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.

November 3, 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 – REVEREND GEORGE BALGAN, METROPOLITAN COMMUNITY CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF NATIVE AMERICAN HERITAGE MONTH
7. RECOGNITION OF VETERANS WEEK
8. RECOGNITION OF THE SAVE A LIFE PROGRAM
9. RECOGNITION OF THE HISTORIC FIFTH STREET SCHOOL FOR WINNING AN AWARD FROM THE NATIONAL TRUST FOR HISTORIC PRESERVATION

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 October 6, 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.

FIELD OPERATIONS - CONSENT

12. Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping in the vicinity of Casino Center Boulevard and Fourth Street at Fire Station #1, APN 139-27-803-006 - Ward 5 (Barlow)

13. Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 655 North Mojave Road also known as Fire Training Center, APN 139-25-801-004 - Ward 3 (Reese)

14. Approval authorizing staff to relinquish a portion of Bureau of Land Management Park Lease N-63336 and to submit a public purpose reservation to the Bureau of Land Management for 11.25 acres of land located in the vicinity of Westcliff Drive and Tenaya Way, APN 138-27-801-004 - Ward 1 (Tarkanian)

15. Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services for the City of Las Vegas' Martin Luther King Boulevard Improvements project from Alta Drive to Carey Avenue - Ward 5 (Barlow)

16. Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for improvements at Doris Hancock Elementary School located at 1661 Lindell Road ($200,000 - Parks Capital Project Fund (CPF)) - Ward 1 (Tarkanian)

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 The Boricua Association of Las Vegas, Location: Las Vegas East Community Center, 250 North Eastern Avenue, Date: November 13, 2010, Type: Special Event General, Event: Celebration of the Discovery of Puerto Rico, Responsible Person in Charge: Luis Torres - Ward 3 (Reese)

19. Approval of an extension of a Temporary Package Liquor License for a Change of Ownership and Change of Business Name, From: Crem Corporation, Inc., dba Diego's Meat Market, To: Brown Mail, Inc., dba Express Mart & Liquor, 8251 West Charleston Boulevard, Paramjeet Kaur Mangat, Pres, Treas, 50% and Inderjeet Singh Swatch, Secy, Dir, 50% - Ward 2 (Wolfson)

20. Approval of a new Banquet/Event Establishment Liquor License, Keep Memory Alive, dba Keep Memory Alive, 888 West Bonneville Avenue, Lisa Manning, General Mgr; William Barum, VP of Food and Beverage; Michael Modic, Dir, Pres; Michael Harrington, Treas; David Rowan, Secy; and Larry Ruvo, Dir - Ward 5 (Barlow)

DRAFT

21. Approval of an extension of a Temporary Martial Arts Business License, Will Ki Lee, dba World KM Taekwondo Las Vegas, 1780 North Buffalo Drive, Suite 105, Will Ki Lee, Owner, 100% - Ward 1 (Tarkanian)

22. Approval of a Change of Location for a Massage Establishment License subject to the provisions of the planning and fire codes, Diane I. Somerville, dba Diane I. Somerville, LMT, From: 4325 North Rancho Drive, Suite 150, To: 3900 North Rancho Drive, Suite 107, Diane Somerville, Owner - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing chiropractor office – N W Chiropractic Clinic]

23. Approval of a new Pistol Permit License, Super Pawn, 307 South Decatur Boulevard, Dennis Weese, Pres, John Linscott, Exec VP; Austin Nettle, VP, Treas; Thomas Bessant Jr., Exec VP, CFO; and David Clay, VP - Ward 1 (Tarkanian)

24. Approval of an extension of a Temporary Class II Secondhand Dealer License, Eduardo & Loly Anllo, dba EA Refrigeration, 3170 Polaris Avenue, Suite 10, Eduardo Anllo, Owner 50% and Loly Anllo, Owner 50% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

25. Approval of award of Bid No. 10.1762.02-TRF, Annual Asphalt Overlay Cheyenne Avenue and Fort Apache Road located at Cheyenne Avenue between Hualapai Way and Durango Drive and at Fort Apache Road between Alexander Road and Cheyenne Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,998,350 - Street Maintenance Special Revenue Fund) - Ward 4 (Anthony) - All Wards

26. Approval of award of Agreement No. 110076-TF, Blanket Services Agreement for Mechanical, Plumbing and Electrical Design Services - Department of Public Works - Award recommended to: PRECISION DESIGN GROUP (Not-to-Exceed $100,000 - Various Funds)

27. Approval of award of Agreement No. 110071-LD, Design Services for Ann Road Channel West located on Ann Road from Clayton Street to Rainbow Boulevard - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($349,927 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

28. Approval of award of Amendment No. 1 to Agreement No. 090143-LD, Construction Administration Agreement for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Department of Public Works - Award recommended to: O'CONNOR CONSTRUCTION MANAGEMENT, INC. ($438,173.55 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

29. Approval of award of Agreement No. 110061-DC, Prime Design Services for Energy Audit Building Retrofits - Department of Public Works - Award recommended to: JBA CONSULTING ENGINEERS, INC. ($326,170 - General Capital Projects Fund) - All Wards

LEISURE SERVICES - CONSENT

30. Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the reciprocal use of parks, park facilities, community centers and related equipment - All Wards

PUBLIC WORKS - CONSENT

31. Approval of an Interlocal Agreement between the Clark County Water Reclamation District, City of Henderson and the City of Las Vegas regarding a cost-sharing arrangement for professional legal services in the renewal of wastewater treatment facilities discharge permits - All Wards

32. Approval of an Intrastate Interlocal Contract Between Public Agencies with the State of Nevada acting through the Old Las Vegas Mormon Fort State Historic Park and the City of Las Vegas to allow the construction of banners and a decorative sidewalk embellishment, work that is associated with the Cultural Corridor Improvements project, within the park property located at 500 East Washington Avenue - Ward 5 (Barlow)

33. Approval of a Land Owner Agreement between the City of Las Vegas and the U.S. Fish and Wildlife Service granting the Service authority to complete the burrowing owl habitat at Floyd Lamb Park located at 9200 Tule Springs Road - Ward 6 (Ross)

DRAFT

34. Approval of Amendment No. 1 to Highway Agreement No. PR061-09-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to extend the completion date to December 31, 2012 for the design and construction of intersection improvements on Charleston Boulevard (SR-159) at Durango Drive and Rancho Drive - Ward 1, 2 and 5 (Tarkanian, Wolfson, and Barlow)

35. Approval of Amendment No. 1 to Highway Agreement No. PR345-08-063, a Cooperative (Matching) Agreement with the State of Nevada Department of Transportation (NDOT) to extend the completion date to December 31, 2012 for the design and construction of landscaped median islands with landscaping on Charleston Boulevard (SR-159) from Las Vegas Boulevard to Maryland Parkway - Ward 3 (Reese)

36. Approval of Amendment No. 1 to Highway Agreement No. P260-09-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to decrease funding for the design and construction of the intersection improvements on Bonanza Road at Tonopah Avenue and Sahara Avenue at Durango Drive - Ward 2 and 5 (Wolfson and Barlow)

37. Approval of Amendment No. 1 to Highway Agreement No. P261-09-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of $642,200 for the design and construction of the intersection improvements on Rampart Boulevard at Hillpointe Road, Rancho Drive at Palomino Lane, Vegas Drive at Pueblo Vista Drive, Washington Ave at Comstock Drive and median islands modification on Durango Drive from CC215 to Elkhorn Road - Ward 1, 4, 5 and 6 (Tarkanian, Anthony, Barlow, and Ross)

38. Approval of Amendment No. 2 to Highway Agreement No. PR382-06-063, a Cooperative (Matching) Agreement with the State of Nevada Department of Transportation (NDOT) to extend the completion date to December 31, 2011 for the design and construction of Stewart Avenue streetscape from Main Street to Fourth Street - Ward 5 (Barlow)

39. Approval of an Interlocal Agreement with the State of Nevada Department of Transportation (NDOT) to fund the design for local access improvements from Sky Pointe Drive and Centennial Parkway with the US 95 and CC-215 interchange project ($1,500,000 - Road and Flood Capital Project Fund) - Ward 6 (Ross)

40. Approval to appraise, purchase, condemn, and transfer interests in parcels for the Jones and Valley View Corridor Improvements Project on Jones Boulevard to include US 95 to just south of Sahara Avenue and on Valley View Boulevard to include US 95 to just south of Desert Inn Road ($3,000,000 - Regional Transportation Commission (RTC)) - Ward 1 (Tarkanian)

41. Approval of a Cooperative (Local Public Agency) Agreement D Street Enhancement with the State of Nevada Department of Transportation (NDOT) pertaining to the design and construction of enhancements and landscaping improvements on D Street from Washington Avenue to Madison Avenue - ($650,000 NDOT - Federal Enhancement Funds/$34,211 - Public Works Capital Project Fund (CPF)) - Ward 5 (Barlow)

RESOLUTIONS - CONSENT

42. R-69-2010 - Approval of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) - Wards 1 and 3 (Tarkanian and Reese)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

43. ABEYANCE ITEM - Report by Port Telles, Development Director for The Cordish Companies, Inc., regarding the Exclusive Negotiation Agreement between the City of Las Vegas and The Cordish Companies, Inc., for the development of a Casino/Hotel, a Live District and Sports Arena on approximately 20 acres at Las Vegas Boulevard and Stewart Avenue - Ward 5 (Barlow)

DRAFT

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

44. ABEYANCE ITEM – Bill No. 2010-31 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

45. 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

46. 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

47. 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

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

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.

49. Bill No. 2010-46 – Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Beverly K. Bridges, City Clerk

50. Bill No. 2010-47 – Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto. Proposed by: Greg Gammon, Chief of Fire and Rescue

51. Bill No. 2010-48 - Ordinance Creating Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) Sponsored by: Step Requirement

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

53. 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

54. 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)

DRAFT

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.

55. EOT-39601 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for an Extension of Time of a previously approved Special Use Permit (SUP-29206) FOR A 100-FOOT TALL RADIO COMMUNICATION TOWER at the northwest corner of Centennial Parkway and Fort Apache Road (APNs 125-19-802-006 and 013), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

56. EOT-39701 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: H&GG LTD. & DAVID MASON - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-4606) FOR A SELF SERVE CAR WASH AND PET WASH; A WAIVER OF THE DISTANCE REQUIREMENTS TO ALLOW A TRASH ENCLOSURE TO BE 28 FEET FROM RESIDENTIAL USES WHERE 50 FEET IS REQUIRED AND A WAIVER TO REDUCE PERIMETER LANDSCAPING REQUIREMENTS on 0.43 acres at the northeast corner of Sky Pointe Drive and Ranch House Road (APNs 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

57. EOT-39719 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: H&GG LTD & DAVID MASON - Request for an Extension of Time of a previously approved Variance (VAR-4671) TO ALLOW A 28.9 FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE AN 84.75 FOOT SETBACK IN CONJUNCTION WITH A PROPOSED SELF-SERVICE CAR WASH AND PET WASH on 0.43 acres at the northeast corner of Sky Pointe Drive and Ranch House Road (APNs 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

58. DIR-39706 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: MOUNTAIN TRAILS COMMUNITY ASSOCIATION - Request TO ALLOW THE OPERATION OF A 516.6 SQUARE-FOOT WATER FEATURE WITHIN A RESIDENTIAL DEVELOPMENT at 2300 Summer Haven Place (APN 138-19-197-025), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

59. ROC-38969 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: GARRET GROUP, LLC - Request for a Review of Condition to remove Condition Number 4 of a previously approved Special Use Permit (SUP-24192) WHICH STATED THAT THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

60. SUP-38607 - ABEYANCE ITEM - 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.

DRAFT

61. RQR-39598 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: HAIM GABAY - OWNER: L'CHAIM 24 FREMONT PROPERTY, LLC - Required Review of a previously approved Special Use Permit (SUP-33730) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 24 Fremont Street (APN 139-34-111-028), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

62. RQR-39774 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: FRESH & EASY NEIGHBORHOOD MARKET - Required Review of a previously approved Special Use Permit (SUP-23111) FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 7752 North El Capitan Way (APN 125-17-611-004), T-C (Town Center) Zone [SC-TC (Service Commercial-Town Center) Special Land Use Designation), Ward 6 (Ross). Staff recommends APPROVAL.

SET DATE

63. 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

64. 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

65. 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: NOVEMBER 3, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

SUBJECT:
INVOCATION – REVEREND GEORGE BALGAN, METROPOLITAN COMMUNITY CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 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: NOVEMBER 3, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIVE AMERICAN HERITAGE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF VETERANS WEEK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SAVE A LIFE PROGRAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE HISTORIC FIFTH STREET SCHOOL FOR WINNING AN AWARD FROM THE NATIONAL TRUST FOR HISTORIC PRESERVATION

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 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: NOVEMBER 3, 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 October 6, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping in the vicinity of Casino Center Boulevard and Fourth Street at Fire Station #1, APN 139-27-803-006 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas converted lawn to drought tolerant landscaping at Fire Station 1, which meets requirements of the Water Smart Landscapes Program. As a result, the City of Las Vegas will receive an incentive payment in the amount of $17,348. The City is required to provide an easement in perpetuity to Southern Nevada Water Authority in accordance with the Uniform Conservation Easement Act provided for in Nevada Revised Statute 111.390 to 111.440, inclusive.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Restrictive Covenant and Grant of Conservation Easement

APN: 13927803006

When Recorded, Return To:

Southern Nevada Water Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 300 N CASINO CENTER BLVD, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the

Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided

that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PT S2 SE4 SEC 27 20 61

SEC 27TWP 20RNG 61

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 14843 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

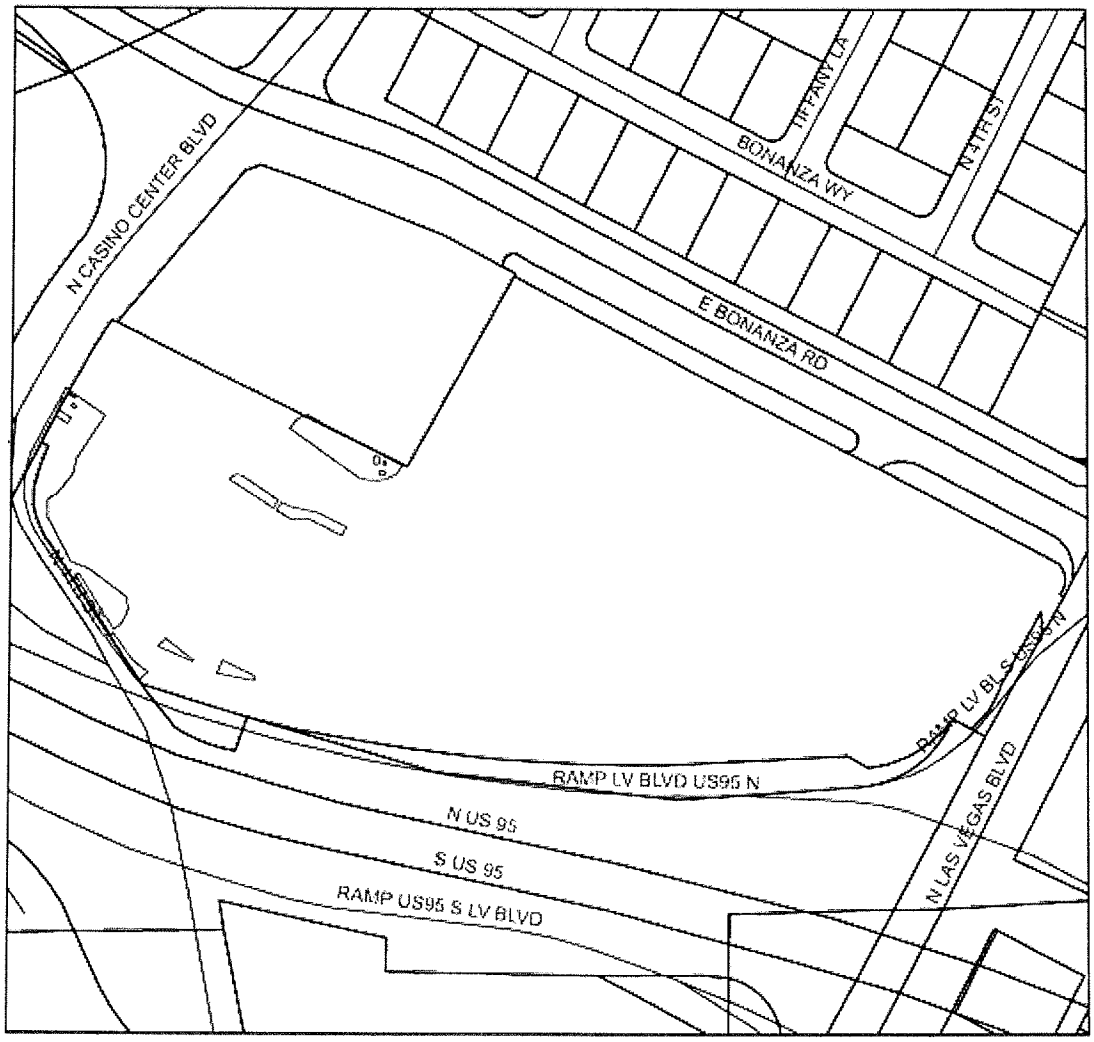
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume
drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air
and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13927803006

Exhibit C



Total Sq. Ft.
14843
Incentive Amount
17348

0 50 100 200 300 400 500 600 Feet

NORTH

Legend
Converted Area
Parcels

Legal Description
PT S2 SE4 SEC 27 20 61
SEC 27TWP 20RNG 61

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

Daphnee Legarza, Field Operations
Parks Maintenance Manager

APPROVED AS TO FORM:

John S. Ridilla 9/29/09
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and DAPHNEE LEGARZA, Field Operations Parks Maintenance Manager, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 655 North Mojave Road also known as Fire Training Center, APN 139-25-801-004 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas converted lawn to drought tolerant landscaping at Fire Training Center, which meets requirements of the Water Smart Landscapes Program. As a result the City of Las Vegas will receive an incentive payment in the amount of $10,397. The City is required to provide an easement in perpetuity to Southern Nevada Water Authority in accordance with the Uniform Conservation Easement Act provided for in Nevada Revised Statute 111.390 to 111.440, inclusive.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Restrictive Covenant and Grant of Conservation Easement

APN: 13925801004

When Recorded, Return To:

Southern Nevada Water Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 3010 HARRIS AVE, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the

Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided

that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL MAP FILE 100 PAGE 68
LOT 2

SEC 25TWP 20RNG 61

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 7892 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

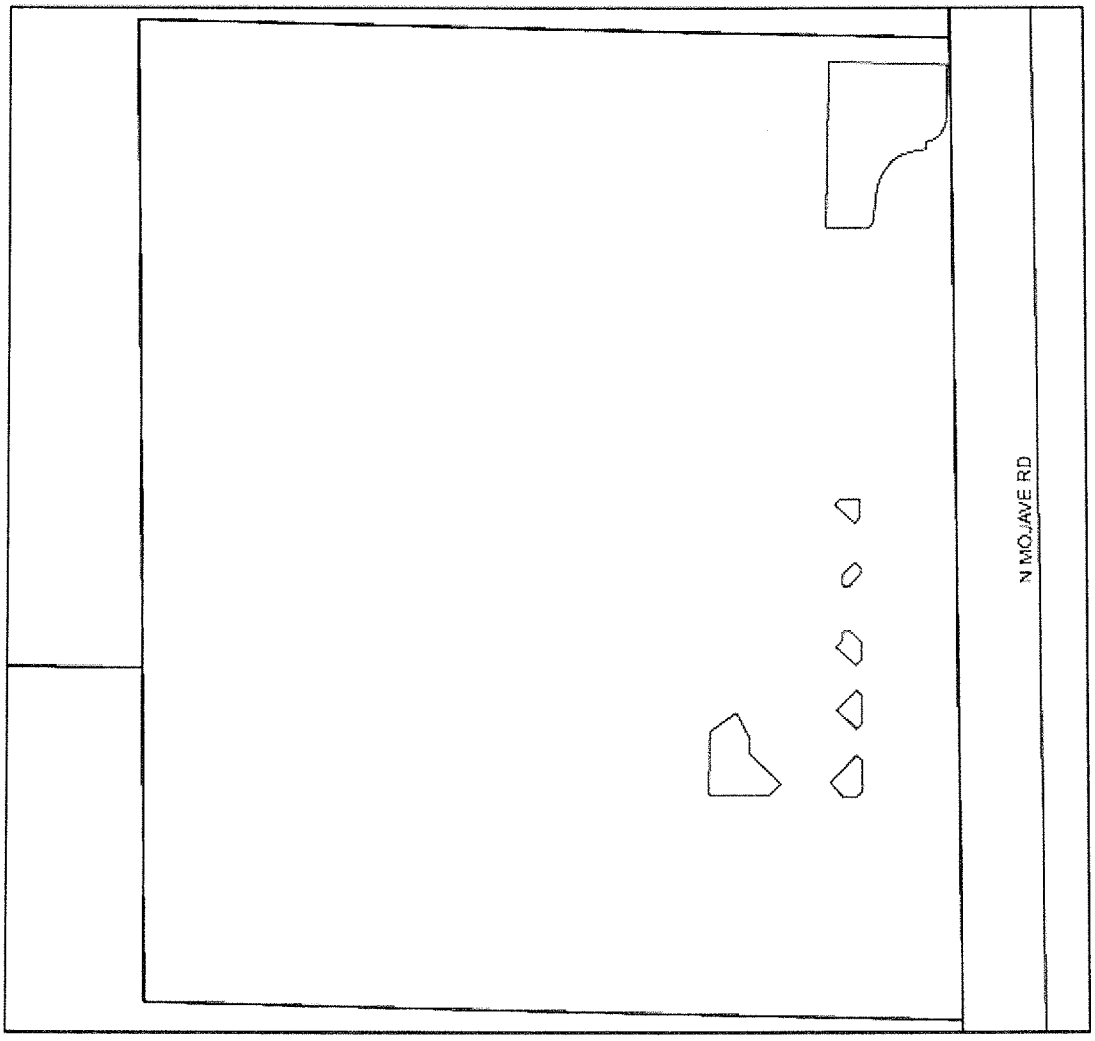
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume
drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air
and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13925801004

Exhibit C



Total Sq. Ft.
7892
Incentive Amount
10397

0 50 100 200 300 Feet

NORTH

Legend
Converted Area
Parcels

Legal Description
PARCEL MAP FILE 100 PAGE 68
LOT 2
SEC 25TWP 20RNG 61

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

Daphnee Legarza, Field Operations
Parks Maintenance Manager

APPROVED AS TO FORM:

John S. Ridilla 9/29/09
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and DAPHNEE LEGARZA, Field Operations Parks Maintenance Manager, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval authorizing staff to relinquish a portion of Bureau of Land Management Park Lease N-63336 and to submit a public purpose reservation to the Bureau of Land Management for 11.25 acres of land located in the vicinity of Westcliff Drive and Tenaya Way, APN 138-27-801-004 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is relinquishing a portion of the Bureau of Land Management (BLM) park lease and is placing a public purpose reservation on the land. This will enable the City to move forward with the patent for the already-developed portion of the lease and still reserve this area for future public purpose development.

RECOMMENDATION:
Staff recommends approval and authorization of staff to execute any additional documents from the BLM necessary to maintain this reservation in good standing with the BLM.

BACKUP DOCUMENTATION:
1. Relinquishment Letter
2. Reservation Letter
3. Site Map

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

MAYOR PRO TEM
GARY REESE

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

FIELD OPERATIONS DIRECTOR
LARRY HAUGSNESS

October 20, 2010

Vanessa Hice, Assistant Field Manager
Bureau of Land Management
Las Vegas Field Office
4701 N. Torrey Pines Dr.
Las Vegas. NV 89130-2301

Re: N-63336 – Partial Relinquishment

Dear Ms. Hice:

The City of Las Vegas (city) currently holds an authorized lease for a park generally located south of Washington Avenue, between Buffalo Drive and Durango Drive, as N-63336.

All but 11.25 acres of the approximate 225 acre park have been developed.

At this time, the city is requesting to relinquish the 11.25 acres so that the city can proceed with the patent for the developed acreage.

The area to be relinquished is described as:

Mount Diablo Meridian, Nevada
T. 20 S., R. 60 E., sec. 27
W½SE¼SW¼SE¼, SW¼NE¼SW¼SE¼, S½N½NW¼SW¼SE¼,
S½NW¼NE¼SW¼SE¼.
Containing approximately 11.25 acres.

If you have any questions or need additional information, please do not hesitate to contact me at (702) 229-1022.

Sincerely,

Robin Yoakum

Robin Yoakum
Real Estate & Utilities Administrator

RY/rlr

DEPARTMENT OF FIELD OPERATIONS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.1030
FAX 702.382.0848
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

MAYOR PRO TEM
GARY REESE

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

FIELD OPERATIONS DIRECTOR
LARRY HAUGSNESS

October 20, 2010

Bureau of Land Management
Attn: Mary Jo Rugwell, District Manager
4701 N. Torrey Pines Dr.
Las Vegas, Nevada 89130

Re: SNPLMA Reservation file N-77372

Dear Ms. Rugwell:

Pursuant to Section 4 (b)(1) of the Southern Nevada Public Land Management Act of 1998, as amended, the City of Las Vegas respectively requests that the Bureau of Land Management (BLM) reserve the public lands identified on the enclosed matrix from public sale. These public lands have been identified for future public purposes and are needed by the City of Las Vegas. This letter supersedes all previous requests for SNPLMA reservations filed by the City of Las Vegas and serves as our request for the Bureau to note the public record using the enclosed matrix with our reservation case file number.

It is our understanding that the BLM will check land status of the requested lands and notify us through the Southern Nevada Regional Planning Coalition – Federal Lands Disposal Subcommittee's (SNRPC-FLDS) Working Group of any issues. This group and its representatives are tasked to resolve issues with duplicate SNPLMA reservations and the review of SNPLMA sale parcels. Our Working Group representative, Rebecca L. Rury, will keep us informed. After notification from the Working Group that our list of reservations is cleared, we will add the public lands identified on the matrix to the Clark County GIS based system established to show all SNPLMA reservations.

If you have any further questions, please contact me at 702.229.1022.

Sincerely,

Robin Yoakum

Robin Yoakum, Administrator
Real Estate & Utilities

Enclosure:
Reservation Matrix (1 pg.)

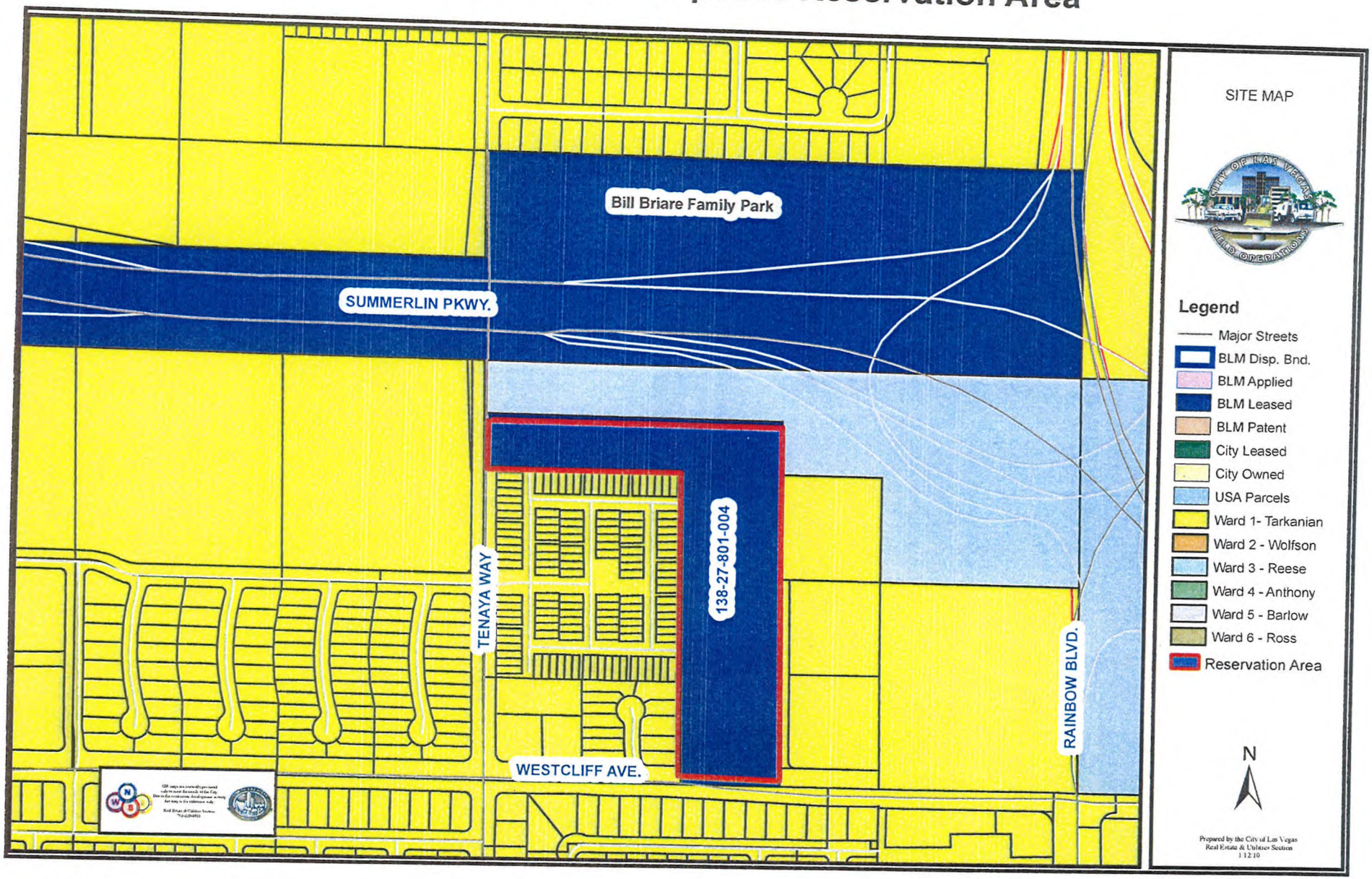
RY:rlr

DEPARTMENT OF FIELD OPERATIONS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.1030
FAX 702.382.0848
TTY 702.386.9108
www.lasvegasnevada.gov

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Westcliff & Tenaya Public Purposes Reservation Area



N:\Real_Estate\rrury\Tenaya-Westcliff - 1-22-10.mxd

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services for the City of Las Vegas' Martin Luther King Boulevard Improvements project from Alta Drive to Carey Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Las Vegas Valley Water District inspected the modifications to the water distribution facilities which are to be owned, operated and maintained by the Water District. The inspection determined that said facilities have been installed and modified in accordance with the requirements set forth in the Interlocal Agreement number 112544 between the City of Las Vegas and Las Vegas Valley Water District which was approved at the June 6, 2007 City Council Meeting. Therefore the City will now turn the water distribution facilities over to the Water District.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Bill of Sale
2. Las Vegas Valley Water District 10/06/10 Letter

BILL OF SALE

CLV - MARTIN L. KING BLVD. IMPROVEMENTS ALTA DR. TO CAREY AVE. - 112544

FOR VALUE RECEIVED, **City of Las Vegas** does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated June 6, 2007, identified as No. 112544 between City of Las Vegas and the Las Vegas Valley Water District.

That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this _____ day of _____, 20_____.

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

CITY OF LAS VEGAS

OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

John S. Ridilla 10/13/10

City Attorney

John S. Ridilla
Deputy City Attorney

LAS VEGAS VALLEY WATER DISTRICT
1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 870-2011 • lvvwd.com

CITY OF LAS VEGAS
FIELD OPERATIONS
REAL ESTATE
2010 OCT -7 P 1:19

October 6, 2010

City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, NV 89101-2913

Attention: Jorge Cervantes, P.E., Director of Public Works

SUBJECT: CLV – MARTIN L. KING BLVD. IMPROVEMENTS, ALTA DR. TO CAREY AVE., (CLV BID NO. 07.1730.05), (LVVWD PROJECT #91775, AGREEMENT #112544)

The Las Vegas Valley Water District (DISTRICT) has performed an inspection of water distribution facilities installed in conjunction with the subject project, which are to be owned, operated and maintained by the DISTRICT. Such an inspection determined that said facilities have been installed in accordance with DISTRICT Standards and Specifications.

Therefore, the water facilities constructed for City of Las Vegas (DEVELOPER) at CLV-Martin L. King Blvd. Improvements, Alta Dr. to Carey Ave., are accepted by the DISTRICT as being satisfactorily completed on September 23, 2010.

In accordance with the conditions of Agreement No. CON 112544, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of September 23, 2010, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

Per the Districts' Service Rules, Section 8.6, be advised that you as the developer are responsible for all water used through the new services installed as a part of this project. At this time, the District recommends you insure that the proper action is taken on all the accounts associated with this project. For additional information you may contact our Customer Service Department at 870-4194.

Attached is the Bill of Sale for the subject water facilities, which must be executed by the DEVELOPER. **After the attached Bill of Sale has been properly signed and notarized, please return to the DISTRICT's Development Services Division. Any questions should be directed to Development Services at 258-3865.**

Jerome A. Stueve, P.E.
Engineering Construction Manager
Construction Management Division

Attachment

cc: City of Las Vegas Offsite Inspection & Testing Division (w/o attachment)
Susan Denton, City of Las Vegas Development Services Center (w/o attachment)
Jonathan Pickus, Manager, AM/FM GIS (w/file)
Wells Cargo, Inc. (w/o attachment)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for improvements at Doris Hancock Elementary School located at 1661 Lindell Road ($200,000 - Parks Capital Project Fund (CPF)) - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $200,000
Funding Source: Parks CPF
Dept./Division: Field Operations/Real Estate

PURPOSE/BACKGROUND:
The School District is the owner of the property. The City desires to construct certain improvements on such property as outlined within the terms of the Agreement. On July 7, 2010 City Council approved the allocation of funds for these improvements. The District will be responsible for all future maintenance and repair of the improvements.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE
CLARK COUNTY SCHOOL DISTRICT
FOR IMPROVEMENTS AT
DORIS HANCOCK ELEMENTARY SCHOOL

This Interlocal Agreement for Doris Hancock Elementary School Improvements (hereinafter referred to as "Agreement") is made and entered into this ___ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation with the State of Nevada (hereinafter referred to as "City") and Clark County School District, also a political subdivision of the State of Nevada (hereinafter referred to as "District"). The City and District are individually referred to as "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is the owner of the real property located at 1661 Lindell Road, Las Vegas, Nevada, 89146, APN# 163-01-601-001, more commonly known at Doris Hancock Elementary School (hereinafter referred to as "School"), (see Exhibit "A" attached hereto and made a part thereof); and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform and authorizes any two or more governmental entities of the State of Nevada to enter into interlocal agreements for joint use parks and playgrounds for their mutual benefit, and

WHEREAS, the City desires to construct certain improvements (hereinafter referred to as "Improvements") on School property; and

WHEREAS, the location of said Improvements shall be located on a portion of APN#163-01-601-001 as depicted in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, this Agreement is made for the purpose of setting forth the respective obligations of the Parties hereto in connection with the Improvements and the Parties have agreed to enter into this Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PURPOSE

The Purpose of this Agreement sets forth the conditions whereby City and its employees, authorized agents, and contractors may enter upon School to install Improvements.

RESPONSIBILITIES

The City, at its sole expense, agrees to the following:

- Install a six-foot wide concrete walking path around the existing grass field south of the school. Install a concrete pad and exercise equipment in the open area west of the existing shaded tot-lot equipment located south of the school.
- Install benches and trash receptacles at the new exercise equipment area.
- Design and construct, by City and/or outside forces, all work performed on Improvements. Prior to commencement, District Facilities Division will approve the design and construction.
- Upon completion of said entry leave School in as neat and presentable condition as existed prior to entry, with all fences, structures, and other property intact.
- No property of the District will be accessed or disturbed without prior District approval.
- At its sole expense, replace and/or repair any damage caused to School.

The District agrees to the following:

- District shall not remove the Improvements installed by City for a period of 10 years from the date of installation unless District determines removal is necessary to facilitate the renovation or replacement of School. District shall notify City three (3) months prior to the commencement of construction of any substantial renovation or replacement of School.

Upon written notification from the City to District that the Improvements are complete, the District shall notify the City within thirty (30) business days of receipt of the written notice of completion from the City if Improvements are unacceptable to the District. In the event the District fails to do so within said thirty (30) business day period, the District shall be deemed to have approved the Improvements. If the District reasonably objects to any portion of the Improvements within a thirty (30) business day period, then the City shall have forty-five (45) business days to cure such defects after receipt of the District's written objection. If City fails to cure such defects within said forty-five (45) business day period, the City shall at its sole expense and nevertheless commence such cure work within said forty-five (45) business day period and diligently prosecute same to completion. Once the City has completed all Improvements and the District approves said Improvements, title to the Improvements shall transfer to the District.

District grants City the right to enter School per the terms of this Agreement. Any damage to School resulting from City's construction of the Improvements shall be repaired at City's expense. Once the Improvements are approved and accepted in writing by the District, City will have no obligation to maintain the Improvements. The District acknowledges that it will be responsible for any and all future maintenance and repair of Improvements.

DURATION AND TERMINATION

Each Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term of this Agreement, which the other Party has failed to cure within thirty (30) calendar days after the breaching Party's receipt of written notice of such breach. This Agreement may also be terminated by mutual written agreement between the Parties.

GENERAL LIABILITY

Each party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

Indemnity. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this MOU. Each party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, its agents, officers, and employees harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this agreement whether those actions were performed by its agents, officers, employees, participants, attendees, and/or invitees.

NOTICES

Any notice required to be given hereunder shall be deemed to have been given when 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 thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To District:
Clark County School District
Real Property Management
Attn: Director
4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
(702) 799-5214 Office
(702) 799-5236 Fax

With a Copy To:
Doris Hancock Elementary School
Attn: Principal
Attn: Facility Services Representative
1661 Lindell Road
Las Vegas, NV 89146
(702) 799-4205 Office

To City:
City of Las Vegas
Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attn: Real Estate Superintendent
(702) 229-1022 phone
(702) 464-2522 fax

MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to the Improvements, and supersedes all prior and contemporaneous oral and written agreements and discussions related to construction of the Improvements.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

GENERAL CONDITIONS

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla _____ 9/17/10
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT

By: _____
Jeff Weiler, Chief Financial Officer

ATTEST:

APPROVED AS TO FORM & CONTENT:

By: _____ _____
C.W. Hoffman, Jr. Date
General Counsel

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM & CONTENT:

By _____ _____
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT

By: _____ _____
Jeff Weiler, Chief Financial Officer Date

ATTEST:

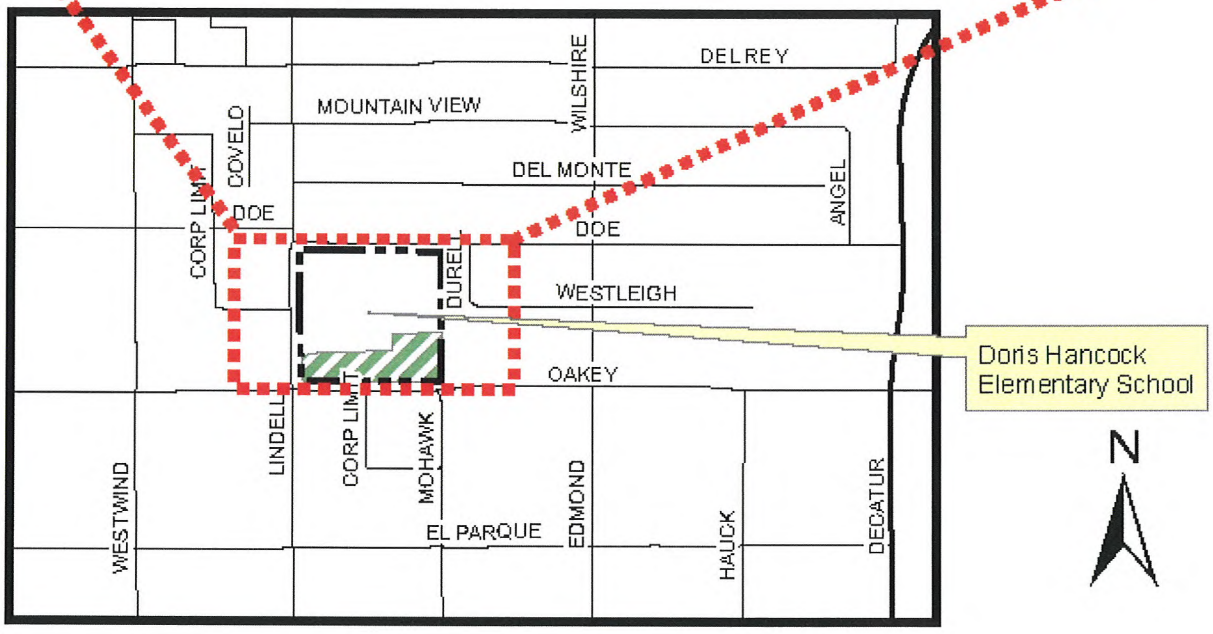
APPROVED AS TO FORM & CONTENT:

By: _____ 9/21/16
C.W. Hoffman, Jr. Date
General Counsel

Exhibit A



Site Map

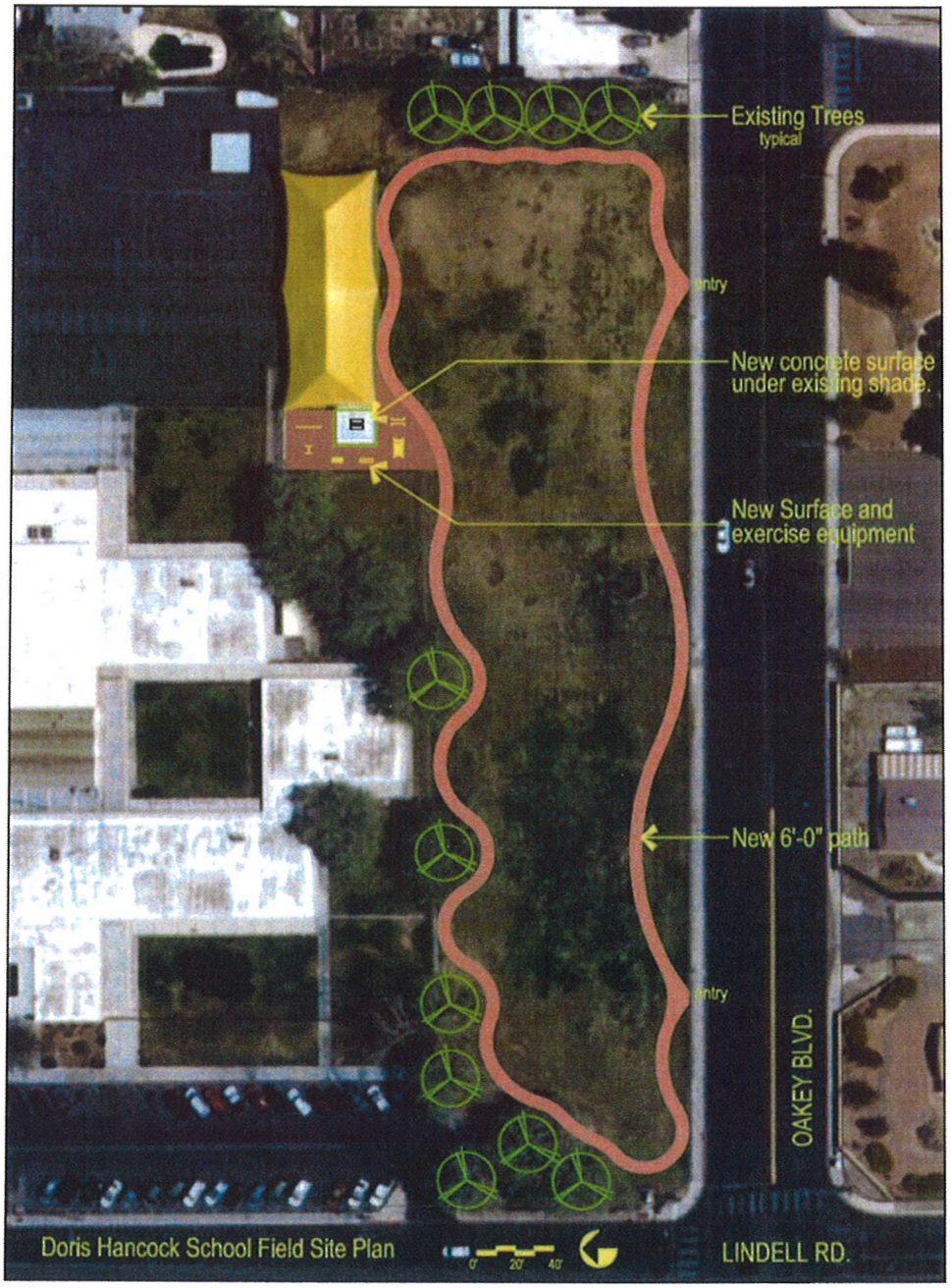


Location Map

INTERLOCAL AGREEMENT
BETWEEN CITY OF LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
AT DORIS HANCOCK ELEMENTARY SCHOOL

Exhibit B

Improvement Plan



1. Exercise equipment area.
2. New 6' wide pathway around field.

2/09/10

North

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 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: $76,626,528.83
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 10/01-10/15/10

City of Las Vegas

Summary of Cash Expenditures

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

Total Services & Materials Checks :	**$9,651,082.95**
Total Services & Materials EFT Payments :	**$3,498,704.09**
Total Wire Transfers:	**$57,019,172.28**
Total Payroll Checks:	**$6,457,569.51**
Grand Total:	**$76,626,528.83**

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 November 3, 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: NOVEMBER 3, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for The Boricua Association of Las Vegas, Location: Las Vegas East Community Center, 250 North Eastern Avenue, Date: November 13, 2010, Type: Special Event General, Event: Celebration of the Discovery of Puerto Rico, Responsible Person in Charge: Luis Torres - 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 5:30 p.m. - 10:30 p.m. Estimated attendance is 300. Security provided by Veterans Security.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of an extension of a Temporary Package Liquor License for a Change of Ownership and Change of Business Name, From: Crem Corporation, Inc., dba Diego's Meat Market, To: Brown Mail, Inc., dba Express Mart & Liquor, 8251 West Charleston Boulevard, Paramjeet Kaur Mangat, Pres, Treas, 50% and Inderjeet Singh Swatch, Secy, Dir, 50% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Package Liquor 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. The sale of alcoholic beverages shall be limited to a maximum of 10% of the floor area of the convenience store.
2. The sale of individual containers of any size of beer, wine coolers, or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no packaging of containers into groups smaller than the original shipping container size shall be permitted.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of a new Banquet/Event Establishment Liquor License, Keep Memory Alive, dba Keep Memory Alive, 888 West Bonneville Avenue, Lisa Manning, General Mgr; William Barum, VP of Food and Beverage; Michael Modic, Dir, Pres; Michael Harrington, Treas; David Rowan, Secy; and Larry Ruvo, Dir - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Banquet/Event Establishment Liquor License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of an extension of a Temporary Martial Arts Business License, Will Ki Lee, dba World KM Taekwondo Las Vegas, 1780 North Buffalo Drive, Suite 105, Will Ki Lee, Owner, 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 Martial Arts Business 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.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of a Change of Location for a Massage Establishment License subject to the provisions of the planning and fire codes, Diane I. Somerville, dba Diane I. Somerville, LMT, From: 4325 North Rancho Drive, Suite 150, To: 3900 North Rancho Drive, Suite 107, Diane Somerville, Owner - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing chiropractor office – N W Chiropractic Clinic]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Massage Establishment License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of a new Pistol Permit License, Super Pawn, 307 South Decatur Boulevard, Dennis Weese, Pres, John Linscott, Exec VP; Austin Nettle, VP, Treas; Thomas Bessant Jr., Exec VP, CFO; and David Clay, VP - 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 License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. The hours of operation shall be Monday through Saturday, 9am-7pm and Sunday noon to 5pm.
2. There shall be no firearm sales.
3. There shall be no check cashing or payday loan services provided on-site.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, Eduardo & Loly Anllo, dba EA Refrigeration, 3170 Polaris Avenue, Suite 10, Eduardo Anllo, Owner 50% and Loly Anllo, Owner 50% - 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 II 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 appliances (refrigerators, dishwashers, stoves, washers, and dryers).

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of award of Bid No. 10.1762.02-TRF, Annual Asphalt Overlay Cheyenne Avenue and Fort Apache Road located at Cheyenne Avenue between Hualapai Way and Durango Drive and at Fort Apache Road between Alexander Road and Cheyenne Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,998,350 - Street Maintenance Special Revenue Fund) - Ward 4 (Anthony) – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,998,350
Funding Source: Street Maintenance SRF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
This project consists of the removal and replacement of asphalt pavement, asphaltic concrete pavement patches, grading and placement of aggregate base, removal and replacement of median islands, concrete sidewalks, concrete curb and gutter, installation of tactile warning panels, installation of new traffic delineations, markings and symbols, modification of traffic signal at Cheyenne and Fort Apache, conduit and cable.

PCC: D. Collins
POC: Bren Wick - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 10.1762.02-TRF, Annual Asphalt Overlay Cheyenne Avenue and Fort Apache Road to Las Vegas Paving Corporation in the amount of $1,998,350 and approve the construction conflicts and contingency reserve of $199,835. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

Bid No.10.1762.02-TRF
2010 Annual Asphalt Overlay
Cheyenne and Ft. Apache

				Las Vegas Paving Corp.		Wells Cargo, Inc.		Aggregate Industries-SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.05.01	MOBILIZATION AND DEMOBILIZATION-CHEYENNE AVENUE	LS	1	$1.00	$1.00	$43,000.00	$43,000.00	$104,000.00	$104,000.00
200.05.02	MOBILIZATION AND DEMOBILIZATION-FORT APACHE ROAD	LS	1	$1.00	$1.00	$38,000.00	$38,000.00	$40,340.00	$40,340.00
202.05.01	COLD MILLING METHOD, EDGE MILL, 0" - 1/2" DEPTH	SY	28,250	$1.00	$28,250.00	$0.65	$18,362.50	$0.85	$24,012.50
202.05.02	COLD MILLING METHOD, WEDGE MILL, 0" - 1" DEPTH	SY	5,600	$1.00	$5,600.00	$1.60	$8,960.00	$3.10	$17,360.00
202.05.03	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY CONVENTIONAL METHOD	SY	11,510	$1.00	$11,510.00	$3.50	$40,285.00	$5.70	$65,607.00
202.05.04	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, SURFACE MILL, 1/4" - 1/2" DEPTH	SY	2,180	$1.00	$2,180.00	$2.00	$4,360.00	$3.00	$6,540.00
202.05.05	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, 2" DEPTH	SY	1,210	$1.00	$1,210.00	$1.25	$1,512.50	$4.80	$5,808.00
202.05.06	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, 2.5" DEPTH	SY	7,480	$1.00	$7,480.00	$1.55	$11,594.00	$2.40	$17,952.00
202.05.07	REMOVE CONCRETE SIDEWALK	SF	11,100	$3.75	$41,625.00	$0.60	$6,660.00	$2.40	$26,640.00
202.05.08	REMOVE CONCRETE CURB AND GUTTER	LF	770	$13.50	$10,395.00	$2.00	$1,540.00	$13.40	$10,318.00
202.05.09	REMOVE PAVEMENT MARKINGS	LS	1	$530.00	$530.00	$560.00	$560.00	$2,260.00	$2,260.00
202.05.10	REMOVE CONCRETE CROSS GUTTER	SF	6,650	$3.50	$23,275.00	$1.05	$6,982.50	$4.00	$26,600.00
202.05.11	REMOVE AND SALVAGE SIGN	EA	6	$37.00	$222.00	$39.25	$235.50	$37.00	$222.00
203.05.01	ROADWAY EXCAVATION	CY	1,500	$15.00	$22,500.00	$13.50	$20,250.00	$26.00	$39,000.00
302.05.01	TYPE II AGGREGATE BASE	CY	600	$43.00	$25,800.00	$37.00	$22,200.00	$68.00	$40,800.00
404.05.01	CONSTRUCT HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT PATCH TO MATCH EXISTING (MINIMUM 5"), TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	3,680	$56.00	$206,080.00	$56.00	$206,080.00	$73.00	$268,640.00
404.05.02	CONSTRUCT 2" THICK HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	150	$66.00	$9,900.00	$55.00	$8,250.00	$97.00	$14,550.00
404.05.03	CONSTRUCT 2.5" THICK HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	1,090	$56.00	$61,040.00	$55.00	$59,950.00	$62.50	$68,125.00

				Las Vegas Paving Corp.		Wells Cargo, Inc.		Aggregate Industries-SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
404.05.04	CONSTRUCT 2" THICK HOT PLANTMIX RECYCLED BITUMINOUS SIDEWALK PATCH, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	62	$100.00	$6,200.00	$86.50	$5,363.00	$92.00	$5,704.00
413.05.01	CONSTRUCT 1" THICK ULTRA THIN ASPHALT CONCRETE SURFACE (UTACS) S3 GRADATION BONDED WITH A POLYMER MODIFIED MEMBRANE (PMM)	SY	145,160	$5.95	$863,702.00	$6.60	$958,056.00	$5.65	$820,154.00
511.05.01	SIDEWALK DRAIN	EA	1	$2,050.00	$2,050.00	$2,176.00	$2,176.00	$2,050.00	$2,050.00
609.05.01	CONSTUCT CONCRETE COLLAR PER USD DWG #408	EA	34	$700.00	$23,800.00	$552.00	$18,768.00	$660.00	$22,440.00
609.05.02	TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR	EA	7	$600.00	$4,200.00	$1,671.00	$11,697.00	$660.00	$4,620.00
609.05.03	ADJUST FIBER OPTIC VAULT TO FINISH GRADE	EA	2	$600.00	$1,200.00	$1,178.00	$2,356.00	$1,460.00	$2,920.00
609.05.04	ADJUST ELECTRICAL OR TELEPHONE VAULT TO FINISH GRADE	EA	2	$600.00	$1,200.00	$1,178.00	$2,356.00	$1,460.00	$2,920.00
613.05.01	CONSTRUCT MEDIAN ISLAND PER USD DWG #221	SF	1,878	$10.70	$20,094.60	$11.30	$21,221.40	$10.75	$20,188.50
613.05.02	INSTALL TACTILE WARNING PANEL IN EXISTING RAMP PER USD DWG #235	EA	17	$265.00	$4,505.00	$280.00	$4,760.00	$450.00	$7,650.00
613.05.03	CONSTRUCT CONCRETE SIDEWALK PER USD DWG #234 AND #235	SF	11,480	$6.05	$69,454.00	$5.75	$66,010.00	$5.00	$57,400.00
613.05.04	CONSTRUCT CONCRETE "L" TYPE CURB AND GUTTER PER USD DWG #216	LF	1,710	$21.30	$36,423.00	$18.00	$30,780.00	$16.00	$27,360.00
613.05.05	CONSTRUCT CONCRETE "A" CURB PER USD DWG #219	LF	678	$18.45	$12,509.10	$13.70	$9,288.60	$12.25	$8,305.50
613.05.06	CONSTRUCT CONCRETE CROSS GUTTER PER USD DWG #228	SF	6,990	$9.25	$64,657.50	$10.15	$70,948.50	$9.00	$62,910.00
613.05.07	CAP	EA	9	$370.00	$3,330.00	$392.00	$3,528.00	$545.00	$4,905.00
613.05.08	CONSTRUCT CONCRETE TRAFFIC SIGNAL CRASH CAP	EA	5	$370.00	$1,850.00	$392.00	$1,960.00	$545.00	$2,725.00
619.05.01	MARKER POST (K-71)	EA	62	$209.00	$12,958.00	$221.00	$13,702.00	$210.00	$13,020.00
619.05.02	QWIK KURB WITH L104 MEGA MARKER (WHITE)	LF	1,879	$64.00	$120,256.00	$73.00	$137,167.00	$69.00	$129,651.00
622.05.01	CONSTRUCTION SURVEYING	LS	1	$10,000.00	$10,000.00	$23,444.00	$23,444.00	$16,750.00	$16,750.00
623.05.01	TRAFFIC SIGNAL MODIFICATIONS AT CHEYENNE AVENUE/FORT APACHE ROAD	LS	1	$51,500.00	$51,500.00	$51,824.00	$51,824.00	$51,550.00	$51,550.00
623.05.02	2-INCH PVC CONDUIT	LF	850	$8.16	$6,936.00	$15.70	$13,345.00	$8.10	$6,885.00
623.05.03	NO. 8 LIGHTING CONDUCTOR	LF	1,000	$0.95	$950.00	$0.95	$950.00	$0.95	$950.00
623.05.04	NO. 3 1/2 PULLBOX (STREET LIGHT)	EA	7	$295.00	$2,065.00	$364.00	$2,548.00	$295.00	$2,065.00

				Las Vegas Paving Corp.		Wells Cargo, Inc.		Aggregate Industries-SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
624.05.01	TRAFFIC CONTROL AND MAINTENANCE-CHEYENNE AVENUE	LS	1	$34,507.30	$34,507.30	$88,000.00	$88,000.00	$65,400.00	$65,400.00
624.05.02	TRAFFIC CONTROL AND MAINTENANCE-FORT APACHE ROAD	LS	1	$23,504.00	$23,504.00	$25,200.00	$25,200.00	$26,400.00	$26,400.00
627.05.01	PERMANENT SIGN (GROUND MOUNTED)(METAL SUPPORTS)	EA	27	$270.00	$7,290.00	$286.00	$7,722.00	$270.00	$7,290.00
627.05.02	PERMANENT SIGN (PANEL ONLY)	EA	10	$116.00	$1,160.00	$123.00	$1,230.00	$117.00	$1,170.00
627.05.03	REMOVE AND RESET SIGN	EA	4	$48.00	$192.00	$50.50	$202.00	$48.00	$192.00
628.05.01	INSTALL WHITE T-2 FILM CROSSWALK PER USD DWG #254A	SF	2,300	$3.40	$7,820.00	$3.60	$8,280.00	$3.40	$7,820.00
628.05.02	INSTALL WHITE T-2 FILM STOP BAR PER USD DWG #254A	SF	1,224	$3.40	$4,161.60	$3.60	$4,406.40	$3.50	$4,284.00
628.05.03	INSTALL WHITE T-2 FILM "ARROW" SYMBOL PER MUTCD 2009 PART 3	EA	62	$127.00	$7,874.00	$134.00	$8,308.00	$127.00	$7,874.00
628.05.04	INSTALL WHITE T-2 FILM "ONLY" LEGEND PER MUTCD 2009 PART 3	EA	42	$127.00	$5,334.00	$134.00	$5,628.00	$127.00	$5,334.00
628.05.05	INSTALL WHITE T-2 FILM "BIKE LEGEND DELINEATION" PER MUTCD 2009 PART 3	EA	32	$105.00	$3,360.00	$112.00	$3,584.00	$106.00	$3,392.00
628.05.06	INSTALL WHITE T-2 FILM "U-TURN" LEGEND DELINEATION	EA	20	$210.00	$4,200.00	$224.00	$4,480.00	$212.00	$4,240.00
628.05.07	INSTALL WHITE T-2 FILM STRIPING AS PER USD DWG #245	SF	474	$3.40	$1,611.60	$3.60	$1,706.40	$3.50	$1,659.00
628.05.08	INSTALL WHITE T-1 FILM STRIPING	SF	9,100	$2.35	$21,385.00	$2.50	$22,750.00	$2.40	$21,840.00
628.05.09	MEDIAN PAINT (YELLOW)	SF	500	$0.72	$360.00	$1.00	$500.00	$0.80	$400.00
628.05.10	MEDIAN PAINT (WHITE)	SF	3,950	$0.72	$2,844.00	$1.00	$3,950.00	$0.80	$3,160.00
629.05.01	ADJUST WATER VALVE BOX TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR	EA	77	$350.00	$26,950.00	$308.00	$23,716.00	$510.00	$39,270.00
629.05.02	ADJUST WATER MANHOLE TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR PER UDACS PLATE #37	EA	15	$700.00	$10,500.00	$681.00	$10,215.00	$660.00	$9,900.00
629.05.03	ADJUST WATER BLOW-OFF TO FINISH GRADE	EA	10	$830.00	$8,300.00	$595.00	$5,950.00	$510.00	$5,100.00
629.05.04	TEMPORARY WATER VALVE BOX ADJUSTEMENT	EA	77	$420.00	$32,340.00	$173.00	$13,321.00	$20.00	$1,540.00
633.05.01	INSTALL NON-REFLECTIVE RAISED PAVEMENT MARKER TYPE "A"	EA	4,380	$1.40	$6,132.00	$1.45	$6,351.00	$1.40	$6,132.00

				Las Vegas Paving Corp.		Wells Cargo, Inc.		Aggregate Industries-SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
633.05.02	INSTALL NON-REFLECTIVE RAISED PAVEMENT MARKER TYPE "B"	EA	1,930	$1.40	$2,702.00	$1.45	$2,798.50	$1.40	$2,702.00
633.05.03	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "C"	EA	1,110	$2.50	$2,775.00	$2.60	$2,886.00	$2.50	$2,775.00
633.05.04	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "E"	EA	60	$2.50	$150.00	$2.60	$156.00	$2.50	$150.00
633.05.05	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "F"	EA	1,600	$2.50	$4,000.00	$2.60	$4,160.00	$2.50	$4,000.00
633.05.06	INSTALL BLUE REFLECTIVE RAISED FIRE HYDRANT PAVEMENT MARKER	EA	11	$5.30	$58.30	$5.60	$61.60	$5.50	$60.50
650.05.01	ADJUST GAS VALVE BOX TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR PER USD DWG #517	EA	2	$700.00	$1,400.00	$481.00	$962.00	$800.00	$1,600.00
	Total Base Bid Amount				**$1,998,350.00**		**$2,207,554.40**		**$2,285,582.00**
	Engineer's Estimate $ 2,704,364.25								
	Responsive Bidder								
	Responsible Bidder								

TO: Jerry Walker Please review and approve recommended award to

Las Vegas Paving Corp. in the amount of $ 1,998,350.00

Purchasing & Contracts Representative — Date: 10/14/10

Using Department Authorized Rep Signature — Date: 10-13-10

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of award of Agreement No. 110076-TF, Blanket Services Agreement for Mechanical, Plumbing and Electrical Design Services - Department of Public Works - Award recommended to: PRECISION DESIGN GROUP (Not-to-Exceed $100,000 - Various Funds)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement will provide the City with the ability to issue individual task orders for mechanical, plumbing and electrical design services for projects related to the City's capital improvement program. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Moe Kazemeini - (702) 307-0912

RECOMMENDATION:
That City Council approve the award of Agreement No. 110076-TF, Blanket Services Agreement for Mechanical, Plumbing and Electrical Design Services to Precision Design Group in the not-to-exceed amount of $100,000 annually. The term of the agreement is one year from award with three one-year options to renew. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110076-TF
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
MECHANICAL, PLUMBING AND ELECTRICAL DESIGN SERVICES

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) 384-4846**, and **PRECISION DESIGN GOUP**, (the "Consultant"), a **Corporation,** whose address is **6275 McLeod Drive, Suite 6, Las Vegas, NV 89120**, and fax number is **(702) 307-0912**.

WITNESSETH:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

WHEREAS, with respect to each Project, 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; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. 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 thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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 and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

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 through November 30, 2011 with three 1-year options to renew 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.

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, prior to executing each Project Task Order, 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 reflects the current 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 10/13/10
Deputy City Attorney

Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Moe Kazemeini, P.E., Precision Design Goup

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

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 " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

100.2 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-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.

100.3 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

200.4 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.

200.5 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: GENERAL

300.1 The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "D"

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	RATE	UNIT
Principal Engineer	$175.00	Per Hour
Project Manager	$175.00	Per Hour
Project Engineer	$110.00	Per Hour
Associate Engineer/Designer	$110.00	Per Hour
Cad	$75.00	Per Hour
Administrative	$85.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement.			$0
			$0
			$0

501.2 These fees 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 one tenth (1.10)** 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 for this Blanket Agreement: **Samuel D. Tolman**

600.2 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: **Moe Kazemeini**, P.E.

601.1.2 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: **Moe Kazemeini**, P.E.

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 12389

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

602.1.1 None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

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.

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: PRECISION DESIGN GROUP

Address: 6275 McLEOD DR. #6, LV, NV 89120

Telephone: (702) 307-0912

FEIN or DUNS: 73-1722867

Block 2 — Description

Subject Matter of Contract/Agreement:

RFP #:

Block 3 — Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____

Consultant City

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.

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2. **Policy**

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Block 1 — Contracting Entity

Name: PRECISION DESIGN GROUP

Address: 6275 MCLEOD DR. #6, LV, NV 89120

Telephone: (702) 307-0912

EIN or DUNS: 73-1722867

Block 2 — Description

Subject Matter of Contract/Agreement:

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.	MOE KAZEMEINI PRINCIPAL ENG'R	6275 MCLEOD DR. #6 LV, NV 89120	(702)307-0912
2.	PARISSA HAMZEHEI OWNER	6275 MCLEOD DR-#6 LV NV 89120	(702)307-0912
3.			
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.

State of Nevada
County of Clark

Name

9/23/10
Date

Subscribed and sworn to before me this 23 day of September, 2010.

Notary Public

CHRIS BERRY
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-17-14
Certificate No: 10-2202-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of award of Agreement No. 110071-LD, Design Services for Ann Road Channel West located on Ann Road from Clayton Street to Rainbow Boulevard - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($349,927 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $349,927
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project includes the design of the construction of a reinforced concrete box storm drain and collection system. Funding is provided by the Clark County Regional Flood Control District.

PCC: L.E. Davis
POC: Joseph Jensen, P.E. - (702) 938-5400

RECOMMENDATION:
That City Council approve the award of Agreement No. 110071-LD, Design Services for Ann Road Channel West to Jacobs Engineering Group in the amount of $349,927. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110071-LD
2. Certificate - Disclosure of Ownership/Principals

DESIGN SERVICES AGREEMENT
FOR
ANN ROAD CHANNEL WEST - RAINBOW BOULEVARD

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 **JACOBS ENGINEERING GROUP INC.**, (the "Consultant"), a **Corporation**, whose address is **7160 Bermuda Rd., Ste. 200, Las Vegas, NV, 89011**, and fax number is **(702) 938-5459**.

WITNESSETH:

WHEREAS, the City intends to construct the **Ann Road** Channel West - **Rainbow** Boulevard (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 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.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

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 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 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. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

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. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

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.

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 10/18/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By _____
Alan Thomas, JACOBS Engineering 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 address the design and preparation of Contract Drawings, Special Provisions, Cost Estimates, and reports for the Ann Road Channel West – Rainbow Boulevard Project. The proposed improvement is described in the 2008 Las Vegas Valley Flood Control Master Plan Update as Facility Number ANRB 0000. The project entails construction of an RCB storm drain and collection system including, but not limited to:

1. Approximately 1100' LF of RCB storm drain beginning downstream at the existing 9' X 6' RCB stub out located at the intersection of Ann Road and Rainbow Boulevard.
2. Approximately 1200' LF of storm drain will be extended north and tie into two existing inlets at the northwest intersection of Tropical Parkway and Rainbow Boulevard.
3. A junction structure with drainage inlets which will intercept all of developed runoff from the Rio Vista Estates residential Subdivision.
4. Removal and replacement of storm drain which currently ties into the existing 9' X 6' stub out.
5. Approximately 200 LF of 18" RCP storm drain at El Campo Grande at the proposed alignment will be removed.
6. Approximately 600 LF of 24" RCP storm drain will be removed and three storm lateral tie-ins will have to be reconnected to the proposed box.

The following additional services have not been included in the scope for this project and if these were to become necessary as approved by the City Representative during the design process at which time the City and Jacobs will reach an agreement on additional fees that will occur because of them:

- Downstream analysis of hydraulic structure from the Lower Las Vegas Wash Detention Basin at Ann Road and Clayton (LVMD 2050) to the tie in point on Ann Road and Rainbow Boulevard (ANWE 0290).
- Any other structural junction or downstream tie-in other than what has already been outlined in scope of services.
- Redesign of storm drain alignment that would be the cause of not obtaining a temporary construction easement from the owner of parcels 125-26-304-005, 006 and 007.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **To Be Determined, Section 1.08 Responsibility for Construction Document Revisions does not apply.**

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:

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards

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 by 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 constructable, 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 three or more brand names with model numbers for each item specified. 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 the 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. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. 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 estimate will be broken down by funding source as directed by the City. 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 with the Contractor 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 identify potential construction change directives that will fall into the categories listed in the previous sentence and to notify the consultant of such possible change orders or construction change directives prior to final negotiation and approval. The City may, when appropriate, request the consultant to sign acknowledgement and concurrence on the final change order or construction change directive and/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. The Consultant is herby advised, potential change order work, including work tracked on force account, will sometimes proceed (usually as a construction change directive or as disputed work) 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

100.7 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 outlined in Section 200.2.3 and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

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 [7] 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:

- Clark County Regional Flood Control District ("CCRFCD")
- Clark County Department of Public Works
- City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development
- Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
- Freeway and Arterial System of Transportation ("FAST")
- Utility providers, including but not limited to, Nevada Energy Company, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable
- Nevada Department of Transportation ("NDOT") and
- 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..

200.3.2.1 Preparation of minor utility relocation plans, including those prepared exclusively by the Consultant as well as coordination for incorporation of those plans by the Utility Companies themselves, which 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 to identify current projects, encroachment agreements, covenants running with the land and any other existing information 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 Cover Sheet 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.

200.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with applicable utilities approval signatures

200.4 Project Permits

200.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

200.4.2 The following permits are anticipated for this project:

- NDOT Encroachment Permit
- Clark County Offsite Permit
- Drainage Study Review/Approval
- 404 Permit

200.4.3 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 in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

200.4.4 Deliverables: Matrix of required permits; correspondence; preparation of permit applications.

200.5 Clark County Regional Flood Control District Section 8 Initial Screening

205.5.1 The Consultant shall initiate the facility-specific environmental review by performing preliminary screening analysis to determine the potential for project impacts to geology and soils, paleontology, surface water, groundwater, biological resources, cultural resources, air quality, visual resources, recreation, hazardous materials and land use. If the initial screening concludes that no potential impacts are to be expected, the Consultant will prepare a letter/memorandum documenting the review process for submittal to the CCRFCD. If the initial screening concludes that potential impacts are expected, then a facility specific environmental review will be performed per CCRFCD requirements. Facility specific environmental review, if required, is not a part of this scope and will be conducted only upon separate authorization under additional services.

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:

- 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
- 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
- Establish Project coordinate system
- All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)
- Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data along the storm drain facility alignment, including but not limited to existing edge of pavement, drop inlet locations 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
- 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. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. 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 to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

It is anticipated that Jacobs will obtain new Title Reports for the following parcels: 125-26-304-005, 125-26-304-006, and 125-26-304-007. These reports will be used to determine if there is an existing patent easement east of the Rainbow centerline adjacent to the parcels or whether we will have to pursue an AEP this location.

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 authorizations to enter property ("AEP") to be acquired. Utility Prior Rights will be identified by the Consultant with the assistance of the City. 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. 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 an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included in the Preliminary Design Report.

300.2.4 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. 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.

300.2.5 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. 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's. 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's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

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's not yet acquired.

300.2.8 Deliverables: 24" x 36" exhibits at the 30% Submittal as outlined in 300.2.3; 24" x 36" exhibits at the 70% Submittal as outlined in 300.2.4; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal as outlined in 300.2.5; 24" x 36" exhibits at the 100% Submittal as outlined in 300.2.5; Summary Letter of Right-of-Way, Easements and AEP status. Title Report exhibits as specified in Section 300.2.1.

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 photographs 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 thirty (20) potholes are anticipated to be performed for this Project. 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.

300.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Data Report and a Geotechnical Interpretive Report as detailed below, the drafts of these reports will be included in the Preliminary Design Report:

A previous Geotechnical Report was prepared in this location entitled, Geotechnical Exploration Report, Rainbow Boulevard Improvements, Smoke Ranch Road to Silverstream Avenue, Centennial Pkwy. To Rancho Dr., Las Vegas, NV, August 21, 2000 by Terracon. A new geotechnical report is not anticipated for Ann and Rainbow, it is anticipated that the August 21, 2000 Geotechnical Report will stand as the basis for design and th*at an update letter to this report will be obtained from Terracon.*

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 five (5) bound copies of each of the Geotechnical Data Report and the Geotechnical Interpretive Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

300.6 30% Design Phase Submittal

300.6.1 30% Design Phase Plans

300.6.1.1 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 and CCRFCD. 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.

300.6.2 Preliminary Design Report

300.6.2.1 The results and summaries of items identified in subsections 300.1 to 300.5 above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:

- Cover page
- Table of Contents
- Executive Summary
- Transmittal memo stamped and signed by the Consultant Project Manager
- Inventory of existing conditions, including photo library
- Adjacent completed projects summary
- Design controls and assumptions
- Survey Summary (including Record of Survey and approval from City Surveyor)
- Right of Way Summary (including 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)
- Utility Issues and Conflicts Summary
- Summary of Permits (including a summary matrix of required permits)
- Final Geotechnical Data Report by Terrracon Dated August 31, 2000

- Update letter to the Final Geotechnical Report
- Preliminary Drainage Study (not including hydraulic analyses)
- Construction Cost Estimate
- 30% Design Phase Plans

300.6.2.2 Comments received on the Preliminary Design Report will be addressed in writing and included in the Final Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Final Design Report.

300.6.3 Deliverables: Submit four (4) copies of the Preliminary Design Report to the City; Submit two (2) full size sets (24" X 36") and one (1) half size set (11" X 17") of the 30% Design Phase Plans to the City; Submit one (1) copies of the Preliminary Design Report to Regional Flood Control District; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

300.7 Walk Through

300.7.1 After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design of after the 30% Submittal.

300.7.2 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

300.8 Overall Project Scope, Schedule and Budget Review

300.8.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Agreement was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholderS to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for both design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this agreement or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this agreement. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this agreement as specifically allowed in other sections of this agreement.

300.8.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

300.8.1.2 Consultant is hereby informed of the purpose of the deliverables in **300.6.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 400: 70% DESIGN PHASE

400.1 70% Design Phase Submittal

400.1.1 Detailed Hydraulic Analysis and Technical Drainage Study - The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Final Drainage Study. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

400.1.1.1 Deliverables: Submit four (4) copies of the Design Memorandum to the City.

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:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Construction Details
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details
- Utility Plans
- Traffic Striping and Signing Plans
- Structural Drawings
- Detour Plans
- Traffic Control Plans
- Design Exception Memorandum

400.1.2.1 Deliverables: Submit ten (10) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit, copies of the half scale plans, to Las Vegas Valley Water District, Southwest Gas Company, Nevada Energy Company, Sprint Telephone Company, and Regional Flood Control District; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

400.1.3 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:

- RFCD

400.1.3.1 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).

400.1.4 70% 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 70% 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.

400.1.4.1 Deliverables: Submit one (1) copy of the un-bound Special Provisions to the City and one electronic CD copy.

400.1.5 70% Walk Through - At the direction of the City, Consultant shall schedule a walk through 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.

400.1.6 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 Design Memorandum - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a stand alone Final Design Report to be used as a record for the basis of design for the project. The Design Memorandum shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable. Also, submit further refinement of the hydrologic and hydraulic design which is to be included in the final Technical Drainage Study, incorporating all comments, along with updated drainage maps.

500.1.1.1 Deliverables: Submit four (4) copies of the Design Memorandum to the City, Submit one (1) copy of the Final Design Report to Regional Flood Control District. Submit a PDF copy of the final design report and all data files on electronic CD.

500.1.2 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. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

500.1.2.1 Deliverables: Submit ten (10) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit copies of the half scale plans, to Las Vegas Valley Water District, Southwest Gas Company, Nevada Energy Company, Sprint Telephone Company, and Regional Flood Control District; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

500.1.3 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:

- RFCD

500.1.3.1 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).

500.1.4 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 70% 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.

500.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City and one electronic CD copy

500.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walk through 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.

500.1.6 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.

500.1.7 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

- Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
- Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
- Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
- Regional Flood Control District – Consultant will prepare and present a Section 8 screening analysis report which summarizes the potential environmental impacts related to the construction of the proposed project.

500.1.7.1 Deliverables: Board attendance; backup materials; presentation materials

500.1.8 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

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, Las Vegas Valley Water District, Southwest Gas Company, Nevada Energy Company, Sprint Telephone Company, and Regional Flood Control District; 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: Submit ten copies of the half scale plans, two full size plans, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two (2) copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and one (1) copy of structural calculations to Las Vegas Valley Water District, Southwest Gas Company, Nevada Energy Company, Sprint Telephone Company, City and Regional Flood Control District. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

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.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two copies of final structural calculations to Las Vegas Valley Water District, Southwest Gas Company, Nevada Energy Company, Sprint Telephone Company, City and Regional Flood Control District One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

100.1 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.

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

1.1 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.

1.2 *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").

1.3 *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 2: PERFORMANCE SCHEDULE

2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	65	
70% DESIGN PHASE	55	
90% DESIGN PHASE	55	
PRE-FINAL DESIGN PHASE	25	
100% DESIGN PHASE	10	
TOTAL CALENDAR DAYS TO COMPLETE:		

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

3.1 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.

3.2 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.

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

4.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

4.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: COMPENSATION AND TERMS OF PAYMENT

1.1 *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside Three Hundred and Forty Nine Thousand and Nine Hundred and Twenty Seven dollars ($349,927) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

1.2 *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 Three Hundred and Two Thousand and Nine Hundred and Twenty Seven dollars ($302,927) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

1.3 *Compensation: Additional Services.* 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 Forty Seven Thousand dollars ($47,000) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PM	PLS	SURVEY CREW	PE-Structural	PE-Drainage	SR Designer	CADD Tech	PE-Roadway	PE-Civil	Coordinator	Project Controls	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$185	$163	$171	$190	$125	$100	$70	$125	$125	$75	$75			
200	PRELIMINARY AND GENERAL ITEMS														
200.1	Project Management	60	0	0	0	0	0	0	0	0	0	56	116	$0.00	$15,300.00
200.2	Kick-Off Meeting and Progress Meetings	35	0	0	0	0	0	0	0	32	0	0	67	$0.00	$10,475.00
200.3	Utility and Agency Coordination	16	0	0	0	0	0	0	0	20	0	0	36	$0.00	$5,460.00
200.4	Project Permits	8	0	0	0	0	0	0	0	10	15	0	33	$0.00	$3,855.00
200.5	CCRFCD Section 8 Initial Screening	1	0	0	0	4	0	0	0	0	0	0	5	$1.00	$686.00
200	Subtotal Hours	120	0	0	0	4	0	0	0	62	15	56	252		
200	Subtotal Fee	$22,200.00	$0.00	$0.00	$0.00	$500.00	$0.00	$0.00	$0.00	$7,750.00	$1,125.00	$4,200.00		$0.00	$35,090.00
300	30% DESIGN PHASE														
300.1	Survey	0	29	50	0	0	0	30	0	0	0	0	109	$0.00	$15,377.00
300.2	Right of Way	0	23	0	0	0	0	30	0	0	0	0	53	$600.00	$6,449.00
300.3	Records Review	0	0	0	3	17	0	0	0	2	2	0	24	$0.00	$3,095.00
300.4	Utility Potholing	0	0	11	0	0	0	0	0	2	0	0	13	$20,000.00	$22,131.00
300.5	Geotechnical Investigation	0	0	0	0	0	0	0	0	2	0	0	2	$700.00	$950.00
300.6	30% Design Phase Submittal														
300.6.1	30% Design Phase Submittal	0	0	0	0	0	265	85	0	20	0	0	370	$0.00	$34,950.00
300.6.2	Preliminary Design Report	0	0	0	29	62	20	14	0	10	2	0	137	$0.00	$17,640.00
300.6.3	Deliverables	0	0	0	0	0	0	0	0	0	0	0	0	$1,100.00	$1,100.00
300.7	Walk Through	8	0	0	0	6	0	0	0	0	0	0	14	$0.00	$2,230.00
300.8	Scope, Schedule and Budget Review	6	0	0	0	6	0	0	0	0	0	0	12	$0.00	$1,860.00
300	Subtotal Hours	14	52	61	32	91	285	159	0	36	4	0	734		
300	Subtotal Fee	$2,590.00	$8,476.00	$10,431.00	$6,080.00	$11,375.00	$28,500.00	$11,130.00	$0.00	$4,500.00	$300.00	$0.00		$22,400.00	$105,782.00
400	70% DESIGN PHASE														
400.1	70% Desing Phase Submittal														
400.1.1	Detailed Hydraulic Analysis	0	0	0	0	120	4	12	0	0	0	0	136	$900.00	$17,140.00
400.1.2	70% Design Phase Plans	0	0	0	10	0	260	180	45	24	8	0	527	$0.00	$49,725.00
400.1.3	70% Design Phase Construction Cost Estimate	0	0	0	0	0	0	0	0	10	0	0	10	$0.00	$1,250.00
400.1.4	70% Design Phase Special Provisions	0	0	0	0	0	0	0	0	16	2	0	18	$0.00	$2,150.00
400.1.5	Walk Through	5	0	0	0	6	0	0	0	0	0	0	11	$0.00	$1,675.00
400	Subtotal Hours	5	0	0	10	126	264	192	45	50	10	0	702		
400	Subtotal Fee	$925.00	$0.00	$0.00	$1,900.00	$15,750.00	$26,400.00	$13,440.00	$5,625.00	$6,250.00	$750.00	$0.00		$900.00	$71,940.00

Ann Road Channel West - Rainbow Boulevard

TASK	DESCRIPTION	PM	PLS	SURVEY CREW	PE-Structural	PE-Drainage	SR Designer	CADD Tech	PE-Roadway	PE-Civil	Coordinator	Project Controls	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
500	90% DESIGN PHASE														
500.1	90% Desing Phase Submittal														
500.1.1	Design Memorandum	0	0	0	0	35	0	0	0	21	4	0	60	$1,100.00	$8,400.00
500.1.2	90% Design Phase Plans	0	0	0	40	0	260	175	15	30	0	0	520	$0.00	$51,475.00
500.1.3	90% Design Phase Construction Cost Estimate	0	0	0	0	0	0	0	0	2	0	0	2	$0.00	$250.00
500.1.4	90% Design Phase Special Provisions	0	0	0	6	0	0	0	0	8	0	0	14	$0.00	$2,140.00
500.1.5	Walk Through	8	0	0	0	6	0	0	0	0	0	0	14	$0.00	$2,230.00
500.1.6	Bidability and Constructability	6	0	0	0	0	0	5	0	5	0	0	16	$0.00	$2,085.00
500.1.7	Project Presentations	6	0	0	0	12	0	0	0	0	0	0	18	$0.00	$2,610.00
500	Subtotal Hours	20	0	0	46	53	260	180	15	66	4	0	644		
500	Subtotal Fee	$3,700.00	$0.00	$0.00	$8,740.00	$6,625.00	$26,000.00	$12,600.00	$1,875.00	$8,250.00	$300.00	$0.00		$1,100.00	$69,130.00
600	100% DESIGN PHASE														
600.1	100% Design Phase Submittal	8	0	0	8	20	75	40	0	20	15	0	186	$1,500.00	$20,925.00
600	Subtotal Hours	8	0	0	8	20	75	40	0	20	15	0	186		
600	Subtotal Fee	$1,480.00	$0.00	$0.00	$1,520.00	$2,500.00	$7,500.00	$2,800.00	$0.00	$2,500.00	$1,125.00	$0.00		$1,500.00	$20,925.00
	Total Basic Services Hours	167	52	61	96	294	884	571	60	234	48	56	2,518		
	Total Basic Services Fee	$30,895.00	$8,476.00	$10,431.00	$18,240.00	$36,750.00	$88,400.00	$39,970.00	$7,500.00	$29,250.00	$3,600.00	$4,200.00		$25,900.00	$302,927.00

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

1.1 **Reimbursable Expenses.** Reimbursable Expenses are not allowed.

1.2 **Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:**

1.2.1 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

1.2.2 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

1.2.3 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

1.2.4 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

1.2.5 **Bid Phase Services** - The Consultant shall attend the pre-bid conference. Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda. The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

1.2.6 **Construction Phase Services** - The Consultant shall attend the pre-construction meeting. Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; Attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation. Construction support services will also be provided.

1.2.7 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

1.2.8 **Facility Specific Environmental Assesement** – As required by the City, the Consultant shall prepare a Facility Specific Environmental Assesment.

1.2.9 **Additional Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

1.2.10 **Hydrogeologic Investigation** – Prepare a hydrogeologic investigation in areas where groundwater is discovered.

1.2.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

1.2.12 **Additional Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

1.2.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

1.2.14 **Additional Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

1.2.15 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

1.2.16 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

1.2.17 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

1.2.18 **Additional Structural** – As required by the City, Consultant shall provide additional structural design.

1.2.19 **Additional Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

1.2.20 **Additional Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

1.2.21 **Additional Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

1.2.22 **Additional Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

1.2.23 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

1.2.24 **Additional Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

1.2.25 **Additional Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines. This includes the 36" MLCP waterline pipe in Rainbow Boulevard.

ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION		Lump Sum Task Amounts
	ADDITIONAL SERVICES		
	Additional Design Services	**$15,000.00**	**$15,000.00**
	Additional Topographic Survey	**$6,250.00**	**$6,250.00**
700	Bid-Phase Services	**$4,500.00**	**$4,500.00**
800	Construction Phase Services	**$6,000.00**	**$6,000.00**
	Hydrology and Hydraulics	**$1,750.00**	**$1,750.00**
	Attend Public Meetings/Exhibit Preperation	**$1,250.00**	**$1,250.00**
	Sewer Design Relocation	**$2,500.00**	**$2,500.00**
	Structural Design	**$1,250.00**	**$1,250.00**
	Additional Survey	**$1,750.00**	**$1,750.00**
	Additional Utility Potholing	**$5,000.00**	**$5,000.00**
	Waterline Design Relocation	**$1,750.00**	**$1,750.00**
	Total Additional Services - Hours		
	Total Additional Services - Fee	**$47,000.00**	**$47,000.00**

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager: Mark A. Sorensen
Project Manager: Randy McConnell

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: Alan Thomas
Project Manager: Tara Alexander

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:
Environmental:
Geotechnical: Terracon
Landscaping:
Potholing: Aztec
Structural:

END OF EXHIBIT "F"

EXHIBIT "G"

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	Jacobs Engineering Group Inc.
Address	7160 Bermuda Rd., Suite 200 Las Vegas, NV 89119
Telephone	702-938-5400
EIN or DUNS	FTID # 954081636

Block 2 Description

Subject Matter of Contract/Agreement:
Ann Rd. and Rainbow Blvd. Drainage Rehabilitation

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.	See Attachment A		
2.	Jacobs Engineering Group is a publically traded corporation. Attached are the entities that own 1% or more of Jacobs' outstanding stock as reported by Yahoo Finance.		
3.			
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: 2

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.

Alan D. Thomas
Vice President
Name

9/21/10
Date

Subscribed and sworn to before me this 21st day of September, 2010.

Teri A. Cracraft
Notary Public

NOTARY PUBLIC
TERI A. CRACRAFT
STATE OF NEVADA - COUNTY OF CLARK
APPOINTMENT EXP. JAN. 19, 2014
07-4776-1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 090143-LD, Construction Administration Agreement for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Department of Public Works - Award recommended to: O'CONNOR CONSTRUCTION MANAGEMENT, INC. ($438,173.55 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $438,173.55
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for construction management services based upon the completion of work on the museum by the general contractor. The scope of work has increased on this project and the project completion date for the general contractor has been extended. As a result, the construction management services provided for under this contract must also be extended. This amendment provides for an addition 270 days of construction management for the project, from 475 days to 745 days.

PCC: T. Fernandez
POC: Mark Ryan - (702) 896-6926

RECOMMENDATION:
That City Council approve Amendment No. 1 to Agreement No. 090143-LD, Construction Administration Agreement for the Las Vegas Museum of Organized Crime and Law Enforcement to O'Connor Construction Management, Inc. in the amount of $438,173.55, bringing the total contract amount to $970,069.55. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Agreement No. 090143-LD
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and O'Connor Construction Management, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated August 5, 2009, (herein the "Agreement"), retaining the services of the Consultant for Construction Administration for the Las Vegas Museum of Organized Crime and Law Enforcement more fully described therein in connection with the improvements to be constructed at 300 Stewart Avenue and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to extend the current contract for a period of 9 months.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. No change in the current Exhibit "A" Scope Of Services

2. No change in the current Exhibit "B" Required Submittals

3. In Exhibit "C" Performance Schedule change Article 2.1 from 475 days to 745 days

4. The change in Exhibit "D" Fee Breakdown AND total fee, is hereby amended to increase the total amount of the entire Agreement referenced herein by $438,173.55, from $531,896.00 to $970,069.55.

5. No change to the current Exhibit "E" Additional Compensation

6. No change to the current Exhibit "F" Key Personnel List

7. *** A new Exhibit "G" Disclosure of Ownership/Principals is attached ***

8. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

O'Connor Construction Management

By: _____
Justin F. Peterson, CPE, PSP, CEP, LEED
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 10/18/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Exhibit C-1
Manpower Breakdown

City of Las Vegas: Museum Renovation
O'Connor Construction Management, Inc.
Fee Amendment: 09 September 2010

ADDITIONAL MANHOURS

Duties	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	TOTAL HOURS
Construction Manager	72	172	172	172	172	172	172	172	172	172	172	0	1792
Construction Coordinator	72	172	172	172	172	172	172	172	172	172	172	0	1792
Inspector													0
Inspector (Budgetary)													0
Inspector													0
Document Control													0
Scheduler	6.85	15	15	15	15	15	15	15	15	15	15	0	150
													0

City of Las Vegas: Museum Renovation
O'Connor Construction Management, Inc.
Fee Amendment: 09 September 2010

Title	Hourly Rate	month												TOTAL COST
		Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	
Construction Manager	$143.00	$10,296.00	$24,596.00	$24,596.00	$24,596.00	$24,596.00	$24,596.00	$24,596.00	$24,596.00	$24,596.00	$24,596.00	$24,596.00	$0.00	$256,256.00
Construction Coordinator	$89.00	$6,408.00	$15,308.00	$15,308.00	$15,308.00	$15,308.00	$15,308.00	$15,308.00	$15,308.00	$15,308.00	$15,308.00	$15,308.00	$0.00	$159,488.00
Inspector		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Inspector (Budgetary)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Inspector		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Document Control		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Scheduler	$143.00	$979.55	$2,145.00	$2,145.00	$2,145.00	$2,145.00	$2,145.00	$2,145.00	Exhibit C'll15	$2,145.00	$2,145.00	$2,145.00	$0.00	$20,284.55
Total Monthly Cost		$17,683.55	$42,049.00	$42,049.00	$42,049.00	$42,049.00	$42,049.00	$42,049.00	$39,904.00	$42,049.00	$42,049.00	$42,049.00	$0.00	$436,028.55

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

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"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 Ls 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**
O'CONNOR CONSTRUCTION MANAGEMENT, INC.	CONSTRUCTION ADMINISTRATION
Address: 2221 W. HORIZON RIDGE PKWY, SUITE 211 HENDERSON, NV 89052	
Telephone: 702 896-6926	
EIN: 33-0160220	RFP#

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.	COLM O'CONNOR, SNR V.P.	8951 RESEARCH DR, IRVINE, CA 92618	949 476-2094
2.	TOM HODGES, SNR V.P.	7041 KOLL CENTER PKWY, PLEASANTON, CA 94566	925 426-1578
3.	JUSTIN PETERSON, SNR V.P.	2821 W. HORIZON RIDGE PKWY, SUITE 211, HENDERSON, NV 89052	702 896 6926
4.	FRED SALDANA, PRESIDENT	8851 RESEARCH DR, IRVINE, CA 92618	949, 476-2094

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 a ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or th Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing th 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

9/23/2010
Date

Subscribed and sworn to before me this 23 day of September, 2010

_____
Notary Public

MARY BURNS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11/24/13
Certificate No: 10-1573-1

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Block 1 **Contracting Entity**	Block 2 **Description**
O'CONNOR CONSTRUCTION MANAGEMENT, INC.	CONSTRUCTION ADMINISTRATION
Address: 2821 W. HORIZON RIDGE PKWY, SUITE 211 HENDERSON, NV 89052	
Telephone: 702 896-6926	
EIN: 33-0460220	RFP#

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.	COLM O'CONNOR, SNR V.P.	8851 RESEARCH DR, IRVINE, CA 92618	949 476-2094
2.	TOM HODGES, SNR V.P.	7041 KOLL CENTER PKWY, PLEASANTON, CA 94566	925 426-1578
3.	JUSTIN PETERSON, SNR V.P.	2821 W. HORIZON RIDGE PKWY, SUITE 211, HENDERSON, NV 89052	702 896-6926
4.	FRED SALDANA, PRESIDENT	8851 RESEARCH DR, IRVINE, CA 92618	949, 476-2094

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 a ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or th Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing th 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

9/23/2010

Date

Subscribed and sworn to before me this 23 day of September, 2010

Notary Public

MARY BURNS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11/24/13
Certificate No: 10-1573-1

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
Approval of award of Agreement No. 110061-DC, Prime Design Services for Energy Audit Building Retrofits - Department of Public Works - Award recommended to: JBA CONSULTING ENGINEERS, INC. ($326,170 - General Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $326,170
Funding Source: General CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for design services to implement energy conservation measure (ECM) retrofits at eleven existing City of Las Vegas facilities. ECM retrofits resulted from a previous comprehensive energy audit conducted for the facilities that identified energy saving changes.

PCC: D. Collins
POC: Dwayne G. Miller, P.E. - (702) 362-9200

RECOMMENDATION:
That City Council approve award of Agreement No. 110061-DC, Prime Design Services for Energy Audit Building Retrofits to JBA Consulting Engineers, Inc. in the amount of $326,170. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110061-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
ENERGY AUDIT BUILDING RETROFITS

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) 384-4846**, and **JBA CONSULTING ENGINEERS, INC.**, (the "Consultant"), a **Corporation**, whose address is **5155 W. Patrick Lane Suite 100, Las Vegas, NV, 89118**, and fax number is **(702) 362-9862**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Energy Audit** Building Retrofits (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 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.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

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 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 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 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.

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.

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 10/13/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By _____
Dwayne G. Miller, P.E., JBA Consulting Engineers

EDWARD P. BUTLER

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 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:
100.2.1.1 Site address: Various Sites
100.2.1.2 Entire area of assessor's parcel number(s): Various sites
100.2.1.3 Gross site acreage: N/A
100.2.1.4 As shown on the attachment to this Exhibit 'A', titled Energy Audit Building Retrofits

100.3 PROJECT PROGRAM

100.3.1 The Project program contains the following:
100.3.1.1 Approximate gross building square footage: 292,215
100.3.1.2 Improvement description: Provide design bid build delivery construction documents for City of Las Vegas (CLV) facilities for implementation of Energy Conservation Measures (ECMs) resulting from the Energy Audits conducted by JBA for the facilities. Each facility was modeled to achieve energy savings with methods that were specific to meet the paybacks shown in the JBA City of Las Vegas Energy Audit reports. Provide support and coordination documents for City Crews to implement ECM's for CLV facilities. Additional detail of scope is shown in the table below.

Facility	Energy Conservation Measure (ECM)	Services To Be Provided
Atrium Building (ARRA)	High Efficiency Central Plant	Construction Documents with city Architect's drawings incorporated into the set.
	Supply Fans, Motors, & VFD's Replaced	
	Exhaust fans off at night	
	Lighting Controls	
	Glass Replacement – Coordinate city provided plans and specifications into construction documents	
Baker Pool	25W Long Life T8 Lamps	City Crew- Coordination Documents and Implementation Support
East Las Vegas Detention Center (ARRA)	15 EER Packaged Units w/ Heat Wheels	Construction Documents with city Architect's masonry wall insulation documents incorporated into the set.
	R-11 Wall Insulation at Detention Center – Coordinate city provided plans and specifications into construction documents	Construction Documents
	25W Long Life T8 Lamps	City Crew- Coordination Documents and Implementation Support
	Lighting Controls	
	HVAC Controls	
East Las Vegas Senior Center (ARRA)	15 EER Package Units w/ Heat Wheels	Construction Documents
	HVAC Controls	
	Flourescent lamps in lieu of incandescent	
	Lighting Controls	City Crew Coordination Documents and Implementation Support
	25W Long Life T8 Lamps	
Field Operations WSC	Vending Miser Controls	City Crew Coordination Documents and Implementation Support
	Lighting Controls	

Facility	Energy Conservation Measure (ECM)	Services To Be Provided
	HVAC Controls	Construction Documents
Fire Station 7	Lighting Motion Detectors	City Crew Coordination Documents and Implementation Support
	Outdoor lighting retrofit	
Fire Station 41 (ARRA)	Variable Refrigerant System	Construction Documents
	Lighting Replacement	City Crew Coordination Documents and Implementation Support
Freedom Pool	25W Long Life T8 Lamps	City Crew Coordination Documents and Implementation Support
	Replace probe start metal halide	
Lieburn Senior Center	25W Long Life T8 Lamps	City Crew Coordination Documents and Implementation Support
	Lighting Controls	
Mirabelli Community Center	25W Long Life T8 Lamps	City Crew Coordination Documents and Implementation Support
	Lighting Controls	
	Vending Misers	
	HVAC Controls	Construction Documents
Natural History Museum (ARRA)	Glazing Replacement	Incorporate city Architect's glazing documents into set
All Buildings with Construction documents to be provided for bid as listed in this table.	ECM's requiring construction documents as listed previously in this table.	JBA to incorporate all construction documents by JBA and city Architect into one bid set.

100.4 CONSTRUCTION COST BUDGET

100.4.1 Construction Cost Budget: **$2,945,000.00**

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as the Project develops.

100.5.2 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.

100.5.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Agreement by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.6 GENERAL REQUIREMENTS

100.6.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-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.

100.6.2 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any

and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release. Consultant to provide one hard copy and pdf file.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.6.5 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.6.6 Verify, using commercially available software with current virus definitions, that digital 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 resubmittal and shall not be released from submittal requirements per the Agreement.

100.6.7 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), 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.

100.6.8 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.

100.6.9 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.

100.6.10 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 building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, 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 in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.11 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 including those items that the building department may normally allow as "deferred submittals." 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 and permit 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 shall 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.

100.6.12 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

100.6.13 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 contracts prepared for bidding on 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.

100.6.14 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.15 Throughout the design phases of the project, participate in regularly scheduled design meetings as necessary, with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.7 DEFINITIONS

100.7.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.7.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.8 CITY'S REVIEW PROCESS

100.8.1 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, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 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, based on the quantity set forth in **Exhibit "B"**, 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.

100.8.3 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.

100.8.4 After the City reviews the documents, one (1) set 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 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 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 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

101.2.4 Electronic files in autocad 2000 or newer format of building floor plans and other files if available.

101.2.5 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.6 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.7 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

102.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

102.1.1 Responsibilities Specific to this Project for Various Phases
102.1.2 Construction Document Phase
102.1.3 Bidding Phase
102.1.4 Construction Administration Phase
102.1.5 Post Construction Phase

ARTICLE 103: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 HAZARDOUS MATERIALS SURVEY East Las Vegas Detention Center- Report to be Provided By the City of Las Vegas

103.1.1.1 The City shall provide a hazardous material survey and abatement report of the existing structures located on the Project site, in compliance with NRS 338.195 and other regulatory authorities overseeing the presence and abatement of lead paint, PCBs, asbestos, and other hazardous materials.

NRS 338.195 Survey for presence of asbestos required before renovation or demolition of public building.

1. No public building or other public structure may be renovated or demolished until a survey of the building or structure has been made for the presence of asbestos or material containing asbestos.

2. As used in this section, "material containing asbestos" has the meaning ascribed to it by the Division of Industrial Relations of the Department of Business and Industry pursuant to NRS 618.765.

(Added to NRS by 1989, 1280; A 1993, 1567)

103.1.2 LEED CERTIFICATION - Not Required

103.1.2.1 The City has mandated that new, occupied public buildings built by and for the City are to be built to LEED (Leadership in Energy and Environmental Design) Certified Silver level or higher standards. The Consultant shall provide services to fully register, administer, analyze, model, design, document, submit, resubmit, and use its best efforts to ensure that this Project achieve a Silver level or higher certification from the USGBC (U.S. Green Building Council), using latest version of the appropriate standards available on the date of this Agreement or other standards if the Director of the Nevada State Office of Energy has determined that an updated version of LEED standards is not appropriate for use. The City shall pay the USGBC required registration and certification fees.

103.1.3 COST ESTIMATES

103.1.3.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown acceptable by the City. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.3.2 If at any time prior to the 60% submittal of the Project, it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.1.3.3 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.3.4 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.1.4 GOVERNMENTAL AND AGENCY APPROVALS

103.1.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.1.4.1.1 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.1.4.1.2 Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

103.1.4.1.3 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

103.1.4.1.3.1 Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation for city submission.

103.1.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the

earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.1.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.1.4.4 CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, 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 Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. 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.

103.1.4.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

ARTICLE 104: CONSTRUCTION DOCUMENTS (CD) PHASE

104.1.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

104.1.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Programming Scope, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

104.1.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

104.1.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 30 percent, 60%, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

104.1.1.4 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 30 percent,60%, and 90 percent CD Submittals.

104.1.1.5 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

104.1.1.6 CD SUBMITTALS. Provide three (3) copies each of 30 percent, 60 percent, 90 percent and 100 percent final documents from this phase, and provide three (3) copies each at final documents to the City for review and comment. Provide a pdf electronic file for each submittal.

104.1.1.6.1 Prepare 30 percent Construction Documents, including the following:

104.1.1.6.1.1 General

104.1.1.6.1.1.1 Completed title sheets, abbreviations, legends and site plans.
104.1.1.6.1.1.2 Incorporation of all requirements and specific direction given by the City prior to the 30 percent CD Submittal.
104.1.1.6.1.1.3 Reference of all applicable codes, Project data and design numbers for rated assemblies.

104.1.1.6.1.2 Mechanical/Plumbing- as applicable

104.1.1.6.1.2.1 All HVAC sizing (ducts and equipment).
104.1.1.6.1.2.2 All air flow quantities noted.
104.1.1.6.1.2.3 All mechanical equipment and fixture schedules completed.
104.1.1.6.1.2.4 All pipe sizes noted.
104.1.1.6.1.2.5 Cathodic protection requirements specified.
104.1.1.6.1.2.6 Points-of-connection including invert elevations.
104.1.1.6.1.2.7 Completed riser diagrams.
104.1.1.6.1.2.8 All control diagrams shown and completed.
104.1.1.6.1.2.9 All details completed and referenced to the plans.
104.1.1.6.1.2.10 Final calculations required to meet this level of completion.
104.1.1.6.1.2.11 Seismic bracing, seismic pipe support and seismic equipment support design and/or verification of the need for seismic analysis in relation to any of these systems or their components. Specifications shall be provided requiring a 3rd party seismic professional to provide analysis; cost and burden of this contract shall be carried by the contractor.
104.1.1.6.1.2.12 Specialty design such as food service equipment, refrigeration, security, fire alarm, fire sprinkler, and any mechanical, electrical or plumbing not directly associated with implementation of ECM's as listed in the project scope table.
104.1.1.6.1.2.13 Life safety consulting and code consulting associated with life safety systems is not included.
104.1.1.6.1.2.14 Infrastructure design not associated with Energy Conservation Measures (ECM's) to be implemented. The ECM's listed in the project scope table are understood to be Energy Conservation Measures which were generated by JBA through Energy Audits and are expanded upon within the reports.
104.1.1.6.1.2.15 JBA will not be providing measurement and verification of systems or ECM's. A third party commissioning or retro-commissioning agent to be contracted by the Owner for these purposes.
104.1.1.6.1.2.16 Air balance or verification of existing systems. A third party certified air balance company to be contracted by the Owner for these purposes.

104.1.1.6.1.3 Electrical

104.1.1.6.1.3.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
104.1.1.6.1.3.2 Required single line drawings.
104.1.1.6.1.3.3 Completed panel schedules.
104.1.1.6.1.3.4 Electrical room details showing equipment in plan and elevation.
104.1.1.6.1.3.5 All special systems as required.
104.1.1.6.1.3.6 All details completed and referenced to the plans.
104.1.1.6.1.3.7 Final calculations required to meet this level of completion.

104.1.1.6.1.4 Structural

104.1.1.6.1.4.1 JBA will subcontract a Structural Engineering firm to provide structural verification of the existing building's ability to accommodate replacement equipment.

104.1.1.6.1.5 Specifications

104.1.1.6.1.5.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
104.1.1.6.1.5.2 Final form technical specifications in CSI format.

104.1.1.6.2 **Prepare 60 percent Construction Documents,** including the following:

104.1.1.6.2.1 Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 30% and 90% requirements.

104.1.1.6.3 **Prepare 90 Percent Construction Documents**, including the following:

104.1.1.6.3.1 Drawings

104.1.1.6.3.1.1 Complete drawings containing all the information listed in the preceding 60 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

104.1.1.6.3.2 Specifications

104.1.1.6.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

104.1.1.6.3.3 Calculations

104.1.1.6.3.3.1 Complete structural, mechanical, plumbing, and electrical calculations.

104.1.1.6.3.4 General

104.1.1.6.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

104.1.1.6.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

104.1.1.6.3.4.3 Provide Exterior Light Fixture cut sheets for review

104.1.1.6.4 Prepare Final Construction Documents, including the following:

104.1.1.6.4.1 Drawings

104.1.1.6.4.1.1 Complete drawings, READY FOR BID stamped and signed by the engineers of record registered in the State of Nevada.

104.1.1.6.4.2 Specifications

104.1.1.6.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

104.1.1.6.4.3 Calculations

104.1.1.6.4.3.1 Complete structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

104.1.1.6.4.4 General

104.1.1.6.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

104.1.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

ARTICLE 105: BIDDING PHASE

105.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

105.1.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

105.1.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

105.1.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

105.1.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

105.1.3.3 Attend and participate in the Pre-bid meeting.

105.1.3.4 Participate in bid evaluation and recommendations.

105.1.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

ARTICLE 106: CONSTRUCTION ADMINISTRATION PHASE

106.1.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs. Continuous presence on facility sites other than meetings and site verifications detailed in our scope of services are not included in scope of services.

106.1.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

106.1.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

106.1.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction 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. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

106.1.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

106.1.3.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

106.1.3.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction

of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

106.1.3.5 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

106.1.3.6 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

106.1.3.7 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

106.1.3.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

106.1.3.9 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

106.1.3.10 CHANGE ORDERS. Promptly review, comment on, approve, and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Change Order or Construction Change Directive is 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, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

106.1.3.11 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

106.1.3.12 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

106.1.3.13 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Agreement and do not authorize any Additional Services.

106.1.3.13.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

106.1.3.13.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

106.1.3.13.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

106.1.3.13.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

ARTICLE 107: POST CONSTRUCTION PHASE

107.1.1 The Consultant shall provide the following scope of services:

107.1.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) on acid-free bond format to the City.

107.1.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

ARTICLE 1 ARRA FEDERAL FUNDING REQUIREMENTS

RECITALS

WHEREAS, the City has entered or anticipates entering into a funding agreement involving the American Recovery and Reinvestment Act of 2009, Public Law 111-5, hereinafter referred to as the "ARRA" program; and

WHEREAS, the City is responsible for planning, administering, and implementing the ARRA program to ensure that it conforms to the required terms and conditions; and

WHEREAS, the City as grantee, wishes to engage the Consultant to assist the City in utilizing such funds by providing services to meet one or more of the ARRA program's objectives;

WHEREAS, the City may utilize ARRA funds in whole or in part for the engagement of the Consultant for the Project;

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

1.1 FEDERAL GENERAL CONDITIONS

1.1.1 The Consultant acknowledges that ARRA funds may be used for the Project and the Consultant agrees to comply with the all federal laws, orders, regulations and directives. The applicable ARRA federal award terms shall govern over any conflicts with other federal terms or Agreement provisions.

1.2 RECORDS

The Consultant shall provide the City and the Comptroller General of the United States through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the program; and shall establish a proper accounting system in accordance with generally accepted accounting standards or Federal agency directives, and to cooperate with any required financial and compliance audits in conducted in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

1.3 CONFLICT OF INTEREST

1.3.1 The Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

1.3.2 No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

1.4 FEDERAL STATUTES

1.4.1 The Consultant agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

1.4.2 The Consultant agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

1.4.3 The Consultant agrees to comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) regarding labor standards for federally-assisted construction sub-agreements.

1.4.4 The Consultant agrees to comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

1.4.5 The Consultant agrees to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

1.4.6 The Consultant agrees to cooperate with the grant awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

1.5 ARRA CONDITIONS

1.5.1 The Consultant agrees to comply with all requirements of ARRA, as may be updated, including but not limited to the following terms:

1.5.1.1 Subcontracts. These ARRA requirements include and require performance by each subconsultant, subcontractor, and supplier at all tiers equal to that required by the Consultant. The Consultant agrees to include and flow-down all ARRA requirements and provisions in all contracts and purchase orders at any tier entered into hereunder.

1.5.1.2 Registration. Consultant shall obtain a DUNS number and register in the Central Contractor Registration database no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act Reporting Requirements, maintain current registrations in the Central Contractor Registration database at all times during which they have active federal awards funded with ARRA funds, and complete other registration requirements as determined by the Director of the Office of Management and Budget.

1.5.1.3 Reporting. Consultant shall report quarterly on project or activity status, job creation and preservation, and subcontract information. Consultant agrees that it will provide all information and documentation required by the City in order to comply with the ARRA program.

1.5.1.4 Buy American. Consultant shall comply with the ARRA section 1605 domestic sourcing (Buy American) requirements that apply to certain iron, steel and manufactured goods, and the Buy American Act (41 U.S.C. 10a-10d), and to specify and allow only compliant goods and materials for use in the Project. During the preparation of documents, the Consultant shall verify with the supplier and manufacturer that they have a compliant product if no model number is being stated in the documents, and that a particular model is compliant if listing model numbers. Consultant is responsible for verifying compliance of all contractor submittals. The Consultant is responsible for compliance of their subconsultants at all tiers. The Buy American requirement shall be stated in each specification section providing construction materials. Consultant and subconsultants at all tiers are required to keep records of their efforts to verify compliance for each product used and provide the records to the City upon request. The Consultant shall be responsible for the removal and replacement of foreign goods and the reduction of the federal award amount should foreign goods be allowed to remain, caused by the Consultant's failure to comply with the Buy American provisions.

1.5.1.5 Waivers. The Consultant shall not utilize any waivers allowed by the Buy American or other provisions of ARRA without the prior written approval of the City, which the City may refuse to grant without assigning any reason for the refusal. Waiver of Buy American refers to the three allowed circumstances of: (1) unavailability, (2) 25 percent cost increase, and (3) not in the public interest, described in 74 FR 18452, 176.60 and 176.80.

1.5.1.6 Segregation and Payment of Costs. Consultant shall separately track and maintain records that identify adequately the source and application of ARRA funds to ensure proper accounting and reporting of expenditures in single audits. The Consultant agrees to maintain timesheets to document hours worked for activities related to this Project that segregate ARRA funded activities from unrelated activities. Invoices must clearly indicate the portion of requested payment that is for work funded by ARRA.

1.5.1.7 Transparency. The Consultant agrees to comply with the Federal Funding Accountability and Transparency Act of 2006, as amended, and the Government Funding Transparency Act of 2008, as may be amended, and acknowledges that information about this Agreement, the Project, and the Consultant will be publicly available including publishing on the Internet, and agrees to provide all reported data through the City unless directed to provide it directly to the federal agency.

1.5.1.8 Access to Records and Employees. The Consultant shall comply with the access provisions of Sec. 901, Sec. 902, and Sec. 1515(b) of ARRA including granting the City, U.S. Comptroller General, Inspector General of a federal department or agency, and other federal authorities and the representatives of any, the authorization to examine any records of the Consultant or any of its subconsultants that directly pertain to, and involve transactions relating to, this Agreement or subcontracts; and authorization to interview any officer or employee of the Consultant or any of its subconsultants regarding such transactions. The Consultant and subconsultants shall provide access at all reasonable times before and during the period of retention and provide proper facilities for such inspection and audit.

1.5.1.9 Records Retention. All financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Consultant in connection with the work under this Agreement, other applicable credits, and fee accruals under this Agreement, shall be the property of the U.S. Government, and shall be delivered to the U.S. Government or otherwise disposed of by the Consultant as directed the awarding federal agency contracting officer. Except as otherwise directed by the awarding federal agency contracting officer, all records in the possession of the Consultant relating to this Agreement shall be preserved by the Consultant for a minimum period of three years after final payment.

1.5.1.10 Inspection. The City, federal agencies, and their representatives shall have the right to inspect the work and activities of the Consultant and subconsultants under this Agreement at such time in such manner as it shall deem appropriate.

1.5.1.11 False Claims. The Consultant and subconsultants at all tiers shall promptly refer to the City and Inspector General of the federal agency any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds (False Claims Act, 31 U.S.C. sec. 3729-3733)(ARRA Sec. 1553).

1.5.1.12 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 [Mar 2009]. (a) The Consultant shall post notice of employee rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). (b) The Consultant shall include the substance of this clause including this paragraph (b) in all subcontracts.

1.5.1.13 Subcontracting Preferences. Consultant shall to the maximum extent practicable give a preference to small businesses, disadvantaged business enterprises, and local hiring in the award of subcontracts.

1.6 MODIFICATION OF AGREEMENT

1.6.1 Amendment or Revision Required By ARRA. The Consultant agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of ARRA requirements without amending this Agreement or additional compensation. Should ARRA or any applicable federal statutes or regulations require modification of this Agreement, Consultant and the City hereby agree to amend or otherwise revise this Agreement.

1.6.2 Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

200.2 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: CONSTRUCTION DOCUMENT PHASE

201.1 If required, Nevada Power, Embarq, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.

201.2 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 30%, 60%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block.

201.3 Exterior Light Fixture Cut Sheets at 90% Submittal.

201.4 Building Permit Application.

201.5 Building Department and Land Development plan review permit applications.

201.6 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

201.7 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

201.8 Drawing list with sheet title and issue date for each sheet.

201.9 Specifications contributing authors' stamps and signatures.

ARTICLE 202: BIDDING PHASE

202.1 All bidding documents in pdf format for posting on DemandStar.com.

202.2 Requested and necessary addenda.

ARTICLE 203: CONSTRUCTION ADMINISTRATION PHASE

203.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.

ARTICLE 204: POST CONSTRUCTION PHASE

204.1 Final Record Drawings in both electronic and acid-free bond format.

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.

ARTICLE 301: PHASE 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
Construction Documents	120	City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding	60	
Construction	120	
Post Construction		City determined.
TOTAL	**300**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development (not required) for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

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 responsible for any damages 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.

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.4 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

302.5 The Nevada Power Company design precedes the Embarq submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.6 The application to the Las Vegas Water District, if required, must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process,

which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.

302.7 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Agreement.

303.1.2 The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in Construction Time (time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase or decrease from the time that was provided in the Contractor's construction contract at award. To the degree a construction extension of time is due to a suspension of the construction (and a resulting reduction in the Consultant's weekly work, regardless of the amount of such reduction), any increase of fee will be determined under Section 10.01 Suspension instead of this paragraph.

303.1.3 The Consultant's fee for the Construction Phase shall be increased as an Additional Service for the Consultant's costs after the Construction Time exceeds fifty percent more time than was provided for in the Contractor's construction contract time as awarded, with the Consultant absorbing any and all unanticipated Consultant costs up to the fifty percent time increase.

303.2 Should the Contractor complete the Project in less than fifty percent of the original awarded contract time, the Consultant's fee shall be proportionately reduced for the Construction Phase, with the City paying the full amount of the fee for the Construction Phase regardless of any reduction in time less than the fifty percent time reduction.

303.3 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 397: TOTAL COMPENSATION

397.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, and Additional Services shall not exceed **$326,170.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 398: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

398.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with the Agreement based upon the percentage of completion for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE (with exception of Structural Engineering)	REMARKS
Structural Engineering – hourly not to exceed	8%	$23,400	JBA to invoice hourly in accordance with rates listed in Exhibit "E" Plus 1.10 markup.
Construction Documents	57%	$176,770.00	
Bidding	5%	$15,000.00	
Construction/Post Construction	27%	$86,000.00	
Post Construction	3%	$10,000.00	Drafting As-Built Drawings, Punch List
	TOTAL	$311,170.00	

398.2 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.
At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

ARTICLE 399: ALLOWANCE FOR ADDITIONAL SERVICES

399.1 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.

399.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

399.3 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.

399.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$15,000.00	**Additional meetings, reviews, site visits, engineering calculations, testing, document reproduction.**

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 496: CONSULTANT HOURLY RATES

496.1 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	RATE	UNIT
Sr. Principals	$175	Per Hour
Principals/Directors	$175	Per Hour
Sr. Engineers/Manager	$175	Per Hour
Sr. Project Manager	$150	Per Hour
Project Managers / Engineers	$125	Per Hour
Senior Designers	$95	Per Hour
Designers / Engineering Assistant	$85	Per Hour
Sr. Design CADD Operators	$75	Per Hour
Design CADD Operator	$65	Per Hour
Clerical	$65	Per Hour

ARTICLE 497: SUB-CONSULTANT HOURLY RATES

497.1 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.

O'Connor Construction Management	HOURLY RATE
Principal	$180
Senior Estimator	$135
Senior Scheduler	$135
Senior Project Manager	$135
Estimator	$120
Scheduler	$120
Project Manager	$120

John A. Martin & Associates	HOURLY RATE
Principal	$195
Associate Principal	$185
Associate	$175
Lead Project Engineer	$150
Chief Draftsman	$190
Senior Structural Draftsman	$165
Structural Designer	$115
Structural Draftsman	$85
Support Staff	$80

ARTICLE 498: REIMBURSABLE EXPENSES

498.1 The following Reimbursable Expenses are allowed: **None authorized or anticipated as of the date of this Agreement.**

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Patrick Batte

600.2 CONSTRUCTION PROJECT REPRESENTATIVE: Russell Coleman

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Robert Madeja, Howard Poe, Dave Magdefrau, Neal Blodgett, Kris Kalkowski.

601.1.2 PROJECT ENGINEER: Cindy Zanzig, Chris Lovett

601.1.3 RESPONSIBLE IN CHARGE PERSON Cindy Zanzig

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER Chris Lovett
List Engineer license number: 017124

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

602.1.1 STRUCTURAL ENGINEER: John A Martin Associates

602.1.2 COST ESTIMATOR: O'Connor Construction Management

END OF EXHIBIT "F"

EXHIBIT "G"

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.

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	JBA Consulting Engineers, Inc.
Address	5155 W. Patrick Lane, Las Vegas, NV 89118
Telephone	(702)362-9300
EIN or DUNS	88 0098805

Block 2: Description

Subject Matter of Contract/Agreement:
Energy Audit Building Retrofits

RFP #: Not Applicable

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.	Edward F Butera/President	5155 W. Patrick Ln., Las Vegas, NV 89118	(702)632 9200
2.	Brad R Geinzer/Treasurer	5155 W. Patrick Ln., Las Vegas, NV 89118	(702)632 9200
3.	Dwayne G Miller/Secretary	5155 W. Patrick Ln., Las Vegas, NV 89118	(702)632 9200
4.	Michael A Schwob/Director	5155 W. Patrick Ln., Las Vegas, NV 89118	(702)632 9200
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.

_____
Name

10/1/10
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 1st day of October, 2010

_____
Notary Public

ANGAIL LYMAN
Notary Public State of Nevada
No. 04-87370-1
My appt. exp. Jan. 14, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: LEISURE SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the reciprocal use of parks, park facilities, community centers and related equipment - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The County and the City each own and operate recreational parks, park facilities and community centers, which are adjacent to or in proximity of each other's jurisdictional boundaries. Occasions arise when there is a desire to utilize the other party's facility or park for the purpose of conducting or sponsoring a special program or event for the benefit of the community.

RECOMMENDATION:
Staff recommends approval of the Interlocal Agreement with Clark County and authorizes the Mayor to execute the agreement following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Interlocal Agreement for the Reciprocal Use of Parks, Park Facilities, Community Centers and Related Equipment

Interlocal Agreement for the Reciprocal Use of Parks, Park Facilities, Community Centers and Related Equipment

This Interlocal Agreement for the Use of Parks, Park Facilities, Community Centers and Related Equipment (this "Agreement") is made and entered into this ____ day of _____, 2010, by and between the County of Clark, Nevada, a political subdivision of the State of Nevada (the "County") and the City of Las Vegas (the "City") a municipal corporation within the State of Nevada, which governmental entities are individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to the provisions of NRS 277.180, governmental entities are authorized to enter into an agreement which provides for the joint use of county and city personnel, equipment and facilities, including, without limitation, playgrounds, parks, recreational facilities and public buildings of the county or city, under such terms and conditions that they determine promote the welfare of the inhabitants of the county and/or city;

WHEREAS, the County and the City each own and operate recreational parks, park facilities and community centers, which are adjacent to or in proximity of each other's jurisdictional boundaries;

WHEREAS, the County and the City may periodically desire to utilize the other Party's park, park facility or community center, including the use of certain equipment which may be available at the aforementioned facilities, for the purpose of conducting or sponsoring a special program or event for the benefit of the community;

WHEREAS, the County and the City are willing to pay the costs for materials, equipment or additional staff (including overtime costs) that are the result of utilizing each other's parks, park facilities, community centers and equipment;

WHEREAS, the County and the City desire to set forth in this Agreement the terms and conditions governing the use of each other's parks, park facilities, community centers and equipment.

NOW, THEREFORE, the Parties agree as follows:

1. AUTHORIZATION TO USE.

The County and the City hereby agree to allow each other the requested use of their respective parks, park facilities, community centers, and the equipment which may be available at the aforementioned facilities, on an as available basis, and subject to the terms and conditions of this Agreement. Except as provided for in Section 5 below or elsewhere in this Agreement, the use of the park, park facility, community center or equipment shall be free of any rental charge to the requesting Party.

2. TERM.

This Agreement shall commence upon approval and execution by each Party, and shall continue in effect until either the County of the City elects to terminate this Agreement by providing the other Party with written notice of such termination effective thirty (30) calendar days after receipt thereof.

3. NOTIFICATION OF REQUESTED USE AND SCHEDULING.

In order to exercise the right of use granted in Section 1 above, the County or City, whichever is the requesting Party, agrees to notify the other Party in writing no less than 30 days prior to the scheduled event of their desire to utilize a certain park, park facility or community center, including any desired equipment which may be available at the aforementioned facilities, which is under the ownership and control of that Party. The Party receiving the application will review the request to determine if the requested park, park facility, or community center, including the requested equipment and staff at those facilities, is available for use by that Party.

For purposes of this Agreement, the requested park, park facility or community center will be considered unavailable for use for any of, but not necessarily limited to, the following reasons:

(i) Schedule – An application may be denied for any event which conflicts with an event already scheduled at the requested park, park facility or community center by the Party, which event will take precedent over the request made by the other Party.

(ii) Existing Commitments – An application may be denied if there is a conflict with pre-existing contractual commitments regarding the use of the park, park facility, or community center (e.g. the Open Doors Open Schools Agreement with the Clark County School District).

(iii) Maintenance and Construction – An application may be denied due to previously scheduled maintenance and construction taking place at the requested park, park facility, or community center.

(iv) Staff Availability – An application may be denied if the Party's staff normally required to support the event is already assigned to other tasks or otherwise unavailable.

(v) Facility Hours – An application may be denied if the scheduled time for the event is outside the facility's regular scheduled hours of operation unless a required fee to cover such additional operational expenses have been negotiated and agreed to by the Parties.

(vi) Capacity Issues – An application may be denied if the event would impact parking and access to the park, park facility or community center for other already scheduled events.

(vii) Duplication of Services – An application may be denied if the Party receiving the application already provides for the same or similar event as that for which

the other Party is requesting use of the park, park facility or community center.

(viii) Public Purpose – An application may be denied if the event is determined not to be of benefit to the public by the Party approving the request for the use of a park, park facility or community center.

Any application submitted by the City must be approved by the Director of the Department of Parks and Recreation for Clark County or the Director's duly appointed designee. Any application submitted by Clark County must be approved by the Director of the Department of Leisure Services or the Director's duly appointed designee or by the Manager for the Office of Cultural Affairs of the City Manager's Office, or the Manager's duly appointed designee.

If an unforeseen conflict, not including acts of nature (e.g. inclement weather) or community safety issues (e.g. civil unrest) should arise or occur that would prevent the requesting Party from holding its event, to the extent that it is feasible, the Party who has granted the use of its park, park facility or community center will provide the requesting Party two weeks, or such other period of time as is reasonable under the circumstances, written notification of the unforeseen conflict in order to provide the requesting Party with the opportunity to reschedule or relocate the event. The Party approving use of its park, park facility or community center shall not be liable for any cancellation due to an unforeseen conflict except for the refund of any fees previously paid by the Party scheduling the event.

Each Party agrees that third party lease or subleasing of the requested park, park facility or community center is prohibited under this Agreement.

4. PERMITS AND LICENSES.

The Party requesting the use of a park, park facility or community center is responsible for obtaining the permits and licenses which are necessary to conduct the scheduled event. The Party allowing for the use of its park, park facility or community center shall not be responsible for any costs associated with any of the required permits or licenses.

5. STAFFING AND EQUIPMENT/FACILITY COSTS.

The Party scheduling the event will reimburse the other Party for any additional staff costs resulting from the utilization of the other Party's park, park facility or community center and/or equipment. The Party scheduling an event will be responsible for setting up and closing down their own event.

For purposes of this Agreement, "staffing costs" means any costs associated with (i) requiring staff to remain or be present at the times staff would not normally be onsite at the event site, or (ii) assigning additional staff to the event site due to the inability of the regular staff to remain onsite because of conflicting assignments or commitments.

Such additional staffing costs may also include, but are not limited to, the following;

(i) Additional Staffing: If additional staffing, such as security and custodial clean up or an equipment operator is needed, the requesting Party is responsible for arranging for and paying all costs associated with such staffing.

(ii) Use of Facility and Equipment: Any request for the use of equipment, which is needed to support an event, shall be limited to the equipment usually on hand at the facility and is not already in use. Any additional equipment (including lighting, sound, audio/visual, and porta potties) needed for the event is the responsibility of the requesting Party. Additional lighting, sound and audio/visual equipment may be available, however it is the responsibility of the approving Party to determine in its sole discretion whether or not to grant the use of such equipment after considering such factor as availability, staffing cost, safety and required training needed to use the equipment.

(iii) Other Incremental Costs: Each party shall reimburse the other for any additional incremental costs that occur as a result of the use of the requested park, park facility or community center. Such incremental costs include, but are not limited to, vendors hired to provide additional custodial support, security, special facility/park preparation or restoration services that would not be done as part of the regular daily operations at the requested facility.

The Party receiving a request for the use of its park, park facility, community center or equipment agrees to provide the requesting Party with an estimate of the staffing, equipment and other costs associated therewith at least two weeks prior to the scheduled event. The requesting Party must be provided payment of the estimated costs at least 72 hours prior to the event. If it appears to the Party receiving the request that the actual costs will exceed the estimate, such Party agrees, if feasible, to notify the requesting Party of such additional costs at least 72 hours prior to the event, and the requesting Party shall indicate to that Party whether it wants to proceed with the event. Notwithstanding the 72 hour prior notice, if, after the conclusion of the event, the actual costs of using the park, park facility, community center or equipment exceed the previously given estimate, the requesting Party agrees to pay the Party additional costs within 30 days after receipt of an invoice requesting payment.

6. LIABILITY.

The Party granted use of a park, park facility, community center or equipment agrees to pay any and all damages and repair costs incurred in connection with such use.

Each Party agrees to maintain a policy of self insurance or purchase insurance adequate to cover the risks of liability during the term of this Agreement. If the requesting Party elects to purchase insurance, then such insurance will be in an amount and with a company acceptable to the other Party, and a copy of the certificate of insurance shall be provide to that Party prior to any use of the park, park facility, community center, or related equipment by the requesting Party, and such certificate shall name both Parties as additional insured parties thereunder.

Without waiving the limitation of liability of governmental entities set forth in NRS Chapter 41, and subject to the limit contained therein, the County shall protect, indemnify and hold the City, its officers and employees (collectively the "City"), harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, reasonable attorney's fees, court costs or other expenses of any and every kind or character (collectively the "liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of (i) the use of the park, park facility and community center (including equipment that may available for use at the aforementioned facilities) by the County, or (ii) any negligent act or omission on the part of the County, its officers, employees or agents in the performance of this Agreement.

Without waiving the limitation of liability of governmental entities set forth in NRS Chapter 41, and subject to the limit contained therein, the City shall protect, indemnify and hold the City, its officers and employees (collectively the "County"), harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, reasonable attorney's fees, court costs or other expenses of any and every kind or character, which may be recovered from or sought against the County, or any of them, as a result of, by reason of, or as a consequence of (i) the use of the park, park facility and community center (including equipment that may available for use at the aforementioned facilities) by the City, or (ii) any negligent act or omission on the part of the City, its officers, employees or agents in the performance of this Agreement.

Nothing in this Section shall be construed or interpreted to waive the statutory limitation of liability set forth in NRS Chapter 41 enacted for the benefit and protection of governmental entities within the State of Nevada.

7. NOTICES.

All notices required pursuant to the provisions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by computer electronic mail (e-mail) with confirmation of such transmission, (iii) transmitted by facsimile with confirmation of such transmission or (iii) transmitted by U. S. mail via certified mail return receipt requested to the following person or address:

TO COUNTY: Director
Clark County Department of Parks and Recreation
2601 E. Sunset Road
Las Vegas, Nevada 89120
E-Mail Address: Jepx@co.clark.nv.us
Fax No. 702-455-8260

TO CITY: Director or Designee
City of Las Vegas Department of Leisure Services
City of Las Vegas
749 Veterans Memorial Drive

Las Vegas, Nevada 89101
E-Mail Address: Lzimmerman@lasvegasnevada.gov
Fax No.702-383-6306

Manager
Office of Cultural Affairs
City of Las Vegas
401 S. 4th Street
Las Vegas, Nevada 89101
E-Mail Address: ndeaner@lasvegasnevada.gov
Fax No.702-383-1129

The Parties agree to provide written notification of any change in the above information. An original signed notice via U. S. mail shall follow any e-mail or faxed notice.

8. NO PARTNERSHIP OR THIRD PARTY BENEFICIARY.

This Agreement, and nothing contained in this Agreement, shall be interpreted to, create any partnership, joint venture or other arrangement between the Parties except as expressly provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto, and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

9. INTEGRATION.

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all other oral and written negotiations, agreements and understandings of every kind.

10. AMENDMENTS OR MODIFICATIONS.

All amendments to this Agreement must be in writing and must be properly executed by both Parties with the same formality that accompanied the execution of this Agreement.

11. GOVERNING LAW.

This Agreement will be subject to the laws of the State of Nevada. The Parties agree that throughout the term of this Agreement, they will comply with all applicable laws, including federal, state and local laws, ordinances, rules and regulations.

12. CAPTIONS.

The captions appearing at the commencement of the sections hereof are

descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit, or describe the scope or intent of this agreement, nor in any way affect this agreement.

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

Clark County, Nevada

By: _____
Rory Reid, Chairman Date
Board of County Commissioners

ATTEST:

_____
Diana Alba, County Clerk Date

City of Las Vegas

By: _____
Oscar B. Goodman Date
Mayor

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

Approved as to form:

Robert S. Sylvain 10-19-10
Robert S. Sylvain, Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Agreement between the Clark County Water Reclamation District, City of Henderson and the City of Las Vegas regarding a cost-sharing arrangement for professional legal services in the renewal of wastewater treatment facilities discharge permits - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Wastewater treatment facilities that discharge to surface waters are required to obtain or renew a Discharge Permit from the Environmental Protection Agency every five years. This permitting program is administered through the Nevada Division of Environmental Protection (NDEP). The permitting process requires the submittal of technical analysis and a variety of forms with potential long lasting legal ramifications. In order to more efficiently and effectively move through this process, three of the Las Vegas Valley dischargers have agreed to utilize the legal services of Briscoe Ivester and Bazel, LLP in order to coordinate permitting application activities and provide legal expertise. Approval of this interlocal agreement will establish a cost-sharing agreement between the Clark County Water Reclamation District, City of Henderson and the City of Las Vegas for legal representation and coordination relative to renewal of their individual NDEP wastewater permits. This agreement will utilize the existing professional legal services contract for environmental legal issues and any expenses accrued by the entities within the agreement are to be fully reimbursed to the city.

RECOMMENDATION:
Staff recommends approval of this item

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY RECLAMATION DISTRICT, THE CITY OF HENDERSON, AND CITY OF LAS VEGAS

THIS INTERLOCAL AGREEMENT, is made and entered into as of the _____ day of _____, 2010 by and between the Clark County Water Reclamation District ("CCWRD"), the City of Henderson ("HENDERSON") and the City of Las Vegas ("LAS VEGAS"), jointly referred to as the "ENTITIES"

W I T N E S S E T H

WHEREAS, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking pursuant to NRS 277.180; and

WHEREAS, the ENTITIES provide wastewater services to the residents of Clark County; and

WHEREAS, the ENTITIES desire to be jointly represented by counsel for the coordination and renewal of wastewater permits; and

WHEREAS, the ENTITIES agree to equally share the cost of representation by counsel;

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the ENTITIES agree to the following:

LAS VEGAS has retained the services of Briscoe Ivester and Bazel, LLP (hereinafter referred to as "LEGAL COUNSEL") under contract in an amount not to exceed Three Hundred Thousand ($300,000) Dollars, and expiring September 2011. This contract will provide LAS VEGAS with legal representation concerning environmental issues, negotiations, and administrative proceedings that arise under federal and Nevada laws in the operation of its facilities.

As part of the existing contract with LAS VEGAS, LEGAL COUNSEL will represent the ENTITIES in the renewal of their individual Nevada Department of Environmental Protection wastewater permits, which expire in the Summer of 2011. Total fees for representation related to the renewal of wastewater permits shall not exceed One Hundred Fifty Thousand ($150,000) dollars collectively, or Fifty Thousand ($50,000) individually.

LAS VEGAS shall receive invoice billings and monthly accounts from LEGAL COUNSEL, and pay contracted amounts within thirty (30) days from receipt of invoice. LAS VEGAS shall submit to CCWRD and HENDERSON a copy of invoices pertaining to renewal of wastewater permits, and provide an itemized accounting for services rendered as provided by LEGAL COUNSEL. Itemized invoices shall be sent to the following addresses:

City of Henderson
Barney Rabold
Deputy Director
Department of Utility Services
240 Water Street

Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Attention: Richard Mendes, Gen. Mgr.

Henderson, NV 89009-5050

Within thirty (30) days of receipt of the invoice CCWRD and HENDERSON shall reimburse LAS VEGAS for their proportional one-third share of the costs for wastewater permit renewal invoicing, in a total amount not to exceed Fifty Thousand ($50,000) dollars each.

Payment shall be sent to the following address:

City of Las Vegas
Department of Finance and Business Services
ATTN: Accounts Receivable
400 Stewart Avenue
Las Vegas, NV 89101-2986

This AGREEMENT may be terminated by any party upon sixty days written notice. The parties agree to pay the requisite share of expenses up to the date of termination.

The parties do not intend to benefit any person who is not part of this Agreement, nor to assume any duty beyond that imposed by the general statutory law and regulations.

IN WITNESS WHEREOF, the CCWRD, HENDERSON, and LAS VEGAS have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day first noted above.

CLARK COUNTY WATER
RECLAMATION DISTRICT

By: _____
Richard Mendes
General Manager

Approved as to legality and form:

By: _____
Carolyn C. Campbell
Deputy District Attorney

CITY OF LAS VEGAS

By: _____
Oscar Goodman
Mayor

Approved as to legality and form:

By: John S. Ridilla 10/1/10
John S. Ridilla
Deputy City Attorney

Deputy City Attorney

CITY OF HENDERSON

By: _____
Andy Hafen
Mayor

Approved as to legality and form:

By: _____
Terri A. Williams
Assistant City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Intrastate Interlocal Contract Between Public Agencies with the State of Nevada acting through the Old Las Vegas Mormon Fort State Historic Park and the City of Las Vegas to allow the construction of banners and a decorative sidewalk embellishment, work that is associated with the Cultural Corridor Improvements project, within the park property located at 500 East Washington Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is constructing sidewalk enhancements for the Cultural Corridor that includes work within the Old Las Vegas Mormon Fort State Historic Park. This Intrastate Interlocal Contract will allow for the installation of banners and a sidewalk embellishment associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Intrastate Interlocal Contract Between Public Agencies

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Old Las Vegas Mormon Fort State Historic Park
500 E. Washington Ave
Las Vegas, NV 89101

And

City of Las Vegas Department of Public Works
400 E. Stewart Ave
Las Vegas, NV 89101
(702) 229-6276

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of **City of Las Vegas Department of Public Works** hereinafter set forth are both necessary to **Old Las Vegas Mormon Fort State Historic Park** and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to 12/31/11, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. **Old Las Vegas Mormon Fort State Historic Park** agrees to provide the services set forth in paragraph (6) at a cost of $ 0 per hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: 0, not exceeding $ 0 Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Public Agency Signature	Date Title
Park Supervisor or Regional Manager of State Parks	Date
Administrator, Division of State Parks	Date
Admin. Services Officer II, Division of State Parks	Date

Approved as to form by:

Deputy Attorney General for Attorney General	On (Date)

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners	On (Date)

Approved as to form
John S. Ridilla 10/6/10
John S. Ridilla Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Land Owner Agreement between the City of Las Vegas and the U.S. Fish and Wildlife Service granting the Service authority to complete the burrowing owl habitat at Floyd Lamb Park located at 9200 Tule Springs Road - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the Land Owner Agreement between the City of Las Vegas and the U.S. Fish and Wildlife Service is to support cooperative efforts to improve the habitat of the burrowing owls at Floyd Lamb Park, through restoration, enhancement, and creation of suitable burrowing owl habitat sites. This agreement will become effective upon the date of last signature and will expire 10 years after the last signature.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
U.S. Fish and Wildlife Service Cooperative Agreement No. 84320AJ516 Packet

REGION 8
PARTNERS FOR FISH AND WILDLIFE (Partners)
COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE (Service)
and
RED ROCK AUDUBON SOCIETY

FWS Agreement No.: 84320AJ516
Charge Code: 84320-1121-8GEN
Amount Obligated: $10,000
CFDA No.: 15.631
Cooperator TAX ID#: 88-0154994
Agreement Expiration Date: 8/15/2015

I. TYPE OF AGREEMENT:
X PARTNERS Cooperative Agreement

II. TYPE OF ORGANIZATION
___ State, Local or Indian Gov.
_X_ Non-Profit Organization
___ Higher Education Inst.
___ Private Individual
___ Business Organization

III. PARTICIPANTS:

Service Office
Name: Nevada Fish and Wildlife Office
Address: 4701 N. Torrey Pines Blvd
City/State/Zip: Las Vegas, Nevada, 89130
Phone: 702-515-5230

Cooperator Organization
Name: Red Rock Audubon Society
Address: PO Box 96691
City/State/Zip: Las Vegas, Nevada, 89193
Phone: 702-390-9890

IV. PROJECT OFFICERS:

Partners Project Officer
Name: Christiana Manville
Phone: 702-515-5240
Email: Christiana_manville@fws.gov

Cooperator Project Officer
Name: Robert Wilkin
Phone: 702-210-1644
Email: rjwilkin@cox.net

V. PURPOSE/OBJECTIVE:

The purpose of this agreement is to support cooperative efforts which are intended to offset the loss and alteration of important habitats. The objective is to improve habitat values for fish and wildlife, both in quantity and quality, through restoration, enhancement, creation, and management activities.

Habitat restoration work completed through this agreement will benefit the people of the United

States by restoring and protecting public trust resources, (i.e. including migratory birds and federally threatened and endangered species).

The Cooperator will, in cooperation with the Service, other agencies, and private landowners, restore and improve fish and wildlife habitat in Clark County. The Cooperator and the Service have identified an intended restoration project. A project description and budget is included in Exhibit A. If unanticipated circumstances prevent completion of the project or result in remaining funds, the parties would work together as explained in Section XV Modification Procedures, to develop activities that accomplish the purpose of this agreement and are within the scope of work.

VI. BACKGROUND:

This funding opportunity has been advertised on Grants.gov under program announcement number "PARTNERS-10" and the Standard Forms (SF) 424 and 424B have been received from the Cooperator. Through their experience and expertise in restoring habitats for Federal trust species, the Cooperator is uniquely qualified to accomplish habitat restoration activities supported by this agreement.

VII. AUTHORITY:

This Cooperative Agreement between the Service and Red Rock Audubon Society is entered into under the authority of section 1 of the Fish and Wildlife Coordination Act (48 State/401 as amended; 16 U.S.C. 661 et seq.) and the Partners for Fish and Wildlife Act (16 U.S.C. 3771 et seq.).

VIII. FUNDING INFORMATION:

The Service will provide $10,000 for the work identified in the attached project work plan and budget for the enhancement of burrowing owl habitat. The Cooperator will provide in-kind services that are worth approximately $10,488.

Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

IX. PERIOD OF PERFORMANCE:

This agreement will become effective upon the date of the last signature and will expire on August, 15, 2015.

X. SPECIFIC OBLIGATIONS OF EACH PARTY:

A. The Service shall:

1. Work with the Cooperator to carry out this agreement to participate in fish and wildlife habitat improvement activities to be conducted on private lands that are mutually beneficial to the Service and the landowner.

2. Provide $10,000 of Partners for Fish and Wildlife Program funds in the manner put forth in the section above titled "Funding Information."

3. Provide technical assistance as needed to the Cooperator regarding project design, fish and wildlife biological needs, establishment and management of native riparian and other plant communities.

4. Assist in achieving compliance with the Federal Endangered Species Act, Clean Water Act, National Historic Preservation Act, and other Federal regulations.

5. A Landowner Agreement, in the format incorporated herein under Section XVII. Related Attachments, Exhibit C, must be filled out for each landowner. Each shall be in effect for no less than 10 years and shall be executed prior to commencement of project implementation. The Partners Project Officer shall coordinate with the Cooperator to facilitate execution of these agreements.

B. The Cooperator shall:

1. Work cooperatively with the Service to carry out this agreement to participate in fish and wildlife habitat restoration activities to be conducted on private lands that are approved by the Service.

2. Receive $10,000 of Partners for Fish and Wildlife Program funds in the manner put forth in the section above titled "Funding Information."

3. Work with the Service to represent participating landowners in overseeing the design, implementation, payment to contractors, and any other activity needed to assure the completion of habitat restoration projects funded through this agreement.

4. Agree to provide to the Service, its agents, or assignees the right to enter the project area at reasonable times for fish and wildlife habitat development and management purposes and to inspect completed work subject to notification of, and accompanied by, the Cooperator.

XI. REPORTING REQUIREMENTS:

A. Annual progress will be documented at the end of each Fiscal Year by the Partners Project Officer (i.e. a summary of significant activities and results for the year). The Cooperator will submit an annual financial report of federal expenditures and unobligated balances on a Federal Financial Report form (SF 425) due September 30th of each year, with the first one due on September 30, 2011.

B. Final Federal Financial and Project Reports: The Cooperator will submit a final financial report within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The Cooperator shall submit a final financial report on a Federal Financial Report (SF 425). The Cooperator shall account for any real and personal property acquired with Federal funds or received from the Federal Government.

C. All reports shall be submitted to the Partners Project Officer (identified on Page 1).

XII. INVOICING/ACCEPTANCE PROCEDURES:

Cooperators not currently receiving electronic funds are responsible for completing a SF 3881 (ACH) and forwarding it to the Partners Project Officer. The ACH form is available from the Partners Project Officer or can be found on the OMB website (http://www.omb.gov).

The Cooperator may submit requests for payment using SF 270 (Request for Advance or Reimbursement), or comparable invoicing format, no more frequently than monthly. Requests for payment shall be submitted to the Partners Project Officer.

Should the Cooperator be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable costs, shall be addressed according to the following cost principle(s):

1. OMB Circular A-133 (Single Audit Compliance)
2. OMB Circular A-122 (Cost Principles for Nonprofit Organizations)

This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Cooperator that are not expended at the completion of the period of performance of this agreement shall be returned to the Partners Project Officer, along with any interest earned on that amount.

XIII. APPLICABLE REGULATIONS:

A. The Cooperator has submitted assurances as listed on SF 424B. In addition, the Cooperator certifies compliance with the following applicable regulations incorporated by reference with the same force and effect as if they were provided in full text. Failure of a Cooperator to comply with any provision may be the basis for withholding payments for proper charges made by the Cooperator and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C. Not applicable.

2. 2 C.F.R. Part 215 (formerly OMB Circular A-110), Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F.

3. 2 C.F.R. Part 220 (formerly OMB Circular A-21), Cost Principles for Educational Institutions. Not applicable.

4. 2 C.F.R. Part 225 (formerly OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments. Not applicable.

5. 2 C.F.R. Part 230 (formerly OMB Circular A-122), Cost Principles for Non-Profit Organizations.

6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace

8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.

9. 43 CFR Part 18 – New Restrictions on Lobbying

10. 48 CFR Part 31.2 - Contracts with Commercial Organizations

11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of these documents are available at: www.doi.gov/pam/pamfaeg.html or http://www.whitehouse.gov/OMB/circulars/index.html

B. Small Business Policy: Reference 505 DM 3.5 C(1)(a) It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all Cooperators of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The Cooperator and Subcontractor(s) shall take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   ii. Assuring that such businesses and enterprises are solicited whenever they are potential sources;
   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

v. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate, and
vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIV. TERMINATION

This agreement may be terminated by any party following 30 days written notification to other party(ies).

XV. MODIFICATION PROCEDURES:

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Cooperator's risk, without expectation of reimbursement.

Any future deviations from the procedures or objectives specified in the Cooperator's proposal must be presented to and approved by the Service for specific approval before implementation.

XVI. SPECIAL PROVISIONS:

Seat Belt Policies and Programs: Cooperators in cooperative agreements and/or their sub-contractors are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

Greening Policies and Programs: In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," Cooperators in cooperative agreements and/or their sub-contractors are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

XVII. RELATED ATTACHMENTS:

Exhibit A: Project Work Plan and Budget
Exhibit B: Signed SF 424
Exhibit C: Landowner agreement

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

FOR THE U.S. FISH AND WILDLIFE SERVICE:

By: Signature: _____ Date: 8/10/10
Title: State Supervisor

By: Signature: _____ Date: 8/12/10
Title: Partners Project Officer

FOR THE COOPERATOR:

By: Signature: _____ Date: 8/12/10
Title: President, Red Rock Audubon Society

CONTRACT SUFFICIENCY REVIEW:

By: Signature: _____ Date: 8/12/10
Service Contracting Officer FWS #157

Agreement No: 84320AJ516

EXHIBIT A
PROJECT WORK PLAN AND BUDGET

PROJECT DESCRIPTION

The western burrowing owl (*Athene cunicularia hypugaea)* considered a National Bird of Conservation Concern by the U.S. Fish and Wildlife Service (Service) is threatened by habitat loss and destruction of burrows due to human disturbance and land conversions for agricultural and urban development. The Nevada Partners in Flight Bird Conservation Plan classifies the burrowing owl as a priority bird species and recommends several actions to protect and maintain burrow habitats, including increasing the number of owl nest sites by constructing artificial burrows.

The City of Las Vegas' Floyd Lamb Park (Figure 1) supports a cluster of breeding burrowing owls. In 2009, there were seven know nesting pairs, five in the south end of the park and two in the west side of the park. The City of Las Vegas and the Regional Flood Control District installed artificial owl burrows in 2007 to compensate for the future loss of the five nest burrows in the south end of the park where an 80-acre below grade environmental enhancement area will be built during 2010 to 2012 (Figure 2). This area will contain hiking trails and serve as a storm water detention basin. Fourteen artificial burrows were installed in five clusters west of the environmental enhancement area in November 2007. Monitoring by the Service indicated that by 2008 owls had started to use the artificial burrows, with one pair nesting in an artificial burrow and successfully raising one young to the fledgling stage in 2009.

In 2008 and 2009, the Red Rock Audubon Society (RRAS) partnered with the Service to monitor burrowing owl nest burrows in the Las Vegas Valley. The study found that owls at Floyd Lamb Park had a lower reproductive rate than the average owl in the Valley. At Floyd Lamb Park, owl monitors observed a high level of human disturbance which may have contributed to the lower reproductive rate.

The City and RRAS want to partner with the Service to enhance burrowing owl habitat at Floyd Lamb Park. Owl habitat will be enhanced by protecting three existing artificial burrows, installing ten new artificial burrows, surveying additional areas in the park for owl burrows, and educating park visitors about burrowing owls and the threats to this species and its ecosystem. A cluster of three existing artificial burrows, called Burrow 302, is located at the end of a linear mound composed of eroding Pleistocene lake sediments (Figure 3). This area receives high motorcycle and mountain bike use as these riders play on the mound. This project will place rock boulders around Burrow 302 to protect the artificial burrow openings from vehicles. Approximately 10 large boulders will be placed around each opening.

The second part of the projects includes installing 10 new artificial burrows. Four burrows will be installed in November 2010 in the west area of the park (Figure 3) near the edge of cliffs

composed of eroding Pleistocene lake sediments. Six will be installed around the environmental enhancement area once work is complete in 2012 (Figure 3). The exact location of these burrows will be coordinated with and approved by the City of Las Vegas in order to limit impacts to infrastructure. The Service will work with RRAS and the National Association for Interpretation (NAI) to install the artificial burrows. NAI is hosting their national meeting in Las Vegas, and have scheduled a volunteer work day at the park on November 19, 2010, to install four artificial burrows. Up to 40 volunteers from all over the country may be present to assist. RRAS in coordination with the Service will monitor the artificial burrows for the three owl breeding seasons following burrow installation.

The third part of the project involves surveying the western part of the Park for burrowing owl burrows (Figure 3). This area is composed of eroding Pleistocene lake sediments like the south end of the park, and has not been surveyed before. The Service will conduct this survey on November 19, 2010 with assistance from the NAI volunteers.

The last component of the project involves educating park visitors about burrowing owls. Environmental education is a key component of burrow protection, as much of the disturbance around owl burrows is caused by recreational activities. RRAS currently leads bird walks several times a year around the Park. RRAS will start to lead bird walks tailored to burrowing owls, teaching participants bird viewing etiquette and talking about burrowing owl biology, the threats to this species and how these can be minimized, and artificial burrows. The City will support these walks and incorporate them into their interpretative program. The City will work with the Service supporting educational activities. The Service will adhere to all applicable protocol and fees when requesting access to the Park. The Service has environmental education specialists located at the nearby Desert National Wildlife Refuge Complex that will develop interpretative owl signs for the Park. RRAS will work with the Service to conduct outreach activities with nearby schools to teach children about burrowing owls and will be available to educate groups of schoolchildren visiting the Park.

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BUDGET

Item	Cost	Total
Installation of boulders around 3 artificial burrows		
Rock boulders	10 boulders/burrow X 2,500 lbs/rock X 3 burrows = 75,000 lbs ÷ 2,000 lbs/ton = 37.5 tons ÷ 22 tons/load = 2 loads X $1,300/load	2,600.00
Equipment Rental – backhoe	$300/day X 3 days	900.00
Equipment Rental – front loader	$300/day X 3 days	900.00
Equipment operator	$35/hr X 8 hr/day X 3 days X 2 operators	1,680.00
	Sub-total	**6,080.00**
Installation of 10 artificial burrows		
Materials	$218/burrow X 10 burrows	2,180.00
Rental backhoe	$300/day X 3 days	900.00
Equipment operator	$35/hr X 8 hr/day X 3 days	840.00
General labor	$20.85/hr* X 8 hr/day X 3 days X 3 people	1,501.20
Monitoring of owl burrows	$20.85/hr* X 1.5 hr/week X 20 weeks X 4 people X 3 years	7,506.00
	Sub-total	**12,927.20**
Owl Surveys	$20.85/hr* X 3 hr X 20 people	**1,251.00**
Owl Outreach		
Owl Nature walks	$20.85/hr* X 5 hr X 3 times/year	312.75
Design of interpretative owl signs	$87/hr X 20 hr	1,740.00
Development and instruction of owl school program	$20.85/hr* X 80 hr	1,668.00
	Sub-total	**3,720.75**
Project Total		**23,978.95**

*2009 estimate for the value of a volunteer hour (http://www.independentsector.org/volunteer_time)

CONTRIBUTIONS

Contributor	Item	Cost
Partners For Fish and Wildlife – cash contribution	Rock boulders	2,600.00
	Boulder Installation - backhoe rental	900.00
	Boulder Installation - front loader rental	900.00
	Boulder Installation - equipment operator	1,680.00
	Artificial burrow installation - materials	2,180.00
	Artificial burrow installation - backhoe rental	900.00
	Artificial burrow Installation - equipment operator	840.00
	Sub-total	**10,000.00**
RRAS – in-kind labor		
	Artificial burrow installation - general labor	1,000.80
	Monitoring of owl burrows	7,506.00
	Owl Nature walks	312.75
	Development and instruction of owl school program	1,668.00
	Sub-total	**10,487.55**
NAI – in-kind labor		
	Artificial burrow installation - general labor	500.40
	Owl surveys	1,251.00
	Sub-total	**1,751.40**
Desert National Wildlife Refuge Complex – in-kind labor		
	Design of interpretative owl signs	1,740.00
	Sub-total	**1,740.00**
Project Total		**23,978.95**

The estimated final cost of the project is **$23,978.95**. The Service will cost share up to $10,000 to be reimbursed to Red Rock Audubon Society upon completion of work and presentation to the Service of itemized bills and/or documentation of other expenses.

Note: The total Service's and Cooperator's cost-share must remain the same; however, funding may be redistributed between practices upon prior written approval by the Partners Project Officer and within scope of work.

Figure 1. Floyd Lamb Park Burrowing Owl Habitat Enahancement Project

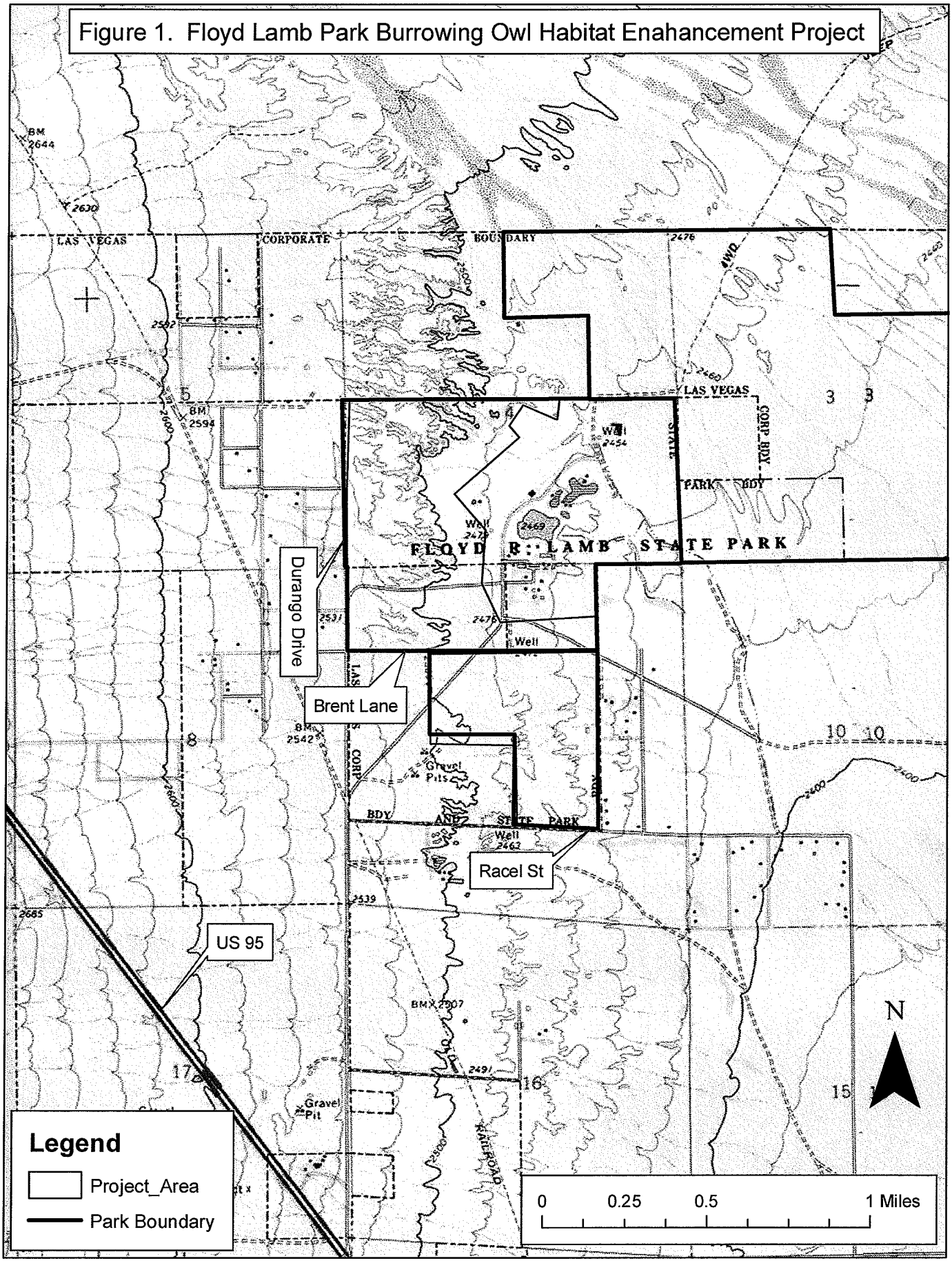



Figure 2. Location of Owl Burrows in Floyd Lamb Park
Durango Drive
Brent Lane
Burrow 302
Racel St
Legend
Natural Owl Burrow -- historic or current
Existing Artificial Burrow Cluster
Environmental Enhancement Area
Park Boundary
0
150
300
600 Yards


Figure 3. Location of Project Components
Survey Area
Durango Drive
Future Park Entrance
Proposed Artificial Burrows
Brent Lane
Burrow 302 -- Burrow Protection
Artificial Burrow Installation Area
Racel St
Legend
Proposed Artificial Burrow
Existing Artificial Burrow Cluster
Environmental Enhancement Area
Park Boundary
0 150 300 600 Yards

EXHIBIT B

APPLICATION FOR FEDERAL ASSISTANCE Version 7/03

1. TYPE OF SUBMISSION: Application ☐ Construction ☒ Non-Construction / Pre-application ☐ Construction ☐ Non-Construction	2. DATE SUBMITTED 07/12/2010	Applicant Identifier
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Red Rock Audubon Society Inc.	Organizational Unit: Department:
Organizational DUNS: 931591924	Division:
Address: Street: P.O. Box 96691	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: Robert
City: Las Vegas	Middle Name J.
County:	Last Name Wilkin
State: Nevada Zip Code 89193	Suffix:
Country: United States of America	Email: rjwilkin@cox.net
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 88-0154994	Phone Number (give area code) (702) 210-1644 / Fax Number (give area code) (702) 436-7269
8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) O. Not for Profit Organization Other (specify)
	9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, Fish and Wildlife Service
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-631 TITLE (Name of Program): Partners for Fish & Wildlife	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Floyd Lamb Park Burrowing Owl Habitat Enhancement Project
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Rachel, Lincoln County, Nevada	
13. PROPOSED PROJECT Start Date: 09/01/2010 Ending Date: 09/01/2020	14. CONGRESSIONAL DISTRICTS OF: a. Applicant 1 b. Project 1

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	$ 10,000.00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$	
c. State	$	
d. Local	$	b. No. ☒ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
g. TOTAL	$ 10,000.00	☐ Yes If "Yes" attach an explanation. ☐ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix Mr.	First Name Robert	Middle Name J.
Last Name Wilkin		Suffix
b. Title President		c. Telephone Number (give area code) (702) 210-1644
d. Signature of Authorized Representative		e. Date Signed 7/12/10

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Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

EXHIBIT C-1
LANDOWNER AGREEMENT

THIS LANDOWNER AGREEMENT ("Agreement"), by and between the City of Las Vegas ("Landowner"), and the U.S. Fish and Wildlife Service ("Service") is entered into pursuant to authority contained in Section 1 of the Fish and Wildlife Coordination Act, 16 U.S.C. 661, Section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. 3771 et seq., and the Partners for Fish and Wildlife Act (16 U.S.C. 3771 et seq.).

The Landowner hereby agrees to participate with the Service in conducting certain land management practices on lands owned by the Landowner at Floyd Lamb Park in Clark County, State of Nevada described as follows:

370 acres in Township 19 South, Range 60 East, Sections 4 and 9

In signing this Agreement, the Landowner grants to the Service the authority to complete the habitat development, or to personally carry out management activities with financial or material support. Any donation of supplies, equipment, or direct payment from the Service to the Landowner for carrying out the wildlife habitat developments is also included in Exhibit A of the Cooperative Agreement.

The term of this Agreement will be for 10 years beginning the date of the last signature to this Agreement.

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party.
At the end of term, the habitat will either be maintained or removed by the Service and at the expense of the Service. The City will not be responsible for any cost related to either the maintenance or removal of the habitat at the end of the term of this Agreement.

The Service does not assume jurisdiction over the premises by this Agreement. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

The Service, its agents, or assignees reserve the right to enter the land following notification and approval by the Landowner's Parks Department for Landowner habitat development and management purposes and to inspect completed work being performed pursuant to this Agreement. All agents or assignees of the Service shall execute the "Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement," attached hereto as Exhibit C-2 and incorporated herein by this reference, prior to any entry into Floyd Lamb Park to participate in the habitat development, management and inspection program.

The Service assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage.

A change of ownership shall not change the terms of this Agreement. The agreement and terms shall be in effect on the described land for the period of the Agreement. The Landowner will notify the Service of planned or pending changes in ownership.

At the end of the term of this Agreement, the Landowner has the right and jurisdiction to change the land use at the sole discretion of the Landowner.

The Service is prohibited by law from making obligations that exceed available funds and, therefore, the Service can do only that work which is funded. In the event funds are not available to do the habitat development work within the period of time or in the manner prescribed in the special provisions, the Service will advise the Landowner of that fact.

The Landowner is not liable for any damages or impacts to the habitat developments as a result of maintenance, development or any other work activity performed within the Floyd Lamb Park area. This includes, without limitation, any work activity associated with the maintenance of the storm water detention basin features.

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The Landowner guarantees ownership of the above-described land and warrants that there are no outstanding property rights or interests that interfere with either the intent or terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

CITY OF LAS VEGAS
"LANDOWNER"

Dated: _____

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, CMC Date

APPROVED AS TO FORM:

By John S. Ridilla 10/18/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

U.S. FISH AND WILDLIFE SERVICE
"SERVICE"

By: Christiana Manville

Printed Name: Christiana Manville

Title: Partners Project Officer

Date: 10/18/10

By: _____

Printed Name: Robert D. Williams

Title: State Supervisor

Date: 10/13/10

EXHIBIT C-2

CITY OF LAS VEGAS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Next Page

CITY OF LAS VEGAS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY IT AFFECTS YOUR RIGHTS

The undersigned desires to participate in certain site visit and construction activities at Floyd Lamb Park (the "Park") as part of the Western Burrowing Owl habitat development, management and inspections program (the "Program"). The undersigned has been advised and understands that a Park visit and participation in the Program can be dangerous and involve numerous risks, including death or serious bodily injury. As an inducement to the City of Las Vegas to allow the undersigned to visit the Park and to participate in the Programs, the undersigned, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge the following:

1. ASSUMPTION OF RISK. The undersigned hereby voluntarily assumes any and all risks involved or in any related to the undersigned's visit to the Park and participation in the Program, including, but without limitation to, the risk of death, bodily injury or property damage resulting from such visit or participation, including transportation to and from the work site and the unavailability of emergency medical care or the negligent or deliberate acts of other persons.

2. RELEASE AND DISCHARGE. The undersigned releases and forever discharges the City of Las Vegas, its Mayor, City Council members, officers, employees, agent, affiliates, successors, heirs and assigns, from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of the undersigned's visit to the Park and participation in the Program, including, without limitation, those based on death, bodily injury, or property damage, except when caused solely by the gross negligence of the City of Las Vegas.

3. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.

4. INDEMNIFICATION. The undersigned agrees to indemnify and hold the City of Las Vegas, its Mayor, City Council members, officers, employees, agent, affiliates, successors, heirs and assigns harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including reasonable attorney's fees, which arise in any way from the undersigned's conduct at the Park and participation in the Program and any and all damages to property at the Park, injury to any other person at the Park, caused, directly or indirectly, by the undersigned, whether by inadvertence, negligence, willful misconduct or otherwise.

5. SITE SAFETY. The undersigned acknowledges and agrees that he or she has been advised of and understands the safety procedures and rules for visiting the Park and participating in the Program. The undersigned agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events at any such construction site under the influence of alcohol and/or any drugs.

6. MEDICAL TREATMENT. The undersigned agrees that in the event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, the City of Las Vegas is hereby authorized, but

not required, to take all necessary actions as it relates to immediate medical or dental or other care, transportation and emergency medical services as warranted in the course of care of the undersigned. The undersigned agrees that he or she shall be responsible for all fees and expenses as they relate to this paragraph.

7. INSURANCE. The undersigned understands that, the City of Las Vegas does not carry or maintain health, medical, or disability insurance coverage for the undersigned.

7. PHOTOGRAPHIC RELEASE. The undersigned does hereby grant and convey unto the City of Las Vegas all right, title, and interest in any and all photographic images and video or audio recordings made by the City of Las Vegas, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. OTHER. The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Nevada. Any litigation related to this Release shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. The undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Name of Emergency Contact: _____

Relationship: _____

Address: _____

City/State/Zip: _____

Emergency Contact Phone: _____

Allergies to Medications or Other Special needs _____

The undersigned has read this waiver and release, understands that by making this waiver and release, surrenders valuable rights and does do so freely and voluntarily. The undersigned understands that the terms herein are contractual and not a mere recital; has signed this waiver and release agreement as his or her own free act and that if the undersigned has any doubts concerning its contents, the undersigned will consult an attorney before signing it.

_____ _____

Signature Date

_____

Printed Name

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 1 to Highway Agreement No PR061-09-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to extend the completion date to December 31, 2012 for the design and construction of intersection improvements on Charleston Boulevard (SR-159) at Durango Drive and Rancho Drive - Ward 1, 2 and 5 (Tarkanian, Wolfson, and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On March 16, 2009, the City of Las Vegas entered into a Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $3,000,000 (Federal Safety Funds) to fund the construction of intersection improvements on Charleston Boulevard (SR-159) at Durango Drive and Rancho Drive. This amendment will extend the completion date to December 31, 2012, as additional time is required to complete the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. PR061-09-063

Amendment No. 1 to
Agreement No. PR061-09-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the County of Clark, Nevada, a political subdivision of the State of Nevada, 500 Grand Central Parkway, Suite 2001, Las Vegas, NV 89106, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, on March 16, 2009 the parties entered into Agreement No. PR061-09-063 to delegate authority to the design, advertise, award, and manage construction of intersection improvements on Charleston Blvd. (SR-159) at Durango Dr. and Rancho Dr.; and

WHEREAS, the termination date is amended due to delays in the completion of the design by the CITY; and

NOW, THEREFORE, the parties agree as follows:

A. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2010 to December 31, 2012.

B. All of the other provisions of Agreement No. PR061-09-063 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 10/7/10
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 1 to Highway Agreement No. PR345-08-063, a Cooperative (Matching) Agreement with the State of Nevada Department of Transportation (NDOT) to extend the completion date to December 31, 2012 for the design and construction of landscaped median islands with landscaping on Charleston Boulevard (SR-159) from Las Vegas Boulevard to Maryland Parkway - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 9, 2008, the City of Las Vegas entered into a Cooperative (Matching) Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $500,000 (NDOT Landscape and Aesthetics Community Matching Funds) to fund the design and construction of landscaped median islands with landscaping on Charleston Boulevard (SR-159) from Las Vegas Boulevard to Maryland Parkway. Total project cost is $1,000,000. This amendment will extend the completion date to December 31, 2012, as additional time is required to complete the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. PR345-08-063

Amendment No. 1 to
Highway Agreement No. PR345-08-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and City of Las Vegas, 400 Stewart Ave., Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on December 9, 2008, the Parties entered into Agreement No. PR345-08-063 to delegate authority to the CITY to design, advertise, award and manage construction of landscaped median islands with landscaping on Charleston Blvd. (SR 159) from Las Vegas Blvd. to Maryland Parkway; and

WHEREAS, the termination date is amended due to delays in the design of the project by the CITY.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR345-08-063.

NOW, THEREFORE, the Parties agree as follows:

A. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2010 to December 31, 2012.

B. All of the other provisions of Agreement No. PR345-08-063 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 10/6/10
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 1 to Highway Agreement No. P260-09-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to decrease funding for the design and construction of the intersection improvements on Bonanza Road at Tonopah Avenue and Sahara Avenue at Durango Drive - Ward 2 and 5 (Wolfson and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On September 1, 2009, the City of Las Vegas entered into a Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $942,000 (Federal ARRA Funds) to fund the design and construction of intersection improvements on Bonanza Road at Tonopah Avenue and Sahara Avenue at Durango Drive (Traffic Package 7a). This Amendment will decrease project funding in the amount of $166,329 to align project expenditures with the lower contractor bid award. The amended total available funds are $775,671.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. P260-09-063

Amendment No 1 to
Highway Agreement No. P260-09-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on September 1, 2009 the parties entered into Agreement No. P260-09-063 to delegate authority to the CITY to design, advertise, award, and manage construction of the repaving of intersection improvements on Bonanza Rd. at Tonopah Ave. and Sahara Ave. at Durango Dr.; and

WHEREAS, due to the contractor bid prices coming in below the agreement amount this amendment decreases the amount of funding by One Hundred Sixty-six Thousand Three Hundred Twenty-nine and No/100 Dollars ($166,329.00).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P260-09-063.

NOW, THEREFORE, the parties agree as follows:

A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place: To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of Seven Hundred Seventy-five Thousand Six Hundred Seventy-one and No/100 Dollars ($775,671.00).

B. Article II, Paragraph 17, is amended by deleting it in its entirety and inserting in its place: To submit to the DEPARTMENT monthly employee reports as required by the American Recovery and Reinvestment Act and to require their contractor and subcontractors to submit the same report. The reports shall be submitted electronically on the form provided by the DEPARTMENT on http://www.nevadadbe.com, no later than 8 days after the end of each month. Failure to submit the required employee information may result in withholding of the progress payment.

C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are Seven Hundred Seventy-five Thousand Six Hundred Seventy-one and No/100 Dollars ($775,671.00), which includes: Seven Hundred Seventy-five Thousand Six Hundred Seventy-one and No/100 Dollars ($775,671.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.

D. Article III: Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 199,082.00
Construction Costs:	$ 571,589.00
TOTAL ESTIMATED PROJECT COSTS:	$ 775,671.00
AVAILABLE FUNDING SOURCES:	
Federal ARRA Funds:	$ 775,671.00
TOTAL PROJECT FUNDING:	$ 775,671.00

E. All of the other provisions of Agreement No. P260-09-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 10/6/10
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 1 to Highway Agreement No. P261-09-063, a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to decrease funding in the amount of $642,200 for the design and construction of the intersection improvements on Rampart Boulevard at Hillpointe Road, Rancho Drive at Palomino Lane, Vegas Drive at Pueblo Vista Drive, Washington Ave at Comstock Drive and median islands modification on Durango Drive from CC215 to Elkhorn Road - Ward 1, 4, 5 and 6 (Tarkanian, Anthony, Barlow, and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On September 1, 2009, the City of Las Vegas entered into a Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $1,956,952 (Federal ARRA Funds) to fund the design and construction of intersection improvements on Rampart Boulevard at Hillpointe Road, Rancho Drive at Palomino Lane, Vegas Drive at Pueblo Vista Drive, Washington Ave at Comstock Drive and median islands modification on Durango Drive from CC215 to Elkhorn Road (Traffic Package 7). This Amendment will decrease project funding in the amount of $642,200 to align project expenditures with the lower contractor bid award. The amended total available funds are $1,314,752.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. P261-09-063

Amendment No 1 to
Highway Agreement No. P261-09-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on September 1, 2009 the parties entered into Agreement No. P261-09-063 to delegate authority to the CITY to design, advertise, award, and manage construction of the repaving of intersection improvements on Rampart Blvd. at Hillpointe Rd., Rancho Dr. at Palomino Ln., Vegas Dr. at Pueblo Vista Dr., Washington Ave at Comstock and median island modification on Durango Dr. from CC 215 to Elkhorn Rd.; and

WHEREAS, due to the contractor bid prices coming in below the agreement amount this amendment decreases the amount of funding by Six Hundred Forty-two Thousand Two Hundred and No/100 Dollars ($642,200.00).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P261-09-063.

NOW, THEREFORE, the parties agree as follows:

A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place: To obligate Federal funding under the American Recovery and Reinvestment Act of 2009 for a maximum amount of One Million Three Hundred Fourteen Thousand Seven Hundred Fifty-two and No/100 Dollars ($1,314,752.00).

B. Article II, Paragraph 17, is amended by deleting it in its entirety and inserting in its place: To submit to the DEPARTMENT monthly employee reports as required by the American Recovery and Reinvestment Act and to require their contractor and subcontractors to submit the same report. The reports shall be submitted electronically on the form provided by the DEPARTMENT on http://www.nevadadbe.com, no later than 8 days after the end of each month. Failure to submit the required employee information may result in withholding of the progress payment.

C. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place: The TOTAL ESTIMATED PROJECT COSTS are One Million Three Hundred Fourteen Thousand Seven Hundred Fifty-two and No/100 Dollars ($1,314,752.00), which includes: One Million Three Hundred Fourteen Thousand Seven Hundred Fifty-two and No/100 Dollars ($1,314,752.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS, except as otherwise approved by the governing body of the CITY.

D. Article III: Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 307,206.00
Construction Costs:	$ 1,002,546.00
TOTAL ESTIMATED PROJECT COSTS:	$ 1,314,752.00

AVAILABLE FUNDING SOURCES:

Federal ARRA Funds:	$ 1,314,752.00
TOTAL PROJECT FUNDING:	$ 1,314,752.00

E. All of the other provisions of Agreement No. P261-09-063 shall remain in full force and effect, as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 10/6/10
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 2 to Highway Agreement No. PR382-06-063, a Cooperative (Matching) Agreement with the State of Nevada Department of Transportation (NDOT) to extend the completion date to December 31, 2011 for the design and construction of Stewart Avenue streetscape from Main Street to Fourth Street - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On October 31, 2006, the City of Las Vegas entered into a Cooperative Matching Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $600,000 (Federal Enhancement Funds) to fund the design and construction of Stewart Avenue streetscape and pedestrian enhancements from Main Street to Fourth Street. Total project cost is $631,579. This amendment will extend the completion date to December 31, 2011, as additional time is required to complete the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 2 to Highway Agreement No. PR382-06-063

Amendment No. 2 to
Highway Agreement No. PR382-06-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and City of Las Vegas, 400 East Stewart Avenue, Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on October 31, 2006, the Parties entered into Agreement No. PR382-06-063 to delegate authority to the CITY to design, advertise, award and manage construction of pedestrian enhancements on the north side of Stewart Avenue from Main St. to Fourth St.; and

WHEREAS, the termination date is amended due to delays in the design of the project by the CITY.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR382-06-063.

NOW, THEREFORE, the Parties agree as follows:

A. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2010 to December 31, 2011.

B. All of the other provisions of Agreement No. PR382-06-063, Amendment No. 1 dated November 26, 2008 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 10/19/10
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Agreement with the State of Nevada Department of Transportation (NDOT) to fund the design for local access improvements from Sky Pointe Drive and Centennial Parkway with the US 95 and CC-215 interchange project ($1,500,000 – RTC SB5 Funding) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,500,000
Funding Source: PW/City Engineer
Dept./Division: RTC (SB5 Funding)

PURPOSE/BACKGROUND:
The purpose of the Interlocal Agreement is to develop reasonable and feasible design alternatives to preserve local access to the Bruce Woodberry Beltway CC-215 and improve local traffic movements within the proposed Interchange Area. Total cost of the design contract shall not exceed $1,500,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement Interchange US-95 and CC-215

Agreement Number _____

INTERLOCAL AGREEMENT

This Agreement, made and entered into the _____ day of _____, 2010 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the City of Las Vegas, 400 East Stewart Avenue, Las Vegas, NV 89101 hereinafter called the CITY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the INTERCHANGE is defined as the proposed System-to-System Interchange between the US 95 and the Bruce Woodbury Beltway CC-215; and

WHEREAS, the purpose of this Agreement is to develop reasonable and feasible design alternatives to improve local access to the Bruce Woodbury Beltway CC-215 and to improve local traffic movements within the proposed INTERCHANGE area, analyzing and designing selected alternatives to current DEPARTMENT standards, performing the necessary NEPA processes, and incorporating the agreed upon access and local traffic movement alternative into the existing design of the INTERCHANGE, hereinafter called the PROJECT; and

WHEREAS, the PROJECT will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To reimburse the DEPARTMENT for design costs within thirty (30) days after service of the DEPARTMENT'S invoice for the DEPARTMENT'S costs, not to exceed One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00). An amendment will be executed prior to acquiring Right of Way for the PROJECT to address Right of Way costs should it be necessary acquire Right of Way or relocate utilities for the PROJECT. An amendment shall be executed addressing all construction costs and maintenance of facilities for the PROJECT.

2. To the use of current DEPARTMENT standards, specifications, and procedures for the development, analysis, and design of the local access alternatives.

3. To consider a feasible alternative, any alternative that meets DEPARTMENT design standards, is geometrically compatible with the INTERCHANGE, and does not adversely affect the operations of the INTERCHANGE.

4. Additional funding required for the purchase of any necessary right-of-way and for the construction of the agreed upon local access alternative must be identified in the Southern Nevada Regional Transportation Commission's Regional Transportation Plan (RTP), prior to the DEPARTMENT beginning work on scope items (c)-(f) of ARTICLE III Paragraph 2.

5. To review and comment, in writing, on DEPARTMENT plans and documents which involve features or items related to the PROJECT. Response shall be received within twenty one (21) calendar days of service of plans and documents. Failure of the CITY to respond within this time frame will constitute the CITY's acceptance of features or items as the PROJECT and acceptance of such plans and documents and permission for the DEPARTMENT to proceed.

6. To assist the DEPARTMENT with public meetings as necessary.

ARTICLE II - DEPARTMENT AGREES

1. To bill monthly for the design costs incurred towards the agreed upon scope of work items as stated in ARTICLE III, not to exceed One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00). An amendment will be executed prior to acquiring Right of Way for the PROJECT to address Right of Way costs should it be necessary to acquire Right of Way or relocate utilities for the PROJECT. An amendment shall be executed addressing all construction costs and maintenance of facilities for the PROJECT

2. To develop cost estimates and perform necessary analysis on the local access improvement alternatives to identify reasonable design alternatives.

3. To provide the CITY with the transportation model and operational analysis used to analyze selected local access alternatives, and to invite the CITY to review the model and analysis.

4. To provide the CITY with DEPARTMENT plans and documents which involve features or items related to the PROJECT and invite, in writing, the CITY to review and comment on all design documents and to attend all design review meetings to address said comments.

5. To provide the CITY preliminary plans and documents, final plans and specifications for the approved local access roads connecting into the INTERCHANGE, and to allow the CITY twenty one (21) calendar days to respond. The limits of the design for the local access roads shall be extended from the interchange to logical termini at intersections with arterial roads as shown on the Master Plan of Streets and Highways.

6. To conduct public meetings as necessary.

ARTICLE III - IT IS MUTUALLY AGREED

1. The DEPARTMENT and the CITY will coordinate with Clark County Public Works in developing and agreeing upon a reasonable and feasible design alternative.

2. The PROJECT shall include the following scope of work items:

(a) Development of reasonable and feasible design concepts that will improve local access within the INTERCHANGE.

(b) Development of a transportation model and operational analysis for the selected design concepts.

(c) Perform the necessary environmental studies and analysis and to complete and comply with the NEPA processes and procedures necessary to revise or update the US 95 Northwest Corridor Environmental Assessment to include the selected local access alternatives in the INTERCHANGE.

(d) Development of Sixty Percent (60%) design plans, documents, and cost estimates necessary to incorporate the selected local access alternative into the design of the INTERCHANGE.

(e) Development of Ninety Percent (90%) design plans, documents, and cost estimates necessary to incorporate the selected local access alternative into the design of the INTERCHANGE.

(f) Development of Final design plans, documents, and cost estimates necessary to incorporate the selected local access alternative into the design of the INTERCHANGE.

3. This Agreement may be terminated by the DEPARTMENT if a reasonable and feasible design alternative cannot be identified or agreed upon by the DEPARTMENT, CITY and Clark County Public Works, and the DEPARTMENT will proceed with the original design of the INTERCHANGE. This Agreement may be terminated by the DEPARTMENT if funding to acquire Right of Way and construct the PROJECT cannot be identified and obtained, and the DEPARTMENT will proceed with the original design of the INTERCHANGE as of October 2009.

4. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2014 or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

5. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

6. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

7. All notices or other communications required or permitted to be given under this

Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:
Susan Martinovich, P.E., Director
Attn.: Cole Mortensen, P.E.
Nevada Department of Transportation
Project Management Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7742
Fax: (775) 888-7322
E-mail: cmortensen@dot.state.nv.us

FOR CITY:
Jorge Cervantes, P.E., Public Works Director
City of Las Vegas
City Hall
400 East Stewart
Las Vegas, NV 89101
Phone: (702) 229-6276
Fax: (702) 382-0848
E-mail: jcervantes@lasvegasnevada.gov

8. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for a period of three (3) years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

9. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

10. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

after the intervening cause ceases.

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

13. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

15. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

17. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

18. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

19. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

20. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

21. This Agreement and the rights and obligations of the parties hereto shall be

governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

22. Should this Agreement be terminated by the CITY prior to completion of the PROJECT, the CITY will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

23. Any alteration considered extra work shall be addressed through an Amendment to the Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in the Amendment.

24. It is specifically agreed between the parties executing this Agreement that 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 status 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.

25. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

CITY OF LAS VEGAS

_____

_____
Name (Print)

_____
Title (Print)

Approved as to Form:

John S. Ridilla 10/20/10
Attorney

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

_____
Director

Approved as to Legality & Form:

_____
Deputy Attorney General

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to appraise, purchase, condemn, and transfer interests in parcels for the Jones and Valley View Corridor Improvements Project on Jones Boulevard to include US 95 to just south of Sahara Avenue and on Valley View Boulevard to include US 95 to just south of Desert Inn Road ($3,000,000 - Regional Transportation Commission (RTC)) - Ward 1 (Tarkanian)

Fiscal Impact

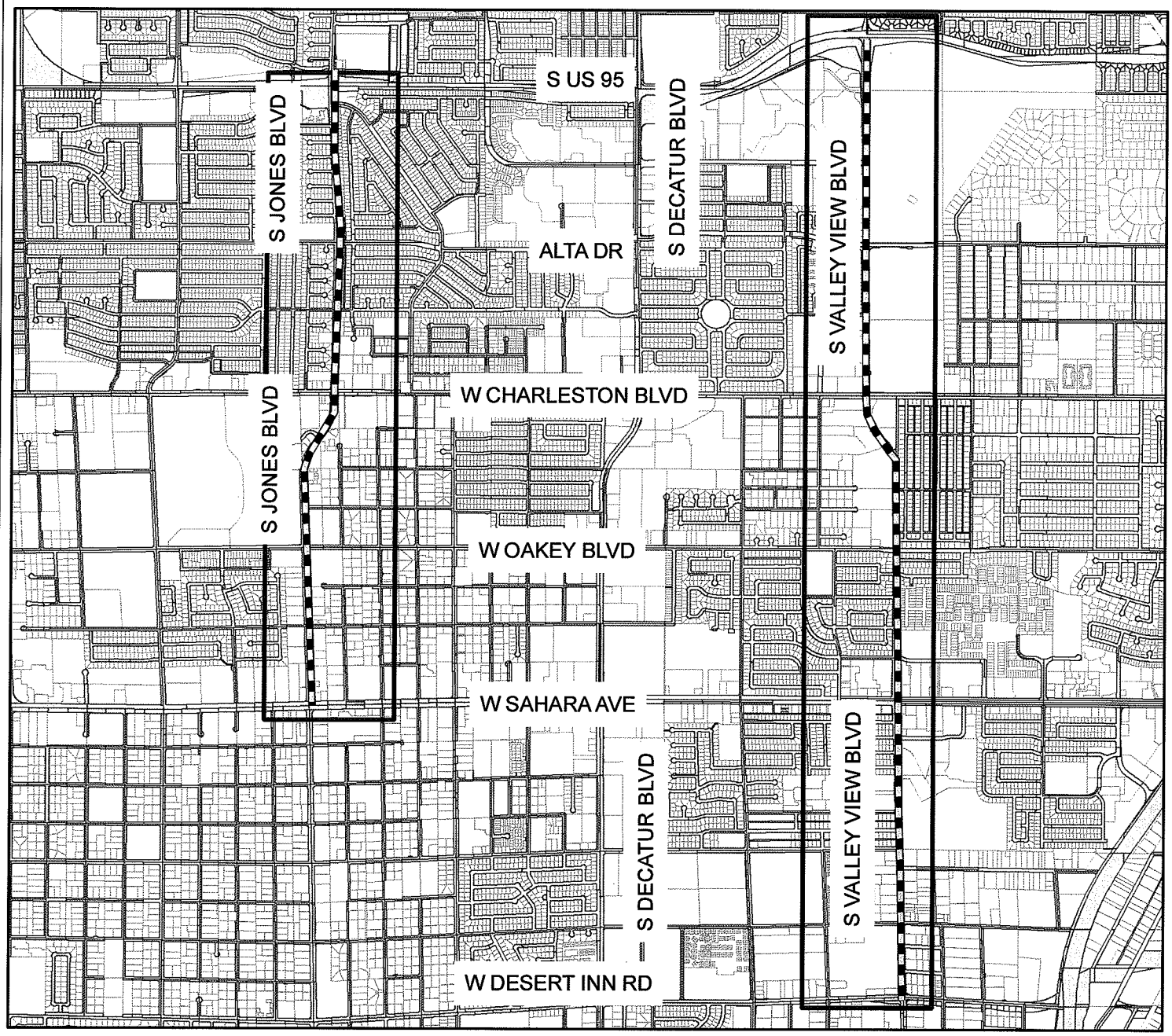
☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,000,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Jones and Valley View Corridor Improvements Project will include additional travel lanes, bus turnouts, and exclusive right turn lanes. The project will also include the construction of portions of the Valley View Trail near the Springs Preserve property.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Map

JONES & VALLEY VIEW CORRIDOR IMPROVEMENTS



City of Las Vegas Department of Public Works

N
W E
S

0 0.25 0.5 1 Miles

WARD
Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
Ward 6

Created by: City of Las Vegas, Right-of-Way on Oct 14 2010

Due to continuous development activity this map is for reference only.

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Cooperative (Local Public Agency) Agreement D Street Enhancement with the State of Nevada Department of Transportation (NDOT) pertaining to the design and construction of enhancements and landscaping improvements on D Street from Washington Avenue to Madison Avenue - ($650,000 NDOT - Federal Enhancement Funds/$34,211 - Public Works Capital Project Fund (CPF)) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $684,211
Funding Source: NDOT (Federal Enhancement Funds)/Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Cooperative (Local Public Agency) Agreement D Street Enhancement Project has been selected and approved for funding under Federal Enhancement Funds. This Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) delegates the authority to the City of Las Vegas to design, advertise, award and manage construction of enhancements and landscaping improvements on D Street from Washington Avenue to Madison. The City was awarded $650,000 in federal funding for this improvement. The City will provide matching funds in the amount of $34,211 from 1% Room Tax. Total cost of the Cooperative Agreement shall not exceed $684,211.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative (Local Public Agency) Agreement – D Street Enhancement

Highway Agreement _____

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
D STREET ENHANCEMENT

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101 (hereinafter "CITY").

WITNESSTH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY will design, advertise, award, and manage construction of landscaping improvements on D St. from Washington Ave. to Madison Ave. as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Enhancement funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal Enhancement funding for a maximum amount of Six

Hundred Fifty Thousand and No/100 Dollars ($650,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) in fifteen working days and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

9. To review and approve the CITY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

10. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

11. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

12. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

13. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7.

14. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

15. To reimburse the CITY, monthly as work progresses on the PROJECT, for ninety-five percent (95%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total

obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To ensure that any utility relocations are in compliance with ADA requirements.

4. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.

5. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects without DBE Goals", attached hereto and incorporated herein.

6. To require the CITY's contractor to provide a warranty period for not less than one year for plant establishment.

7. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the CITY shall submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the CITY and that all utility relocations and /or adjustments were completed in accordance with federal and state regulations.

8. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

9. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

10. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

11. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

12. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

13. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

14. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 7. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

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15. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty Two Thousand Fife Hundred Thousand and No/100 Dollars ($32,500.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

16. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY to accept maintenance responsibilities including utility costs for the improvements including but not limited to landscaping, median islands, streetlights, curb gutter and sidewalk constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

17. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2013, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first ,save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement shall be required.

5. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

6. The TOTAL ESTIMATED PROJECT COSTS are Six Hundred Eighty-four Thousand Two Hundred Eleven and No/100 Dollars ($684,211.00), which includes: Six Hundred Fifty Thousand and No/100 Dollars ($650,000.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Thirty-four Thousand Two Hundred Eleven and No/100 Dollars ($34,211.00), comprising CITY match funding of five percent (5%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY.

7. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 40,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 25,000.00

Construction Costs:	$ 609,211.00
TOTAL ESTIMATED PROJECT COSTS:	$ 684,211.00
AVAILABLE FUNDING SOURCES:	
Federal Enhancement Funds:	$ 650,000.00
CITY Funds:	$ 34,211.00
TOTAL PROJECT FUNDING:	$ 684,211.00

8. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percent of the TOTAL PROJECT COSTS eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The CITY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY.

15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Susan Martinovich, P.E., Director
Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Street
Las Vegas, Nevada 89101
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail: jtyrrell@dot.state.nv.us

FOR CITY:

Greg McDermott
City of Las Vegas
731 S. Fourth St.
Las Vegas, NV 89101
Phone: (702) 229-2143
Fax: (702) 382-8551
E -mail: gmcdermott@lasvegasnevada.gov

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

25. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Both parties shall assure that no person shall on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity offered by said parties, regardless of funding source. Both parties further assure that every effort will be made to prevent discrimination through the impacts of their programs, policies, and activities on minority and low-income populations.

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

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

33. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 10/1/10
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

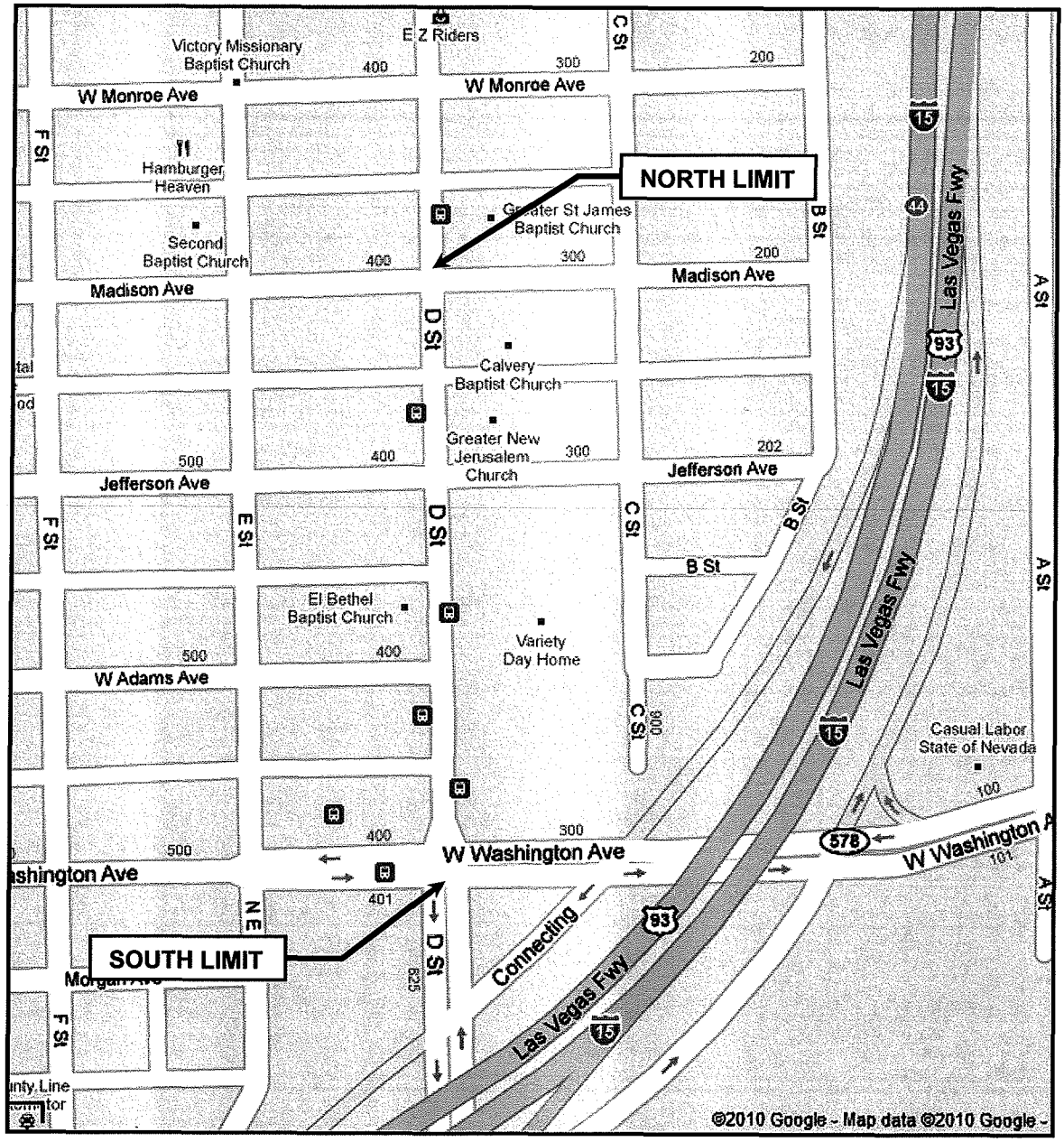
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
D STREET ENHANCEMENT

The project consists of the construction of landscape and aesthetic improvements including; trees, shrubs, hardscape, median islands, streetlights, streetlight banners, curb, gutter, sidewalk and an irrigation system. The limits of the Project are on D St. from Washington Ave. to Madison Ave. as depicted on the drawing below.



Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITH DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

NDOT – DBE (MBE/WBE) Information*

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* **Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

** **Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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XII.	Certification Regarding Use of Contract Funds for Lobbying	10

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ } SS
COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

_____
Notary Public, Judge or other Official

(SEAL)

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ c. Initial award
☐ d. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

CONTRACT NO.:_____ **CONTRACTOR:**

NAME OF SUBCONTRACTOR	USED		DBE STATUS	
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	*CONTRACT ITEM NO(S).*	*NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT*	*DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED*

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	*CONTRACT ITEM NO(S).*	*NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT*	*DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED*

NOTE: ***Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract***

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } **SS**

I, _____ **(Name of party signing this**

affidavit and the Proposal Form) _____ **(title).**

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- **(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:**
- **(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 (b) of this certification; and**
- **(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Approved as to form
John S. Ridilla 10/1/10
John S. Ridilla Date
Deputy City Attorney

_____
Signature

_____
Title

Sworn to before me this ____ day of_____, _____

_____
Signature

_____
Notary Public, Judge or other Official

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____
Name (please type or print)

_____
Signature

_____
Title

Approved as to form
John S. Ridilla 10/1/10
John S. Ridilla Date
Deputy City Attorney

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ c. Initial award
- ☐ d. post-award

3. Report Type:
- ☐ a. initial filing
- ☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
- ☐ **a. cash**
- ☐ **b. in-kind; specify:** nature _____
  value _____

13. Type of Payment *(check all that apply):*
- ☐ **a. retainer**
- ☐ **b. one-time fee**
- ☐ **c. commission**
- ☐ **d. contingent fee**
- ☐ **e. deferred**
- ☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-69-2010 - Approval of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) - Wards 1 and 3 (Tarkanian and Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The construction and installation of sidewalk. The cost of the SID is estimated to be $31,294.78.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-69-2010

RESOLUTION NO. _____

A RESOLUTION DISPOSING OF THE PROTESTS MADE AT THE HEARING ON THE PROVISIONAL ORDER FOR CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1519 SIDEWALK INFILL - OAKEY BOULEVARD (WEST OF RANCHO DRIVE) AND 11TH STREET (NORTH OF CHARLESTON BOULEVARD)

Summary: Protest Disposal Resolution

WHEREAS, the Las Vegas City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively), in the County of Clark, State of Nevada, pursuant to a resolution heretofore adopted, provisionally ordered the acquisition of a Sidewalk Project as defined in Chapter 271.205, Nevada Revised Statutes (hereinafter the "Project") within the City of Las Vegas, Nevada, Special Improvement District No. 1519 Sidewalk Infill – Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) (hereinafter the "District"); and

WHEREAS, pursuant to the resolution, the City Clerk gave notice of the time and place of a hearing thereon, in the manner specified by law; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written complaint, protest or objection on or before Friday, October 15, 2010, or to appear before the City Council on Wednesday, October 20, 2010, and be heard as to the propriety and advisability of acquiring the Project provisionally ordered, as to the cost thereof and manner of payment therefor, and as to the amount thereof to be assessed against the property for the Project; and

WHEREAS, the City Council has now considered each and every written protest and objection and all oral protests and objections made at the hearing, and the City Council finds that each and every oral protest or objection is without sufficient merit and is overruled and denied.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1519 Protest Disposal Resolution" (hereinafter the "Resolution").

Section 2. The City Council has determined and does hereby determine, that not more than 2,640 feet remain unimproved in any street between improvements already made to the same street or between intersecting streets and accordingly may take advantage of the exception stated in paragraph (b) of subsection (2) of NRS 271.306 (stating that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

Section 3. The City Council determines that each and every protest and objection filed or otherwise made is without sufficient merit and that the same is overruled and finally passed on by the City Council.

Section 4. The City Council has determined, and does hereby determine, that it is advisable to acquire the Project, as provided by the Special Improvement District No. 1519 Provisional Order Resolution and to proceed with the District.

Section 5. Within 30 days after the City Council passes on the complaint, protest or objection, by adoption of this Resolution, any person who filed and did not withdraw a written complaint, protest or objection shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside the determination, but thereafter, all actions or suits attacking the validity of the proceedings and the amount of benefits are perpetually barred.

Section 6. The City Engineer together with the City Engineer Division are requested and directed to prepare, in the manner required by law, and to present the following to the City Council:

(a) A revised and detailed estimate of the total cost of the Project, including each of the incidental costs, if necessary;

(b) Full and detailed final plans and specifications for the Project, if necessary;

(c) A revised map and a revised assessment plat, if necessary; and

(d) A revised and supplemental Report to the City Council on Benefits, if necessary.

Section 7. That the City Council has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of District No. 1519 Sidewalk Infill – Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) and the construction of the Project.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 8. 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 City of Las Vegas, Nevada, Special Improvement District No. 1519 Sidewalk Infill – Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) including, but not limited to, the notice of the hearing provided which was mailed, posted, and published, and the same hereby are, ratified, approved and confirmed.

Section 9. The officers of the City are directed to effectuate the provisions of this Resolution.

Section 10. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 11. The invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

Section 12. The City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with the law.

PASSED AND APPROVED this 3rd day of November, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

12/20/10
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 Clerk" and "City", respectively), 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 November 3, 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 November 3, 2010, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this November 3, 2010.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

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

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report by Port Telles, Development Director for The Cordish Companies, Inc., regarding the Exclusive Negotiation Agreement between the City of Las Vegas and The Cordish Companies, Inc., for the development of a Casino/Hotel, a Live District and Sports Arena on approximately 20 acres at Las Vegas Boulevard and Stewart Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Port Telles, Development Director for The Cordish Companies, Inc. (Cordish), will provide a report on the Exclusive Negotiation Agreement (ENA) approved by City Council on November 4, 2009. The ENA provided for a two-year negotiation period for: 1. Cordish to conduct feasibility studies, plan and formulate a financing plan to develop a Casino/Hotel, a Live District (Cordish's signature district of premier entertainment, retail, restaurants and bars) and Sports Arena; and, 2. City of Las Vegas and Cordish to negotiate terms of a Disposition and Development Agreement for the sale of city owned land. At the request of the City Manager, Mr. Telles has been asked to provide a report to City Council, in particular, on the status of the feasibility studies and financing plan to develop a Casino/Hotel, a Live District and Sports Arena.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Exclusive Negotiation Agreement between City of Las Vegas and The Cordish Companies, Inc., dated November 4, 2009.
2. Site Map

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("ENA" or "Agreement") is entered into this 4TH day of November, 2009, by and between the City of Las Vegas, a Nevada municipal corporation (hereinafter "City") and THE CORDISH COMPANIES, INC., a Maryland corporation or (hereinafter "Developer"), on the terms and provisions set forth below.

WHEREAS, the City and Developer desire the Developer, through an affiliate of Developer, to develop a multi-block entertainment district that could feature retail and live entertainment (hereinafter a "Live District") on certain real property depicted on Exhibit "A-1" attached hereto and incorporated herein, which contains approximately 12 acres of land that is located east of the current City Hall Site, in the City (hereinafter the "Live District Site"); and

WHEREAS, the City and Developer desire the Developer, through an affiliate of Developer, to develop a casino/hotel on the site of the current City Hall of the City, which real property is depicted on Exhibit "A-2", attached hereto and incorporated herein, which contains approximately 7.75 acres of land (hereinafter the "City Hall Site"); and

WHEREAS, the City and Developer desire Developer to explore the feasibility of developing a 20,000 seat NBA/NHL sports arena (the "Arena") on a part of the Live District Site (or partially on such site and adjacent land) and/or in the vicinity of the Live District Site; and

WHEREAS, the City previously selected a developer, REI NEON, LLC, through a request for proposals ("Prior Selected Developer") to develop an arena and multi-block entertainment district in the City ("Previous Project"); and

WHEREAS, the City and the Prior Selected Developer also previously entered into a Memorandum of Understanding ("MOU") relative to the Previous Project; and

WHEREAS, according to the terms of the MOU, the MOU has expired and the City has no outstanding obligations to the Prior Selected Developer or for the Previous Project, and seeks to enter into this ENA with Developer because of its successful track record with large scale urban, infill projects; and

WHEREAS, the City and Developer desire to enter into negotiations concerning the Developer's plans for the development of the Live District Site and the City Hall Site WITH THE INTENT THAT AT THE CONCLUSION OF THE NEGOTIATION PERIOD AN AFFILIATE OF DEVELOPER ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" ("DDA") FOR THE LIVE DISTRICT SITE AND ANOTHER AFFILIATE OF DEVELOPER ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" FOR THE CITY HALL SITE.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Scope of Development

A. Casino/Hotel

The Developer will agree to study and conduct due diligence (and present, or make available to the City for its review and inspection, results of its studies that are not deemed confidential by the Developer) on project costs, and the operational structure of and constructability of a Casino/Hotel on the existing City Hall Site.

B. Live District and Sports Arena

The Developer will agree to study (and present, or make available to the City for its review and inspection, results of its studies that are not deemed confidential by the Developer) the project costs, operational structure of and constructability of a "Live District", of equal quality and size to other entertainment districts developed by Developer on the Live District Site. The Developer will explore the feasibility of reserving a pad site large enough within or partially within the Live District Site (or one or more alternative locations that are in close proximity to the Live District Site) to be used for the Arena. If the Developer and the City elect to proceed with the development of the Arena, they will do so pursuant to a separate development agreement and not part of either DDA (as hereinafter defined).

The City recognizes and agrees that the trade names "Live District" and "Live!" are owned by Live Holdings, LLC, an affiliate of the Developer, and that absent the written consent of Live Holdings, LLC, the City shall not have the right to utilize such trade names in any way.

C. Deal Terms

The City and Developer commit to negotiate in good faith the terms of the land purchase price for the Live District Site, which land purchase price shall comply with applicable Nevada law. The City and Developer must agree to a mutually acceptable schedule of performance for development of the Live District Site, which shall be incorporated into the DDA for the Live District Site. The DDA for the Live District Site shall also address the rights of the Developer or one or more affiliates of Developer to develop the Arena.

The City and the Developer commit to negotiate in good faith the terms of the land purchase price for the City Hall Site, which land purchase price shall comply with applicable Nevada law. The City and the Developer must agree to a mutually acceptable schedule of performance for development of the City Hall Site, which shall be incorporated into the DDA for the City Hall Site.

If the City and the Developer elect to proceed with the development of the Arena, a separate development agreement between the City and the Developer will be negotiated in the future, which agreement will address any necessary grants, financial support or subsidy for the Arena.

Any incentives required from the City or Las Vegas Redevelopment Agency ("Agency") may be negotiated during the term of this Agreement which terms shall either be incorporated into the final DDA for the Live District Site, final DDA for the Arena, and the final DDA for the City Hall Site or another agreement to be negotiated with the Agency and Developer, or its affiliate, only.

2. Negotiations

A. Good Faith Negotiations

The City and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a DDA for the Live District Site and a separate DDA for the City Hall Site (each a separate "DDA"). All terms and conditions of each DDA will be defined and negotiated in good faith by the City and the Developer during the entire Negotiation Period. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding the sale, disposition and/or development of the Live District Site and/or the City Hall Site. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity, without Developer's written consent, regarding the ownership, development, operation and management of the Arena. The terms and provisions of each DDA shall be acceptable to the City and the Developer in its respective sole subjective discretion.

During the Negotiation Period set forth below, the Developer shall not negotiate with any other person or entity regarding the ownership, development, operation, and management of an arena in Clark County, NV containing at least 18,000 seats and which is designed for a professional hockey team that is part of the National Hockey League (NHL) or professional basketball team that is part of the National Basketball Association (NBA) (hereinafter "Alternate Arena Development").

Notwithstanding anything to the contrary, other than an Alternate Arena Development, nothing in this Agreement shall prohibit Developer from pursuing any other development or other opportunity within the City, Clark County, United States, or internationally.

Should Cordish determine, in its sole and absolute discretion, the development of the Live District Site or City Hall Site is infeasible; it may terminate this Agreement prior to the expiration of the Negotiation Period, as defined below. Upon such termination, the Deposit shall be refunded to Developer pursuant to paragraph 12 and all other obligations under this Agreement shall terminate.

B. Negotiation Period

The duration of this ENA shall be for a term of two (2) years, commencing on the full execution of this ENA (hereinafter "Negotiation Period"). The Developer shall have the unilateral right to extend the Negotiation Period for an additional year by providing thirty (30) days written notice to the City. If upon expiration of the Negotiation Period (as same may have been extended), Developer and the City have not reached mutual

agreement as to the scope and business terms for the acquisition of the Live District Site and/or the City Hall Site, then this Agreement shall automatically terminate as to each site. If the Parties have not reached agreement on the above points, and both parties mutually agree to extend this Negotiation Period, this ENA will need to be amended and will be subject to City Council approval; the term of any extension will be negotiated at that point in time.

C. Tasks to be Performed by Developer during the Negotiation Period

i. Plan for the Live District Site and the City Hall Site.

The Developer has already created various conceptual plans for the Live District Site and City Hall Site. The Developer may provide master plans for an Arena, Live! District, and Casino/Hotel on the Live District Site and City Hall Site, provided the scope and cost is agreed upon by the City and Developer and the City is responsible for all third party costs associated with the master plans pursuant to paragraph 4 below. The City shall retain the right to comment on and approve any master plan(s) created by Developer during the Negotiation Period.

ii. Schedule, Scope, Financing Plan and Due Diligence

During the Negotiation Period, the Developer shall provide to the City, or make available for review by the City, the following:

a) A schedule and scope for design, permitting, construction, and completion of improvements for a Live District and Casino/Hotel, and

b) A tenanting strategy for a Live District and Casino/Hotel.

c) A proposal setting forth business terms for acquisition and development of the properties in the Live District Site and City Hall Site. The proposal shall include a proforma, schedule of closing and development, proposed consideration to be paid by the Developer, and actions to be taken by the City prior to closing.

d) Developer may complete all necessary due diligence on the Live District Site and City Hall Site prior to the execution of the DDA. Any third party expenses incurred as part of this due diligence shall be at the City's sole expense.

e) During the Negotiation Period, the Developer shall work with the City to create a viable financing plan, utilizing a combination of public and private capital sources, and proforma demonstrating the economic viability of a Live District and Casino/Hotel.

f) Developer shall work with the City to determine the economic viability of an Arena, requirements for public financing, availability of public financing, recruit a NHL or NBA team, and any negotiations with the NHL or NBA team and arena operator.

All terms and conditions of each DDA will be defined and negotiated subject to all existing deed restrictions or contractual obligations on the Live District Site and City Hall Site, provided same are acceptable to Developer in its sole and absolute discretion.

3. Development Concept

A. Development Program

The negotiations hereunder shall be based on a development program encompassing the Live District Site, the timely construction of and opening of a Live District on the Live District Site. Once the City Hall Site is vacant, provided the Developer or its affiliate have entered into a DDA for the City Hall Site, the Developer or its affiliate would begin demolition of the existing structures to make way for its new Casino/Hotel. The design, architecture and exact dimensions of the City Hall Site will be defined during the negotiation of the DDA for the City Hall Site. Provided an Arena is economically viable and recruitment of a NHL or NBA team likely, these negotiations may include the construction of an Arena on the Live District Site or in close proximity thereto.

B. Developer's Findings, Determinations, Studies and Reports

The Developer shall keep the City reasonably informed of its progress in determining the feasibility of the Arena, Live District, and Casino/Hotel by making oral progress reports to the City.

4. Expenses, City Payment and Purchase Price

Except as hereinafter provided, the City and the Developer shall each bear their own costs in connection with negotiating and finalizing this ENA and the DDAs.

The purchase price and/or other consideration to be paid by Developer under each of the DDAs will be established as a result of negotiations between City and Developer. Such purchase price and/or other consideration will be based upon such factors as market conditions, density of development, costs of development, risks of City, risks of Developer, estimated Developer profit, public purpose and/or fair market value for the uses permitted to be developed and financial requirements of City, and will be subject to approval by the Las Vegas City Council after a public hearing as required by law. All other terms relevant to the disposition of the Live District Site and the City Hall Site, including but not limited to additional deposits, shall be determined during the negotiation period as described in this ENA.

Notwithstanding anything that can be interpreted to the contrary, and subject to the monetary limit set forth in the following paragraph, the City shall pay for all third party

expenses, excluding attorney's fees, associated with any of Developer's responsibilities under this Agreement. This includes but is not limited to architects, engineers, economic consultants, parking consultants, etc.

Prior to incurring any third party expenses, Developer shall submit to the City, for its review and approval, a budget of all third party expenses Developer expects to incur in order to fulfill its responsibilities under this Agreement ("Approved Third Party Expenses"). The City may split the budget for Approved Third Party Expenses over more than one Fiscal Year during the Negotiation Period. A Fiscal Year shall be defined as the months between July 1st and June 30th. The City shall only be obligated to pay for Approved Third Party Expenses, not to exceed an aggregate amount of $150,000. In addition, ownership of all studies, reports or other deliverables generated as a result of any Approved Third Party Expenses paid for by the City shall be transferred and assigned to the City ***if a DDA is not entered into between the City and Developer for the Live District Site and/or the City Hall Site***. If necessary, Developer shall assign ownership of any said studies, reports and other deliverables to the City.

Should Approved Third Party Expenses be incurred by Developer, from time to time the City will be invoiced by Developer and shall reimburse Developer for the approved third party expenses within thirty (30) days from the date of City's receipt of the invoice ("Due Date"). If the City fails to make such payment by the Due Date, the City shall pay Cordish 12% interest per annum for the money owed until actually paid. The obligations contained within this paragraph 4 shall survive the termination or expiration of this ENA.

5. Developer

A. Nature of Developer

Developer is The Cordish Companies, Inc., a Maryland corporation. If Developer chooses to form a partnership or limited liability company, in the future and they wish to assign the rights of this ENA to this new entity or partnership, such assignment shall not require the prior written approval of the City. The City recognizes that each of the DDAs shall be entered into by an affiliate of Developer.

B. Office of Developer

The principal office of Developer is:

601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: Blake Cordish

C. Full Disclosure of Principals

Developer is required to make full disclosure to City of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators,

development manager, consultants, professionals and directly-involved managerial employees of Developer is subject to the approval of City, approval shall not be unreasonably withheld.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners or members of The Cordish Companies, Inc., as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same, including any assignee of this ENA and all key employees. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 30 days of any such change, pursuant to Section 14 (Notices).

6. Developer's Financial Capacity

A. Financial Ability

Prior to execution of the DDAs, Developer shall submit to City satisfactory evidence of its ability to finance and complete the development, if not already provided.

B. Construction Financing

Developer's proposed method of obtaining construction financing for the development of the Live District Site shall be submitted concurrently with Developer's proposed DDA for the Live District Site to City for approval, if not already provided.

C. Long-Term Development Financing

Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA for the Live District Site to City for approval, if not already provided.

D. Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to City of its methods of financing to be used in the development of the Live District Site and the City Hall Site.

7. Developer's Responsibilities

A. Return of Site to Original Condition

Developer hereby agrees to return the Live District Site and the City Hall Site to its original condition, as commercially reasonable, upon completion of any investigations requiring access to the Live District Site and the City Hall Site, as applicable. This includes replacement of any dust palliative which may be disturbed by vehicles and personnel permitted to access the Live District Site and the City Hall Site.

B. Indemnification and Hold Harmless

Developer will indemnify and hold harmless the City, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in accessing the Live District Site and the City Hall Site. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the negligence or wrongful acts of the City, its officers, employees and/or agents.

8. City's Responsibilities

A. City Assistance and Cooperation

City shall cooperate fully in providing Developer with appropriate information and assistance.

B. RIGHT TO ENTER

AS SET FORTH IN EXHIBIT "D," CITY GIVES DEVELOPER THE RIGHT TO ENTER THE LIVE DISTRICT SITE AND THE CITY HALL SITE, SUBJECT TO CURRENT TENANT APPROVALS, TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF EACH SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

9. Real Estate Commission

The City shall not be liable for any real estate commission or brokerage fees, which may arise here from, unless due to the actions of the City. Developer represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold City harmless from any claim by any broker or finder retained by Developer. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the City agrees to hold the Developer harmless from any claim by any broker or finder retained by the City.

10. Limitations of this ENA

By its execution of this ENA, City is not committing itself to or agreeing to undertake:

A. The disposition of the Live District Site or the City Hall Site to Developer; or,

B. Any other acts or activities requiring the subsequent independent exercise of discretion by the City or any City department or board thereof.

This ENA does not constitute a disposition of property or exercise of control over property by City. Execution of this ENA by City is merely an ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

By its execution of this ENA, Developer is not committing itself to or agreeing to undertake the acquisition of the Live District Site or the City Hall Site from the City.

This ENA does not constitute an agreement to acquire or develop the Arena, the Live District and/or the Casino/Hotel by the Developer. Execution of this ENA by the Developer is merely an ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Developer as to any and all proceedings and decisions in connection therewith.

11. Temporary Events on Live District Site and/or City Hall Site

During the term of this ENA the City, in its sole and absolute discretion, shall have the right to utilize any portion of the Live District Site and/or City Hall Site to host temporary events (i.e. rodeos, carnivals, etc.).

12. Deposit

Within 30 days after the execution of this ENA, Developer shall provide the City with a One Hundred Thousand Dollar ($100,000) deposit ("Deposit"). The Deposit shall be placed in an interest bearing account, insured by the Federal Deposit Insurance Corporation for the benefit of the Developer. For any reason or no reason, should the City and Developer fail to enter into a DDA for the Live District Site or City Hall Site during the Negotiation Period or if the Negotiation Period expires, including any extensions thereto, or if the ENA is terminated pursuant to paragraph 2.A. above, One Hundred percent (100%) of the Deposit shall be refunded to Developer with interest within 10 days after the termination or expiration of this ENA. In addition, if a DDA is entered into for the Live District Site or City Hall Site, One-hundred percent (100%) of the Deposit shall be refunded to Developer with interest within 10 days after the execution of either DDA.

13. Conflict of Interest

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

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 ENA.

C. Developer represents and warrants that it has, in accordance with the current policy of City, disclosed the ownership and principals of Developer on Exhibit "C", "Disclosure of Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

14. Notices

All legal notices required pursuant to the terms and conditions of this ENA shall be in writing. Any notice required to be given under the terms of this ENA shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) on the next business day when sent by a nationally recognized over-night delivery service, or (iii) on the fifth day after being sent by U.S. mail via certified mail-return receipt requested at the following addresses:

If to Developer:

The Cordish Companies, Inc.
c/o 601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: Blake Cordish

With a copy to:

The Cordish Companies, Inc.
c/o 601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: General Counsel

If to City:

City of Las Vegas
City Managers Office
Attn: Scott Adams, Chief Urban Redevelopment Officer
400 Stewart Avenue, Eighth Floor
Las Vegas, 89101

And:

City of Las Vegas
City Attorneys Office
Attn: Bradford Jerbic
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

.....
.....
.....
.....
.....

IN WITNESS WHEREOF, the parties hereto have caused this Exclusive Negotiation Agreement to be executed on the date set forth above.

City of Las Vegas

By _____
Oscar B. Goodman, Mayor Date

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____ 10/26/09
Date

The Cordish Companies, Inc.
a Maryland corporation

By: BLAKE COLDISH

By _____ 11.24.09
"Developer" Date

EXHIBIT "A-1"

Live District Site

Assessor Parcels comprising the Live District Site include, but are not limited to:

ASSESSOR PARCEL#
139-34-501-011
139-34-512-001
139-34-512-004
139-34-512-005
139-34-512-008
139-34-512-009
139-34-512-010
139-34-512-011
139-34-512-012
139-34-512-013
139-34-512-014
139-34-512-015
139-34-512-018
139-34-512-019
139-34-512-020
139-34-512-021
139-34-512-022
139-34-512-023
139-34-512-024
139-34-512-025
139-34-512-034
139-34-512-035
139-34-512-036
139-34-512-037
139-34-512-038
139-34-512-039
139-34-512-048
139-34-512-050
139-34-512-051
139-34-512-052
139-34-512-053
139-34-512-055
139-34-512-056
139-34-512-099
139-34-512-100

EXHIBIT "A-2"

City Hall Site

Assessor Parcels comprising the City Hall Site include, but are not limited to:

ASSESSOR PARCEL#
139-34-501-003
139-34-510-045

EXHIBIT "B"

Site Map



Legend

City Hall Site

Live District Site

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

The principals and partners of The Cordish Companies, Inc. and all persons and entities holding more than 1% (one percent) interest in The Cordish Companies, Inc., or any principal or key employee or officer of the The Cordish Companies, Inc. are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	David S. Cordish	601 East Pratt Street, Sixth Floor Baltimore, Maryland 21202	410-752-5444
2.	Blake Cordish	Same as above	Same as above
3.	Jonathan Cordish	Same as above	Same as above
4.	Reed Cordish	Same as above	Same as above
5.	Joseph S. Weinberg	Same as above	Same as above
6.	Charles F. Jacobs	Same as above	Same as above
7.	Port Telles	Same as above	Same as above
8.	Gary Block	Same as above	Same as above
9.	Zed Smith	Same as above	Same as above
10.	Chase Martin	Same as above	Same as above
11.	Taylor Gray	Same as above	Same as above

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

The Cordish Companies, Inc.

By: _____

State of Maryland
~~County~~ of Baltimore City

Subscribed and sworn to before me this 26th day of Oct., 2009
by Blake L. Cordish.

Jeannine C Anacker
Notary Public

JEANNINE C. ANACKER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

EXHIBIT "D"

RIGHT-OF-ENTRY FORM
FOR
The Cordish Companies

The City of Las Vegas hereby authorizes Right-of-Entry onto parcels listed in Exhibits A-1 and A-2 of the EXCLUSIVE NEGOTIATION AGREEMENT ("ENA") dated _____, 2009, which are located at Las Vegas Boulevard and Stewart Avenue to The Cordish Companies, Inc. for the purpose of performing surveys, environmental and/or geotechnical services on said City of Las Vegas owned parcels. The parcels listed in Exhibits A-1 and A-2 of the ENA are incorporated herein by reference and summarized in Attachment "1".

City of Las Vegas contact person is: Bill Arent, 702-229-6551

The Cordish Companies, Inc., contact person is: Blake Cordish, 410-659-9491

City of Las Vegas

by:_____ _____
Elizabeth N. Fretwell, City Manager Date

INDEMNIFICATION

The Cordish Companies, Inc., hereby agrees to protect, indemnify, and hold City of Las Vegas, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which City of Las Vegas, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from City of Las Vegas, its officers, employees or agents, that are caused by the wrongful acts or omission of, negligence of The Cordish Companies, Inc. or its officers employees, contractors, subcontractors and agents. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the negligence or wrongful acts of the City of Las Vegas, its officers, employees and/or agents.

In this connection, The Cordish Companies, Inc., expressly agrees, at its sole cost and expense, to defend the City of Las Vegas, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise, against which The Cordish Companies, Inc., has agreed to indemnify the City of Las Vegas, its officers, employees and agents in the above paragraph. If The Cordish Companies, Inc. fails to do so, after notice to The Cordish Companies, Inc., the City of Las Vegas shall have the right, but not the obligation to defend same and to charge the reasonable direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to The Cordish Companies, Inc.

The Cordish Companies, Inc., agrees to restore the site to its original condition as much as possible, and agrees to conduct its testing in a manner which will cause the least amount of disruption to the present users. This agreement does not constitute or imply any binding contracts or other commitments between the City of Las Vegas and The Cordish Companies, Inc., The Cordish Companies, Inc. agrees that it proceeds at its own risk and agrees that the results of said testing shall be shared with City of Las Vegas.

The Cordish Companies, Inc.

By: _____ Date: 11-24-09

ATTACHMENT "1"

Parcel Listing

Assessor Parcels included, but not limited to in this ENA are:

ASSESSOR PARCEL#
139-34-501-003
139-34-501-011
139-34-510-045
139-34-512-001
139-34-512-004
139-34-512-005
139-34-512-008
139-34-512-009
139-34-512-010
139-34-512-011
139-34-512-012
139-34-512-013
139-34-512-014
139-34-512-015
139-34-512-018
139-34-512-019
139-34-512-020
139-34-512-021
139-34-512-022
139-34-512-023
139-34-512-024
139-34-512-025
139-34-512-034
139-34-512-035
139-34-512-036
139-34-512-037
139-34-512-038
139-34-512-039
139-34-512-048
139-34-512-050
139-34-512-051
139-34-512-052
139-34-512-053
139-34-512-055
139-34-512-056
139-34-512-099
139-34-512-100

SITE MAP



Legend

City Hall

City Owned Land

0 120 240 480 Feet

02/18/2009

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

ABEYANCE ITEM – Bill No. 2010-31 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. The bill is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations. This item was held in Abeyance from the September 15, 2010 City Council meeting.

RECOMMENDATION:
ADOPTION as a First Amendment at 8/18/2010 City Council meeting pursuant to the 8/3/2010 Recommending Committee.

First Reading - 7/7/2010; First Publication - 8/6/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-31
2. Business Impact Statement
3. Bill No. 2010-31 First Amendment

BILL NO. 2010-31

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE REGULATIONS GOVERNING CERTAIN COMMERCIAL, ENTERTAINMENT AND SOLICITATION ACTIVITIES WITHIN THE PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
Councilman Gary Reese

Summary: Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapter 44, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.44.010: For purposes of this Chapter:

(A) "Solicitation" means the act of solicitation, including asking, begging, soliciting or pleading, for the purpose of **[**immediately**]** obtaining money, charity, business or patronage, or gifts of items of value for oneself or another person or organization.

(B) "Coercion" means to wilfully and knowingly:

(1) Approach or speak to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with:

(a) Imminent bodily injury, or

(b) The commission of a criminal act upon the person or another person, or upon property in the person's immediate possession;

(2) Persist in a solicitation after the person solicited has given a negative response;

(3) Block, either individually or as part of a group of persons, the passage of a solicited person**[**;**]** , including by means of the use of physical objects; or

(4) Engage in conduct that would reasonably be construed as intended to compel or force a solicited person to accede to demands.

SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.020: As used in this Chapter:

[(A)] "Celestial vault lightshow" is the display of computer-generated electronic images on the ceiling of the celestial vault constructed above Fremont Street and the various light and sound effect accompanying such images.

[(B)] "Display vehicles" are those vehicles brought into the Pedestrian Mall for purposes of display to the public, and not for the primary purpose of transporting persons or property.

[(C)] "Emergency vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(D)] "Exterior building improvements" means the building facades, marquees, overhangs, recessed entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building illumination and audible effects or devices.

"Free expression zones" means those areas within the Pedestrian Mall that have been specifically designated by the City of Las Vegas to be used for solicitation, leafleting and mall entertainment in accordance with LVMC 11.68.103. The boundaries of the free expression zones shall be as set forth in Exhibit A of this Ordinance (Ordinance No. ____), which ordinance is codified in this Chapter and Exhibit A of which is adopted herein by this reference.

"Leafleting" means the act of distributing to any passersby in a continuous or repetitive manner any printed, written or graphic materials.

[(E)] "Motorized vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(F)] "Maintenance vehicles" are those vehicles owned or operated by the City of Las Vegas, as well as vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

"Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special

events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

"Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation or enjoyment to the users of the Pedestrian Mall.

"Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.

[(G)] "Management agreement" means that agreement executed between The Fremont Street Experience Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation, management or maintenance of the Pedestrian Mall.

[(H)] "Parade" is a group of persons with or without animals or vehicles in a public procession or march and does not include a procession or march in connection with a special event or mall entertainment.

[(I)] "Pedestrian Mall Act" refers to NRS 268.810 through 268.823.

[(J)] "Special events" include festivals, sporting events, exhibitions, entertainment and similar activities which are not offered on a continuous basis, whether or not members of the public pay an admission or entrance fee to be spectators or participants.

[(K)] "Special permit vehicles" are those vehicles authorized by The Fremont Street Limited Experience Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

[(L) "Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

(M) "Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation and enjoyment to the users of the Pedestrian Mall.

(N) "Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.]

SECTION 3: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.100: The following are prohibited within the Pedestrian Mall:

(A) Animals unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(B) Mall vending, mall advertising, [mall entertainment] special events or other commercial activities unless conducted or authorized by The Fremont Street Experience Limited Liability Company[;] or permitted by LVMC 11.68.103;

(C) Parades;

(D) Unicycles, bicycles and other types of cycles, skateboards, roller skates, in-line skates and shopping carts except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(E) Sleeping or camping;

(F) Littering;

(G) Sexually oriented businesses as described in Section 19.04.040; [of the Las Vegas Municipal Code;]

(H) Notwithstanding LVMC 11.68.103, [The] the placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, [for purposes of solicitation,] except:

(1) As [as] necessary for emergency purposes, or the maintenance or repair of the Pedestrian Mall; [, or as authorized]

(2) As authorized by The Fremont Street Experience Limited Liability Company for special events, mall advertising, mall entertainment or mall vending or other commercial and entertainment activities; or

(3) As permitted by LVMC 11.68.103.

(I) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(J) Feeding birds; [and]

(K) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where expressly approved by The Fremont Street Experience Limited Liability Company in conjunction with special events, mall entertainment or venue rental;

(L) The launching or throwing of projectiles or other objects into or through the air, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company;

(M) The twirling of hoops (such as hula hoops) around the human body or portions thereof, or the use of such hoops for recreation or entertainment, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company; and

[(K)] (N) Except as otherwise permitted by LVMC 11.68.103, [Solicitation, as defined in LVMC 10.44.010.] solicitation (as defined in LVMC 10.44.010), leafleting and mall entertainment.

SECTION 4: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 103, reading as follows:

11.68.103: (A) The following expressive conduct is permitted in any free expression zone:

(1) Solicitation, as defined in LVMC 10.44.010;

(2) Leafleting; and

(3) Mall entertainment.

(B) If any person or organization wishes to use a table in conjunction with activity described in Subsection (A), such table must be provided by The Fremont Street Experience Limited Liability Company. Tables will be provided on a first-come-first-serve basis and subject to available

space within the free expression zones.

SECTION 5: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 140, reading as follows:

11.68.140: By virtue of its standing and authority under LVMC 11.68.060 and 11.68.070, The Fremont Street Limited Liability Company may commence a civil action to enforce any of the provisions contained in LVMC 11.68.100. This remedy shall supplement, and exist in addition to, those contained in LVMC 11.68.130.

SECTION 6: 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 7: 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 8: 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 6-28-10
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": _____

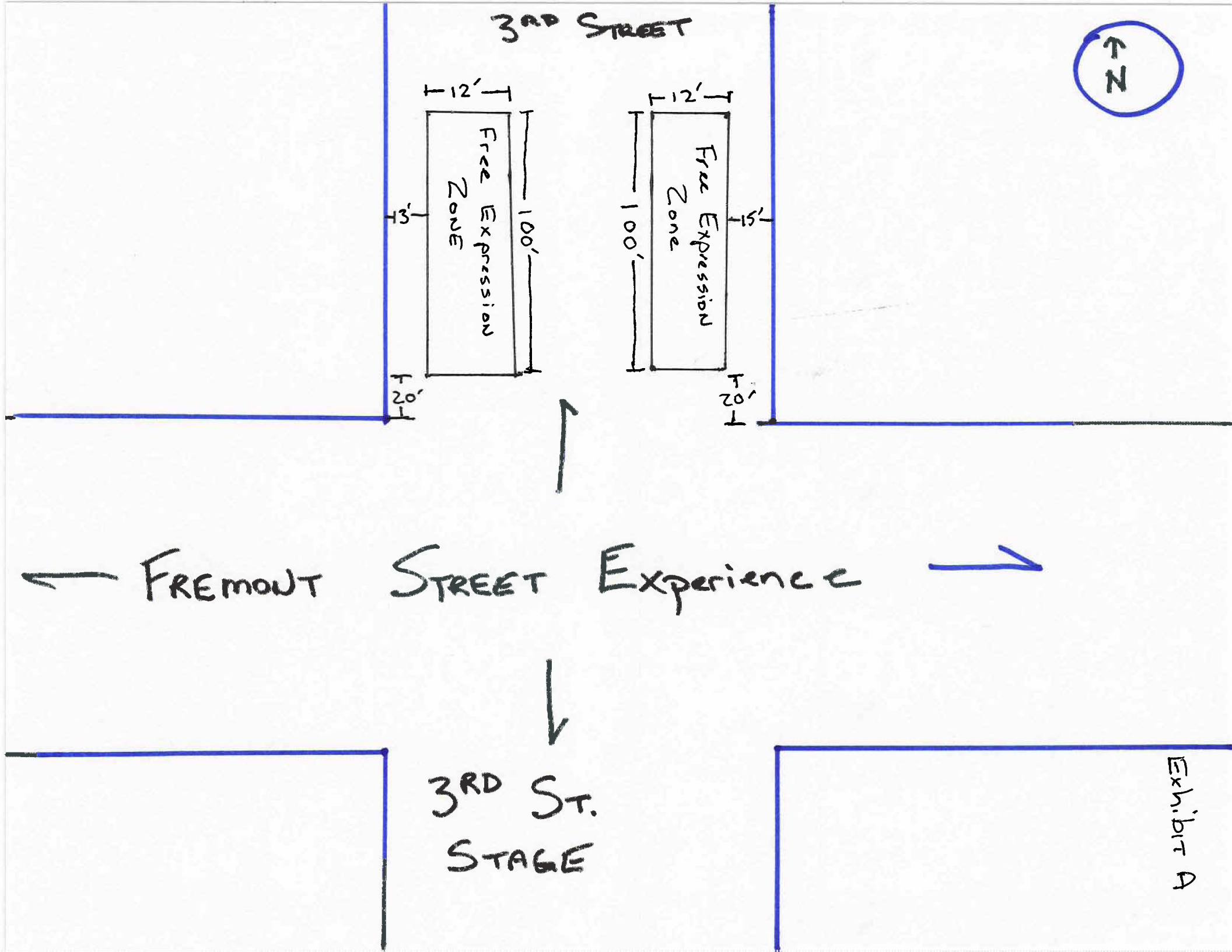
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk


3RD STREET
N
12'
Free Expression Zone
100'
43'
20'
12'
Free Expression Zone
100'
15'
20'
FREMONT STREET Experience
3RD ST.
STAGE
Exhibit A

BUSINESS IMPACT STATEMENT
BILL NO. 2010-31
(Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-31, that would update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

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:

The addition of more certainty and structure and enforceability in the ordinance provisions

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. The ordinance is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations.

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 than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: June 28, 2010

FIRST AMENDMENT

BILL NO. 2010-31

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE REGULATIONS GOVERNING CERTAIN COMMERCIAL, ENTERTAINMENT AND SOLICITATION ACTIVITIES WITHIN THE PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
Councilman Gary Reese

Summary: Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapter 44, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.44.010: For purposes of this Chapter:

(A) "Solicitation" means the act of solicitation, including asking, begging, soliciting or pleading, for the purpose of [immediately] obtaining money, charity, business or patronage, or gifts of items of value for oneself or another person or organization.

(B) "Coercion" means to wilfully and knowingly:

(1) Approach or speak to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with:

(a) Imminent bodily injury, or

(b) The commission of a criminal act upon the person or another person, or upon property in the person's immediate possession;

(2) Persist in a solicitation after the person solicited has given a negative response;

(3) Block, either individually or as part of a group of persons, the passage of a solicited person[;] , including by means of the use of physical objects; or

(4) Engage in conduct that would reasonably be construed as intended to compel or force a solicited person to accede to demands.

SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of

Submitted after final agenda
Date 5/13/2010 Item 69

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.020: As used in this Chapter:

[(A)] "Celestial vault lightshow" is the display of computer-generated electronic images on the ceiling of the celestial vault constructed above Fremont Street and the various light and sound effect accompanying such images.

[(B)] "Display vehicles" are those vehicles brought into the Pedestrian Mall for purposes of display to the public, and not for the primary purpose of transporting persons or property.

[(C)] "Emergency vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(D)] "Exterior building improvements" means the building facades, marquees, overhangs, recessed entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building illumination and audible effects or devices.

"Free expression zones" means those areas within the Pedestrian Mall that have been specifically designated by the City of Las Vegas to be used for solicitation and mall entertainment in accordance with LVMC 11.68.103. The boundaries of the free expression zones shall be as set forth in Exhibit A of this Ordinance (Ordinance No. ____), which ordinance is codified in this Chapter and Exhibit A of which is adopted herein by this reference.

[(E)] "Motorized vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(F)] "Maintenance vehicles" are those vehicles owned or operated by the City of Las Vegas, as well as vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

"Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special events, or any other commercial activity, and the display of consumer goods, products, or services to

the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

"Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation or enjoyment to the users of the Pedestrian Mall.

"Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.

[(G)] "Management agreement" means that agreement executed between The Fremont Street Experience Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation, management or maintenance of the Pedestrian Mall.

[(H)] "Parade" is a group of persons with or without animals or vehicles in a public procession or march and does not include a procession or march in connection with a special event or mall entertainment.

[(I)] "Pedestrian Mall Act" refers to NRS 268.810 through 268.823.

[(J)] "Special events" include festivals, sporting events, exhibitions, entertainment and similar activities which are not offered on a continuous basis, whether or not members of the public pay an admission or entrance fee to be spectators or participants.

[(K)] "Special permit vehicles" are those vehicles authorized by The Fremont Street Limited Experience Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

[(L) "Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

(M) "Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation and enjoyment to the users of the Pedestrian Mall.

(N) "Mall vending" is the distribution, display or sale, or any combination thereof, of

consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.]

SECTION 3: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.100: The following are prohibited within the Pedestrian Mall:

(A) Animals unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(B) Mall vending, mall advertising, [mall entertainment] special events or other commercial activities unless such activities are conducted or authorized by The Fremont Street Experience Limited Liability Company[;] or consist of expressive conduct taking place in a free expression zone pursuant to LVMC 11.68.103;

(C) Parades;

(D) Unicycles, bicycles and other types of cycles, skateboards, roller skates, in-line skates and shopping carts except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(E) Sleeping or camping;

(F) Littering;

(G) Sexually oriented businesses as described in Section 19.04.040[, of the Las Vegas Municipal Code;]

(H) Notwithstanding LVMC 11.68.103, [The] the placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, [for purposes of solicitation,] except:

(1) As [as] necessary for emergency purposes, or the maintenance or repair of the Pedestrian Mall; [, or as authorized]

(2) As authorized by The Fremont Street Experience Limited Liability Company for special events, mall advertising, mall entertainment or mall vending or other commercial and entertainment activities; or

(3) In connection with expressive conduct described in LVMC 11.68.103.

(I) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(J) Feeding birds; [and]

(K) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where expressly approved by The Fremont Street Experience Limited Liability Company in conjunction with special events, mall entertainment or venue rental;

(L) The launching or throwing of projectiles or other objects into or through the air, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company;

(M) The twirling of hoops (such as hula hoops) around the human body or portions thereof, or the use of such hoops for recreation or entertainment, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company; and

[(K)] (N) Except as otherwise permitted by LVMC 11.68.103, [Solicitation, as defined in LVMC 10.44.010.] solicitation (as defined in LVMC 10.44.010) and mall entertainment.

SECTION 4: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 103, reading as follows:

11.68.103: (A) Within the Pedestrian Mall, the following expressive conduct is permitted only in a free expression zone:

(1) Solicitation, as defined in LVMC 10.44.010; and

(2) Mall entertainment.

(B) If any person or organization wishes to use a table in conjunction with activity described in Subsection (A), such table must be provided by The Fremont Street Experience Limited Liability Company. Tables will be provided on a first-come-first-serve basis and subject to available

space within the free expression zones.

SECTION 5: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 140, reading as follows:

11.68.140: By virtue of its standing and authority under LVMC 11.68.060 and 11.68.070, The Fremont Street Limited Liability Company may commence a civil action to enforce any of the provisions contained in LVMC 11.68.100. This remedy shall supplement, and exist in addition to, those contained in LVMC 11.68.130.

SECTION 6: 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 7: 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 8: 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 8-5-10
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 amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

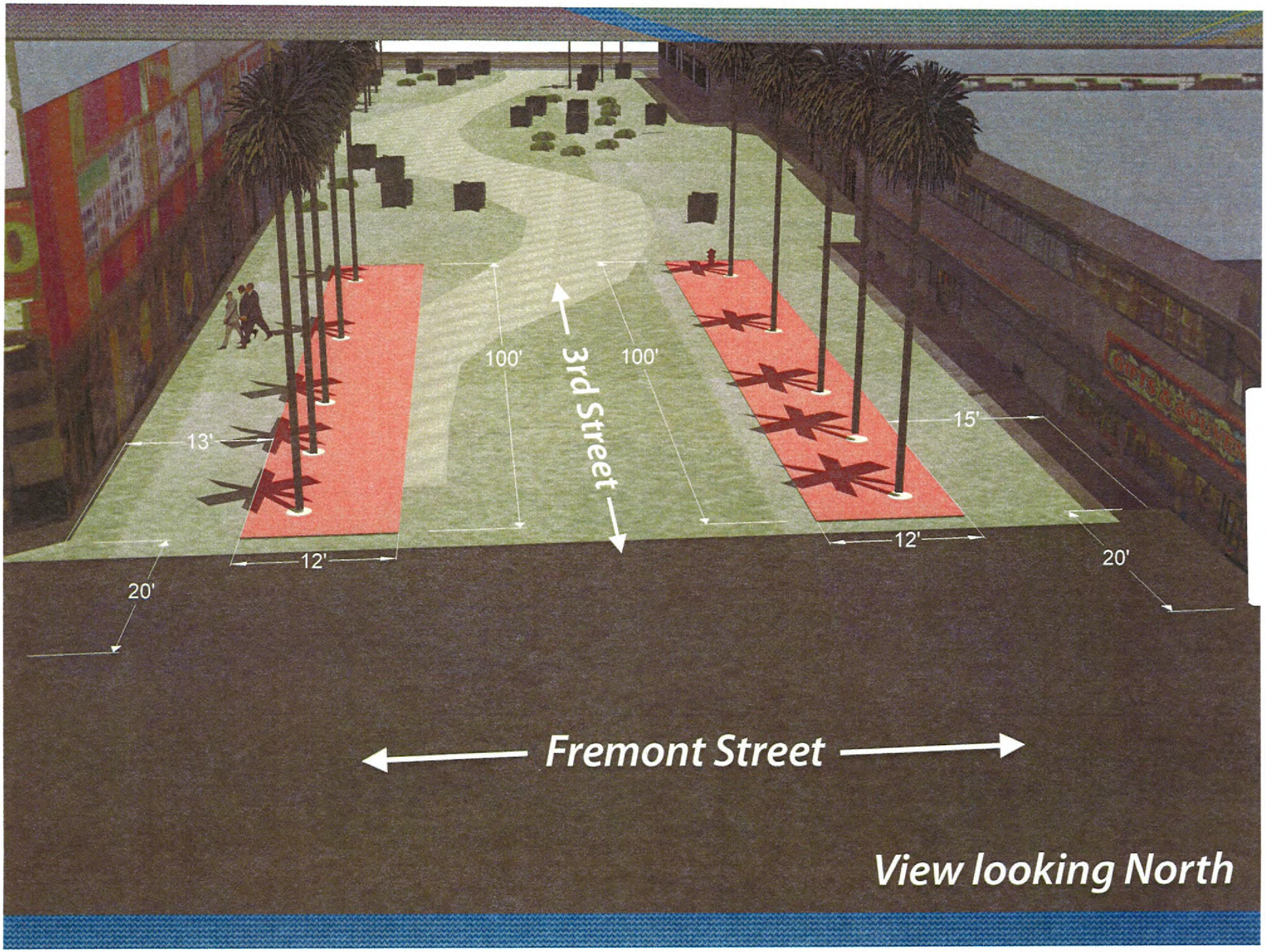

100'
3rd Street
100'
13'
15'
12'
12'
20'
20'
Fremont Street
View looking North

Exhibit A

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

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:
ADOPTION at 11/3/2010 City Council meeting pursuant to the 10/19/2010 Recommending Committee.

First Reading – 10/6/2010; First Publication – 10/22/2010

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.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

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:
ADOPTION at 11/3/2010 City Council meeting pursuant to the 10/19/2010 Recommending Committee.

First Reading – 10/6/2010; First Publication – 10/22/2010

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": _____

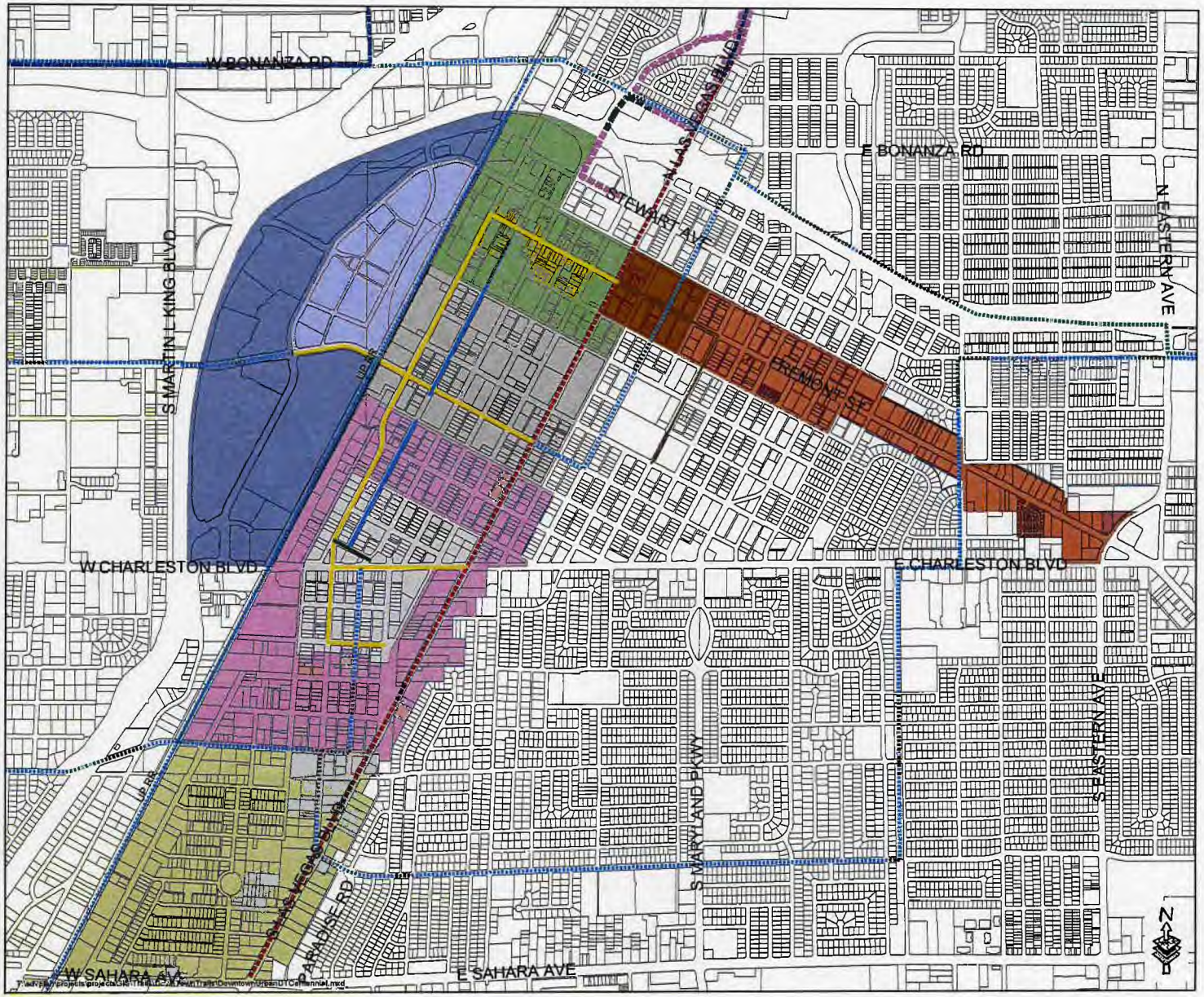
ABSENT: _____

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)

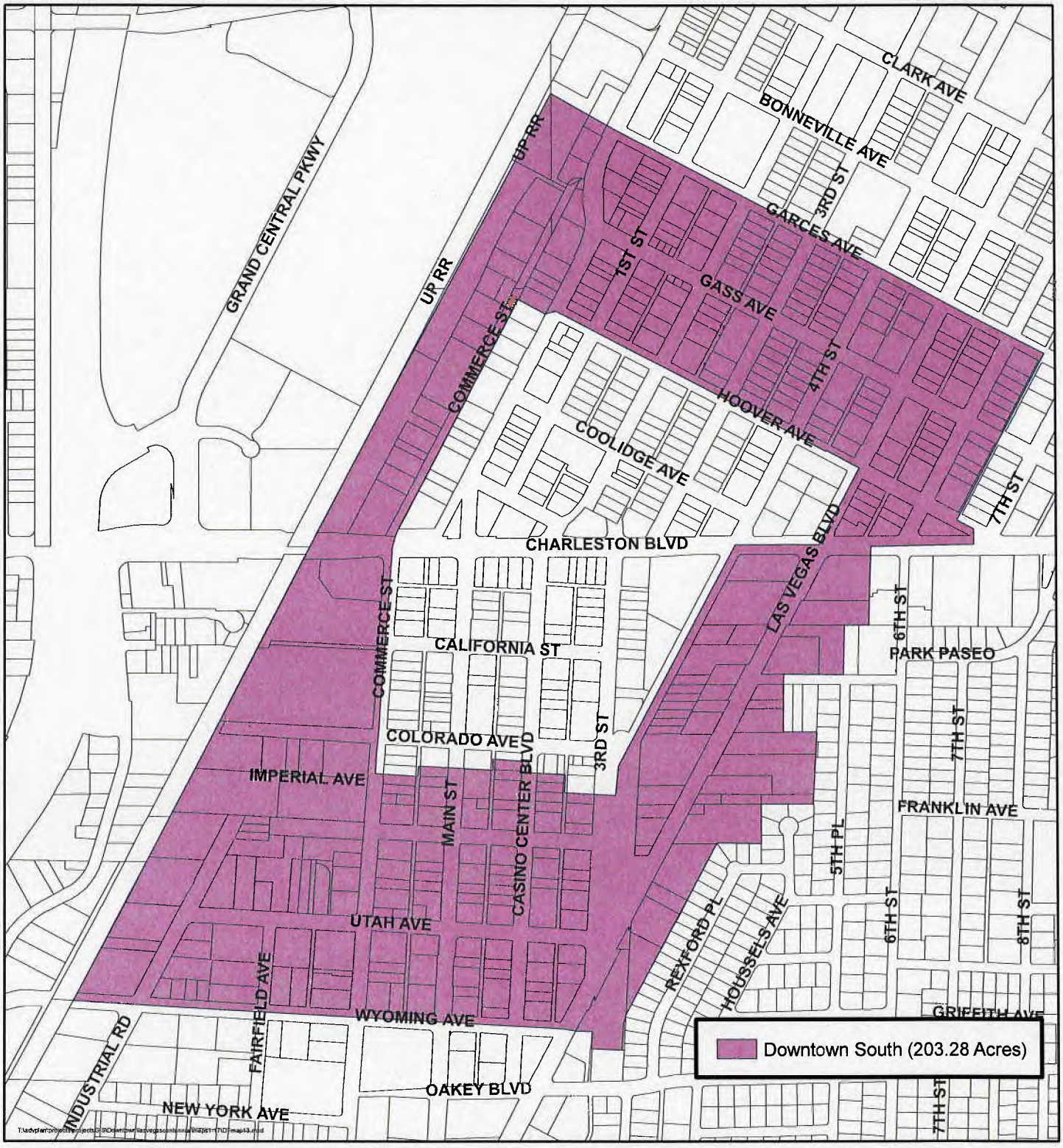
Adopted: Ordinance #5238, July 5th, 2000
Revised: GPA-2591, August 13th, 2003
Revised: GPA-3130, November 5th, 2003
Revised: Ordinance #5874, January 3rd, 2007
Revised: GPA-32130, February 18, 2009
Revised: Ordinance #6051, August 5, 2009

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

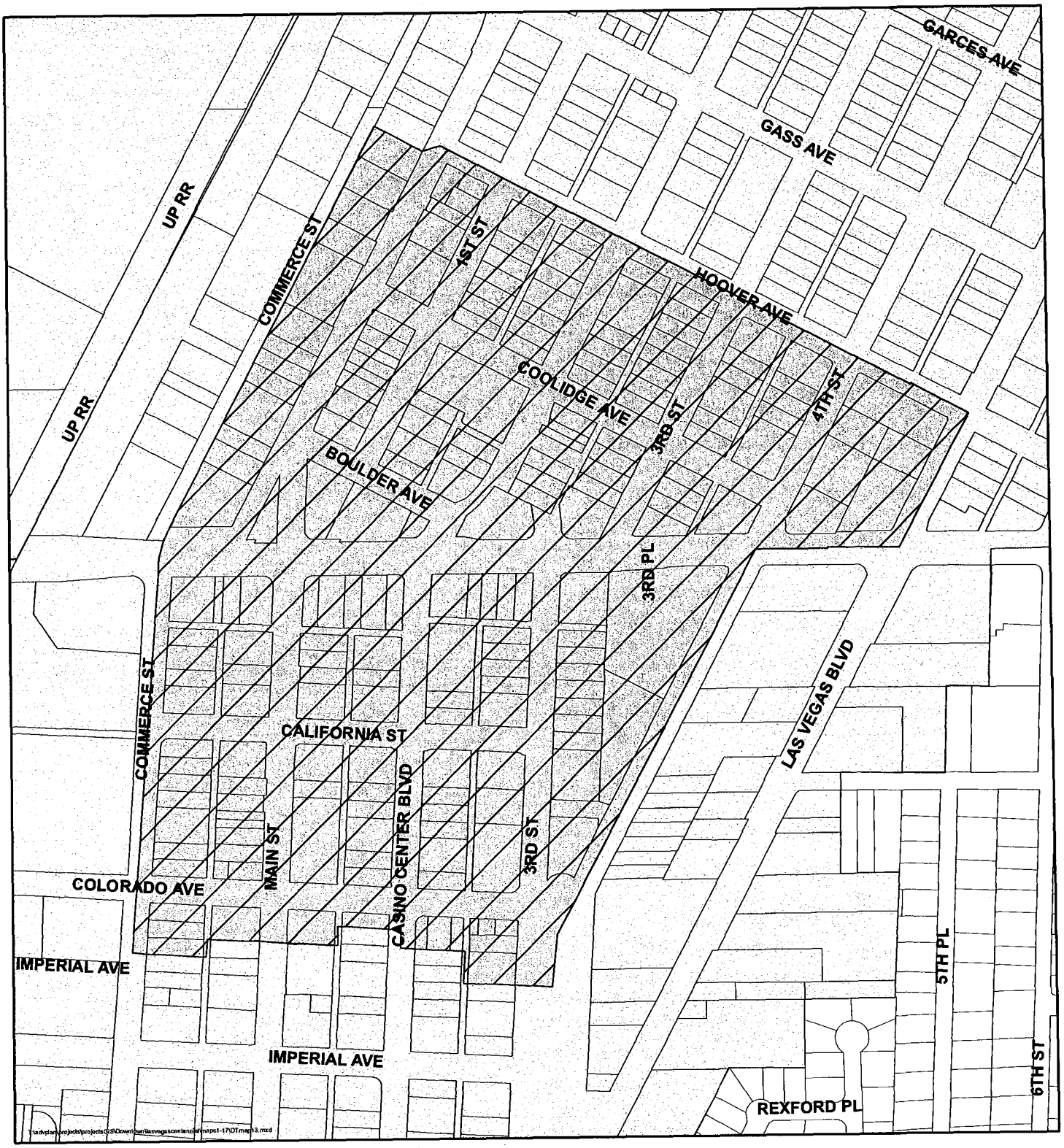
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Plotted Date: September 8, 2010



MAP 12: DOWNTOWN SOUTH DISTRICT

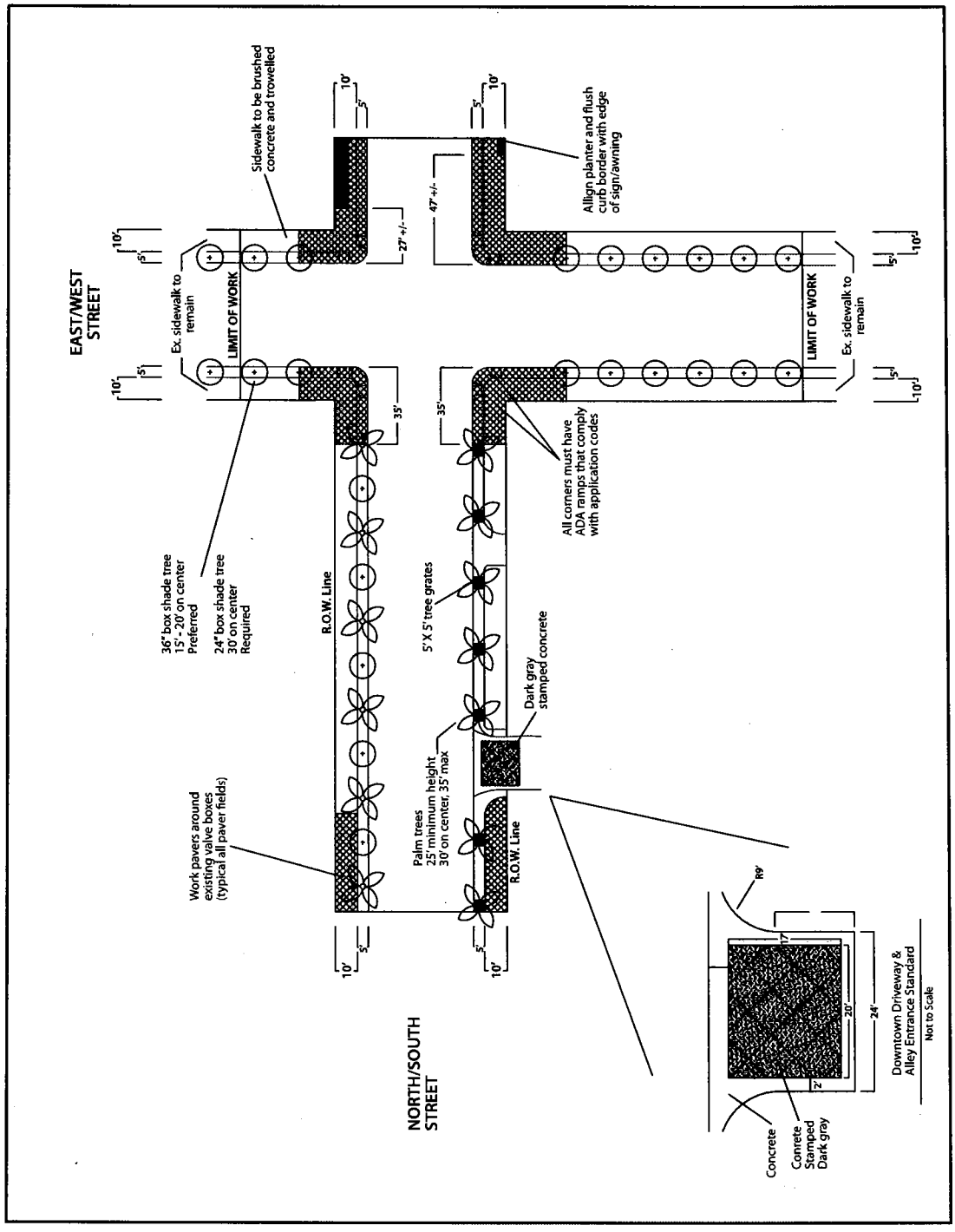


MAP 13: 18b THE LAS VEGAS ARTS DISTRICT

18b Las Vegas Arts District (82.14 Acres)

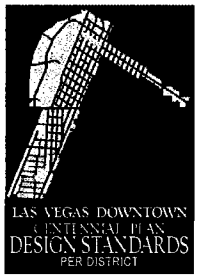
Downtown Districts

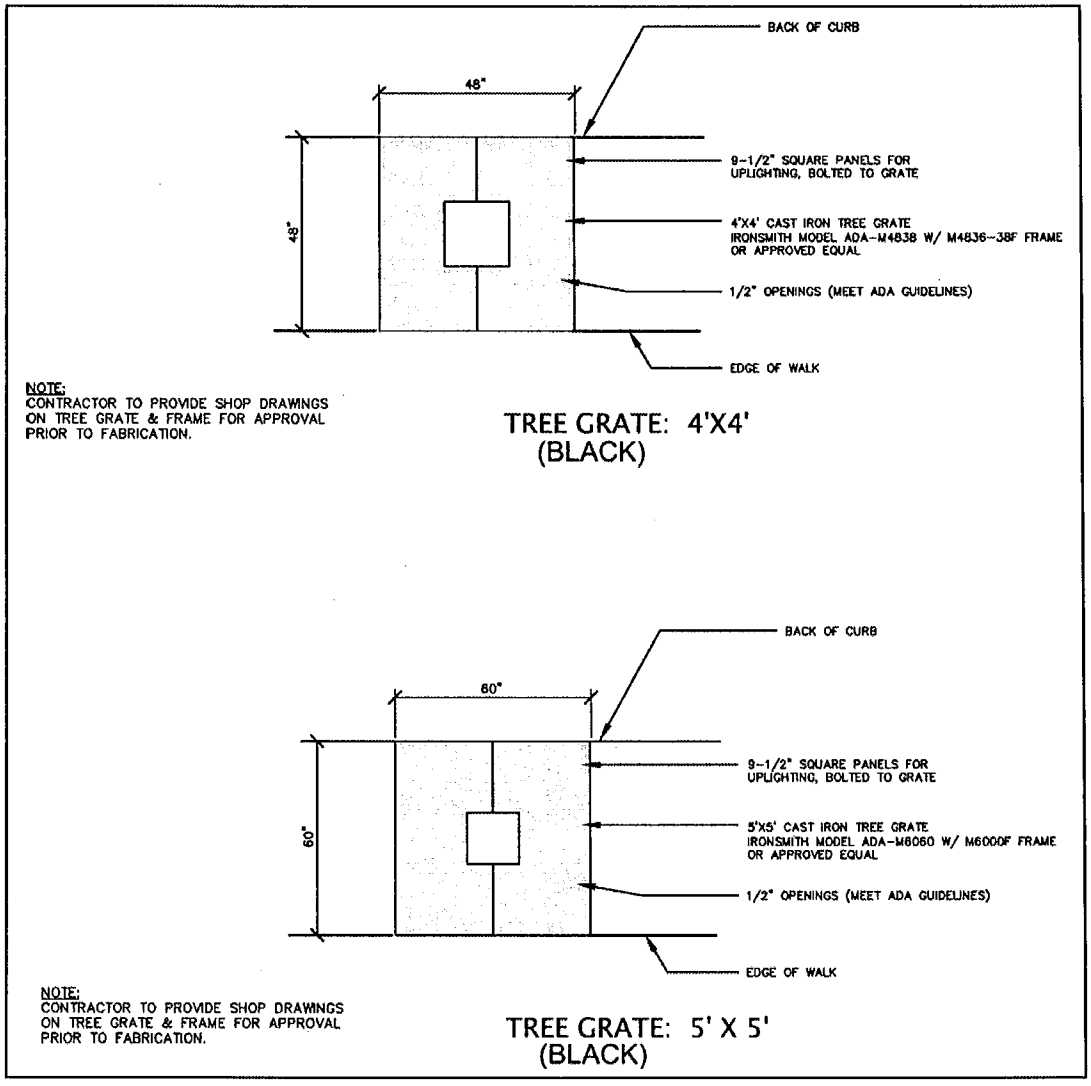
GRAPHIC 13: STREET HARDSCAPE TREATMENTS





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.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

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:
ADOPTION at 11/3/2010 City Council meeting pursuant to the 10/19/2010 Recommending Committee.

First Reading – 10/6/2010; First Publication – 10/22/2010

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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

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 is outdated and no longer necessary.

RECOMMENDATION:
ADOPTION at 11/3/2010 City Council meeting pursuant to the 10/19/2010 Recommending Committee.

First Reading – 10/6/2010; First Publication – 10/22/2010

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.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-46 – Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Beverly K. Bridges, City Clerk

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill represents a periodic housekeeping measure to update the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County election Department, as a result of annexations or otherwise.

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. 2010-46
2. Business Impact Statement

BILL NO. 2010-46

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE DESCRIPTION OF CERTAIN CITY WARD BOUNDARIES TO REFLECT CHANGES IN PRECINCT NUMBERS OR DESCRIPTIONS MADE BY THE CLARK COUNTY ELECTION DEPARTMENT, AS A RESULT OF ANNEXATIONS OR OTHERWISE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Beverly K. Bridges, City Clerk

Summary: Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 1, Chapter 16, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.030: Ward No. 2 shall consist of that area of the City which is encompassed within election precinct numbers 3041, 3089, 3090, 3129, 3130, 3219, 3225, 3227, 3228, 3229, 3320, 3321, 3322, 3326, 3340, 3341, 3342, 3343, 3344, 3345, 3350, 3351, 3352, 3353, 3354, 3355, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3370, 3371, 3372, 3373, 3374, 3375, 3380, 3381, 3382, 3385, 3386, 3541, 3544, 3557, [and] 3565[.] and 3576.

SECTION 2: Title 1, Chapter 16, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.050: Ward No. 4 shall consist of that area of the City which is encompassed within election precinct numbers 2048, 2300, 2301, 2305, 2306, 2310, 2313, 2321, 2322, 2324, 2342, 2344, 2345, 2900, 3034, 3035, 3036, 3037, 3038, 3040, 3042, 3214, 3217, 3220, 3383, 3384, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3400, 3401, 3402, 3403, 3404, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3420, 3421, 3422, 3423, 3424, 3425, 3430, 3431, 3432, 3434, 3435, 3436, 3442, 3443, 3446, 3450, 3452, 3453, 3454, 3463, 3464, 3465, 3466, [and] 3903[.] and 3986.

SECTION 3: Title 1, Chapter 16, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.070: Ward No. 6 shall consist of that area of the City which is encompassed within election

precinct numbers 2037, 2044, 2047, 2052, 2323, 2325, 2326, 2328, 2329, 2338, 2346, 2350, 2351, 2352, 2353, 2354, 2355, 2357, 2947, 2948, 2956, 3469, 3470, 3471, 3472, 3481, 3482, 3483, 3485, 3486, 3490, 3491, 3494, 3495, 3498, 3500, 3501, 3502, 3505, 3506, 3507, 3508, 3509, 3510, 3514, 3520, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3556, 3566, 3569, 3572, 3573, 3574, 3575, 3600, 3601, 3602, 3603, 3604 and 3938.

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:

Val Steed 10-20-10
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. 2010-46
(Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-46, that will update the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise.

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.

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

Beneficial effects:

None

Direct effects:

None

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: October 20, 2010

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-47 – Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto. Proposed by: Greg Gammon, Chief of Fire and Rescue

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt as the City's Fire Code the International Fire Code, 2009 Edition, as amended by two additional documents: the Southern Nevada Amendments (area-wide consensus provisions) and a Supplemental Document containing amendments particular to the City of Las Vegas. The International Fire Code, as amended, will replace the NFPA 1, Uniform Fire Code, 2003 Edition, as adopted by the City previously. Although the NFPA 1 Code has served the City well, the International Fire Code is a better match with the building code and other related codes adopted by the City.

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. 2010-47
2. Southern Nevada Fire Code Amendments
3. Supplemental Document
4. Business Impact Statement

BILL NO. 2010-47

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AS THE CITY'S FIRE CODE THE INTERNATIONAL FIRE CODE, 2009 EDITION, TOGETHER WITH LOCAL MODIFICATIONS AND SUPPLEMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Greg Gammon, Chief of Fire and Rescue

Summary: Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 16, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 16, Chapter 16, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 10, reading as follows:

16.16.010: (A) Those certain documents that are designated as follows, and copies of which are on file in the office of the City Clerk, are hereby adopted by reference as Parts I, II and III of the Fire Code of the City and of this Chapter:

(1) As Part I of this Chapter, the International Fire Code, 2009 Edition (hereinafter "IFC, 2009 Edition"), as promulgated by the International Code Council, together with Appendices A and F thereof;

(2) As Part II of this Chapter, the Southern Nevada Fire Code Amendments, amending, modifying, adding to and deleting certain provisions of the IFC, 2009 Edition; and

(3) As Part III of this Chapter, a Supplemental Document amending, modifying, adding to and deleting certain provisions of the Southern Nevada Fire Code Amendments and the IFC, 2009 Edition.

(B) If a conflict exists between:

(1) Any provision of the IFC, 2009 Edition, as modified or supplemented by the Southern Nevada Fire Code Amendments and the Supplemental Document, and

(2) Any other code or ordinance adopted by the City,

➥the more stringent requirement providing the greatest safety from fire shall prevail.

SECTION 3: The Southern Nevada Fire Code Amendments and the Supplemental Document referred to in Section 2 of this Ordinance are attached hereto and incorporated by this reference.

SECTION 4: For purposes of convenience, administration and enforcement, the Department of Fire and Rescue, following the adoption of this Ordinance, is authorized to publish a document that combines and coordinates the provisions adopted in Section 2 of this Ordinance as Parts II and III of the City's Fire Code and LVMC Chapter 16.16.

SECTION 5: The NFPA 1, Uniform Fire Code, 2003 Edition, together with its corresponding Supplement Document, are hereby repealed in their entirety. However, for transition purposes, the Department of Fire and Rescue, in its discretion, may apply the provisions of those documents to structures and facilities whose plans have been processed under the provisions of those documents.

SECTION 6: In connection with Section 113 of the IFC, 2009 Edition, the City Council is authorized to adopt, by means of resolution, a fee schedule for permits and services pertaining to the administration and enforcement of the Fire Code as adopted by the City. Upon the adoption of such a resolution, the fee schedule so adopted shall replace and supersede all fee schedules adopted in connection with previous fire codes. The fee schedule may be amended from time to time by means of resolution.

SECTION 7: Under the supervision of the Chief of Fire and Rescue, the Fire Prevention Division of the Department of Fire and Rescue shall enforce the regulations of the State Fire Marshal.

SECTION 8: This Ordinance shall become effective on January 1, 2011.

SECTION 9: 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 10: 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.

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 10-20-10
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

Southern Nevada Fire Code Amendments

Southern Nevada Fire Code Committee

Clark County – Henderson - Las Vegas – North Las Vegas

FINAL CONSENSUS

Last Update: MAY 27, 2010

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International Fire Code

101.2.1

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

The following appendices are hereby adopted and are a part of this code:

Appendix B – Fire-flow requirements for buildings, as amended

Appendix C – Fire hydrant locations and distribution, as amended

Appendix H – Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions

Appendix J – Emergency responder radio coverage system, as amended

Appendix K – Proprietary (self) monitoring, as amended

102.7.1

102.7.1 Local codes. The revised locally adopted codes listed below shall replace the listed referenced documents. References contained herein shall refer to the locally adopted codes.

IBC-09 2009 International Building Code

IMC-09 International Mechanical Code is replaced with 2009 Uniform Mechanical Code

IPC-09 International Plumbing Code is replaced with 2009 Uniform Plumbing Code

IRC-09 2009 International Residential Code

104.9

104.9 Alternative materials and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. The *fire code official* is authorized to approve an alternative material or method of construction where the *fire code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purposes intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. The *fire code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a Nevada registered design professional.

105.1.4

105.1.4 Certificate of Insurance. A valid Certificate of Insurance shall be submitted to, or be on file with, the *fire code official* when applying for a permit to conduct specific operations.

Exception: The requirement for an insurance certificate may be waived by the fire code official's Risk Manager.

105.1.4.1 Certificate Information Required. The certificate shall be issued by an insurance company authorized to conduct business in the State of Nevada, or be named on the list of authorized insurers maintained by the Nevada Department of Business and Industry, Division of Insurance.

The following information shall be provided on the certificate:

1. The contractor shall be named as the insured. If the insurance is provided by an individual, company or partnership other than the contractor, the contractor shall be named as an additional insured.
2. "*insert name of jurisdiction* it's agents, employees and volunteers" shall be named as both an additional insured and certificate holder
3. General liability limits, including contractual liability, in the minimum amounts specified below of the specific operation being conducted:
    a. To erect temporary membrane structures, tents, or canopies. See Chapter 24 $2,000,000.
    b. To use explosive materials or to conduct pyrotechnic displays. See Chapter 33 $5,000,000
    c. To operate a special amusement building. See Chapter 9. $2,000,000.

105.1.4.2 Additional Insurance. Greater liability insurance amounts may be required in certain cases (such as building implosions) as deemed necessary by the *fire code official*.

105.3.1

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit, not exceeding one year from date of issuance. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee to recommence work, if any, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one year. Permits are not transferable and any changes in occupancy, operation, tenancy or ownership shall require a new permit to be issued.

105.6.23

105.6.23 Hot work operations. An operational permit is required for hot work including, but not limited to:

1. Public exhibitions and demonstrations where hot work is conducted.
2. Use of portable hot work equipment inside, upon, or within 10 feet of a structure.

   Exception: Work that is conducted under a construction permit.
3. Fixed-site hot work equipment such as welding booths.
4. Hot work conducted within a hazardous fire area.
5. Application of roof coverings with the use of an open-flame device.
6. When approved, the *fire code official* shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 26. These permits shall be issued only to their employees or hot work operations under their supervision.

105.6.40

105.6.40 ~~Rooftop~~ Heliports, Helistops, and Emergency Landing Pads. An operational permit is required for the operation of a ~~rooftop~~ heliport, helistop, and/or emergency landing pad. See Chapter 11 and NFPA 418

105.6.47 thru 105.6.61

105.6.47 Emergency responder radio coverage system. An operational permit is required to operate an emergency responder radio coverage system regulated by Chapter 5 and Appendix J.

105.6.48 Filming. An operational permit is required to film, or broadcast at a public studio, production location, or sound stage. See Section 321.

105.6.49 Fire Pumps. An operational permit is required for facilities that contain a fire pump. See Chapter 9 and NFPA 20

105.6.50 Fire Suppression and Extinguishing Systems. An operational permit is required for facilities that contain a fire suppression or extinguishing system. See Chapter 9

105.6.51 Firewood. An operational permit is required to store firewood in excess of 50 cords. See Chapter 19

105.6.52 Flame effects. An operational permit is required to produce combustion through the use of flammable solids, liquids, or gases to produce thermal, physical, visual, or audible phenomenon for entertainment, exhibition, demonstration or simulation. See NFPA 160

105.6.53 Special Activity. An operational permit is required at locations that operate Christmas trees, pumpkin patch lots, and similar activities. See Section 320.

105.6.54 Mobile fueling site. An operational permit is required to operate each site where mobile fueling takes place. See Chapter 34

105.6.55 Mobile fueling vehicle. An operational permit is required to operate a mobile fueling vehicle. See Chapter 34

105.6.56 Monitoring facilities. An operation permit is required for any facility that remotely monitors electronic signals initiated by fire protection systems such as central or supervising facilities.

105.6.57 Proprietary /self-monitoring. An operational permit is required to operate an onsite proprietary (self) monitoring fire alarm system. See Appendix K.

105.6.58 Smoke Control System. An operational permit is required for facilities that have smoke control systems.

105.6.59 Smoke Removal Systems. An operational permit is required for facilities that have smoke removal systems.

105.6.60 Tire storage An operational permit is required to store tires in excess of 1,000 cubic feet (28.3 m^3). See Chapter 25

105.6.61 Wood pallets. An operational permit is required to store or rehabilitate pallets in an area exceeding 500 sq. ft. (46 m^2) See Chapter 19.

105.7.1

105.7.1 Automatic fire-extinguishing systems.

A construction permit is required for the following:

1. Installation of or modification to an automatic fire-extinguishing system.
2. Replacement of recalled fire protection components.

Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.3

105.7.3 Compressed gases. When the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify *a compressed gas system.*

Exceptions:

1. Routine maintenance.
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

A construction permit is required to install, extend, alter, or modify a medical gas system.

Exception: Level 3 compressed air and/or piped vacuum systems as defined by NFPA 99, *Standard for Health Care Facilities*.

105.7.4

105.7.4 Cryogenic fluids. A construction permit is required for installation of or alteration to ~~outdoor~~ stationary cryogenic fluid storage systems and for fog effect systems that utilize CO^2 or cryogenic fluids where the system capacity exceeds the amounts listed in Table 105.6.8 or Table 105.6.10. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.5

105.7.5 Fire alarm and detection systems, ~~and~~ related equipment and dedicated function fire alarm systems (i.e., monitoring). A construction permit is required for the following:

1. Installation of or modification ~~to fire alarm and detection systems and related equipment~~ (including but not limited to: extending; reprogramming; upgrading field programmable EPROM, or altering) to fire alarm and detection systems, related equipment, and dedicated function fire alarm systems.
2. Replacement of recalled fire protection components.
3. Control equipment replacement.

Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.11

105.7.11 ~~Private~~ Fire Hydrants and Associated Supply Piping. A construction permit is required for the installation or modification of ~~private~~ fire hydrants, including temporary hydrants, and the associated supply piping.

105.7.15 thru 105.7.24

105.7.15 Access gates. A construction permit is required for the installation of or modification to each access gate (including both manual and automatic gates) obstructing a fire apparatus access road. See Chapter 5

105.7.16 Emergency responder radio coverage system. A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment regulated by Chapter 5 and Appendix J. A construction permit shall be issued prior to commencing the installation.

CD 105.7.17 Fire apparatus access road plan. A construction permit is required for the installation of or modification to a fire apparatus access road required for access to a protected premise. See Chapter 5 and Appendix C

CD 105.7.18 Fire Protection Report. A permit is required for the review and approval of a Fire Protection (Life Safety) Report. See Chapter 9.

CD 105.7.19 Proprietary(self) monitoring facilities. The *Fire code official* is authorized to require a construction permit for the installation of or modification to an onsite proprietary (self) monitoring facility. See Appendix K

105.7.20 Heliports, Helistops, and Emergency Landing pads. A construction permit is required for the installation of or modification to a heliport, helistop, and/or emergency landing pad. See Chapter 3 and NFPA 418

CD 105.7.21 Refrigeration systems. A construction permit is required for installation of a mechanical refrigeration system covered by Section 606.

105.7.22 Smoke Control System. A construction permit is required for the installation of or modification to a smoke control system. See Chapter 9

105.7.23 Smoke Removal System. A construction permit is required for the installation of or modification to a smoke removal system. See Chapter 9

CD 105.7.24 Water tanks A construction permit is required for the installation of or modification to a water tank used for supply of a fire protection system. See Chapter 9 and NFPA 22.

> **Exception:** Permits are not required for installation of tanks controlled by a water purveyor governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise.

108

SECTION 108

BOARD OF APPEALS

108.1 Board of appeals, established. In order to hear and decide appeals of orders, decisions or determinations made by the *fire code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The *fire code official* shall be an ex officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *fire code official*.

108.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

108.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and are not employees of the jurisdiction.

111.4

111.4 Failure to comply. Any person who shall continue any work after being served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as determined by the authority having jurisdiction. ~~of not less than ( ) dollars or more than ( ) dollars.~~

201.3

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the ~~International Building Code, International Fuel Gas Code, International Mechanical Code or International Plumbing Code, or~~ other codes adopted by this jurisdiction, such terms shall have the meanings ascribed to them as in those codes.

202

FALSE ALARM is the activation or reporting of an alarm for which no such alarm condition, fire or emergency actually exists. Additionally, False Alarm is the willful and knowing initiating or transmission of a signal, message or other notification of an event of fire when no such danger exists.

SMOKE CONTROL, DEDICATED SYSTEMS. Dedicated smoke-control systems are intended for the purpose of smoke control only. They are separate systems of air moving and distribution equipment that do not function under normal building operating conditions. Upon activation, these systems operate specifically to perform the smoke-control function.

SMOKE CONTROL, NON-DEDICATED SYSTEMS. Non-dedicated systems are those that share components with some other system(s) such as the building HVAC system. Activation causes the system to change its mode of operation to achieve the smoke-control objectives.

202

Group I-4, day care facilities. This group shall include buildings and structures occupied by persons of any age who receive custodial care for less than 24 hours by individuals other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. A facility such as the above with ~~five~~ six or fewer persons shall be classified as a Group R-3 or shall comply with the *International Residential Code* in accordance with Section 101.2 of the *International Building Code*. Places of worship during religious functions are not included.

Adult care facility. A facility that provides accommodations for less than 24 hours for more than five unrelated adults and provides supervision and personal care services shall be classified as Group I-4.

> **Exception:** Where the occupants are capable of responding to an emergency situation without physical assistance from the staff, the facility shall be classified as Group R-3.

Child care facility. A facility that provides supervision and personal care on less than a 24-hour basis for more than ~~five~~ six children 2½ years of age or less shall be classified as a Group I-4.

> **Exception:** A child day care facility that provides care for more than ~~five~~ six but no more than 100 children 2½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these childe care rooms has an exit door directly to the exterior, shall be classified as Group E.

Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *International Residential Code* in accordance with Section 101.2 of the *International Building Code*. Residential occupancies shall include the following:

R-1 Residential occupancies containing sleeping units where the occupants are primarily transient in nature, including:

Boarding houses (transient)

Hotels (transient)

Motels (transient)

Congregate living facilities (transient) with 10 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-2 Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, including:

Apartment houses

Boarding houses (nontransient)

Condominiums (nontransient)

Convents

Dormitories

Fraternities and sororities

Hotels (nontransient)

Live/work units

Monasteries

Motels (nontransient)

Vacation timeshare properties

Congregate living facilities with 16 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*.

Adult care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours.

Child care facilities that provide accommodations for ~~five~~ six or fewer persons of any age for less than 24 hours.

Congregate living facilities with 16 or fewer persons.

Adult care and child care facilities that are within a single-family home are permitted to comply with the *International Residential Code*.

R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living facilities including more than five but not more than 16 occupants, excluding staff.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code or shall comply with the International Residential Code, provided the building is protected by an automatic sprinkler system installed in accordance with Section 903.2.8.

The following summarizes how the various Southern Nevada jurisdictions license home day cares:

Clark County

In accordance with Title 6, Chapter 6.16, Section 20 of the Clark County Code, the Clark County Department of Business License categorizes home-based child care facilities for business licensing and regulatory purposes into one of two categories:

(1) A "family child care home" is any family dwelling in which the licensee regularly provides care, without the presence of parents, for one but not more than six children.

(2) A "group child care home" is a facility in which the licensee regularly provides care for at least seven but not more than twelve children. The increase number of children allowed in a group child care home is contingent upon a minimum of two caretakers working at all times. These definitions are similar to the definitions used in NAC/NRS 432A. As such, Clark County is consistent with the Nevada Bureau of Services for Child Care in that a “family home” (State term) or “family child care home” (County term) is licensed for a maximum of six (6) children.

Henderson

According to the Business License Division of the City of Henderson's Finance Department, the City of Henderson has elected to not license child care facilities. In accordance with NRS 432A.131, when a city or county does not establish its own agency for the licensing of child care facilities, then licensing of all such facilities in that city or county is the jurisdiction of the Nevada Bureau of Services for Child Care. Therefore, all home day care facilities in Henderson are licensed by the Nevada Bureau of Services for Child Care and are subject to the requirements of NAC/NRS 432A, which means home day cares in Henderson are licensed for up to six (6) children.

Las Vegas

According to Title 6, Chapter 6.24.005 of the City of Las Vegas Code, the City will no longer license or regulate child care facilities, effective May 9, 2009. As of May 9, 2009, all child care facilities in the City of Las Vegas will be licensed and regulated directly by the Nevada Bureau of Services for Child Care in accordance with NAC/NRS 432A. Therefore, all home day cares in the City of Las Vegas will now be licensed by the State for a maximum of six (6) children.

North Las Vegas

According to Title 5, Chapter 5.14.010 of the City of North Las Vegas' Code, the City limits "family day care homes" to a maximum of four (4) children twelve (12) years of age or younger, and limits "day nurseries" to the care of at least five (5) but not more than ten (10) children under the age of sixteen (16). As such, the City of North Las Vegas has more restrictive limitations on home day cares than the IBC or the Nevada Bureau of Services for Child Care.

Mesquite

According to the City of Mesquite Code, the City will license a childcare facility only after it has obtained the required license from the Nevada Bureau of Services for Child Care. Therefore, all home day cares in the City of Mesquite are licensed for up to six (6) children in accordance with NAC/NRS 432A. [Note: Maria Trujillo from the City of Mesquite indicated that they currently only have one licensed day care provider in the city.]

Boulder City

According to the Boulder City Business Licensing Department, the City of Boulder City does not currently have the regulatory or inspection staff to support oversight of licensing for child care facilities. Therefore, the City of Boulder City has elected to not license child care facilities. In accordance with NRS 432A.131, when a city or county does not establish its own agency for the licensing of child care facilities, then licensing of all such facilities in that city or county is the jurisdiction of the Nevada Bureau of Services for Child Care. Therefore, all home day care facilities in Boulder City are licensed by the Nevada Bureau of Services for Child Care and are subject to the requirements of NAC/NRS 432A, which means home day cares in Boulder City are licensed for up to six (6) children in accordance with NAC/NRS 432A.

Pahrump

According to the City of Pahrump's web-site, the City will license a childcare facility only after it has obtained the required license from the Nevada Bureau of Services for Child Care. Therefore, all home day cares in the City of Pahrump are licensed for up to six (6) children in accordance with NAC/NRS 432A.

Summary

This proposal will benefit the jurisdictions in Southern Nevada by eliminating a conflict between the NAC/NRS and the 2009 IBC. If approved, this proposal would allow home day cares that provide care for a maximum of six (6) children to have a business license issued by the State and/or the local jurisdiction without requiring the caretaker's home to comply with the 2009 IBC, whether as a Group I-4 or R-3 occupancy. Instead, the caretaker's home would be permitted to comply with the 2009 IRC.

Please note that this proposal only addresses home day cares that provide service for a maximum of six (6) children. Those home day cares that provide care for more than six children would still be required to comply with the IBC requirements for a Group I-4 occupancy.

307.4.1

307.4.1 Bonfires. ~~A bonfire shall not be conducted within 50 feet (15240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15240) of a structure shall be eliminated prior to ignition.~~

Bonfires are prohibited.

307.4.4

307.4.4 Commercial Barbecue. Barbecue pits used for commercial cooking operations in buildings shall be constructed as commercial food heat-processing equipment in accordance with the Mechanical Code. See also Section 904. Barbecue pits in outdoor locations shall be constructed of concrete or approved noncombustible materials and shall not be located within 10 feet (3048 mm) of combustible walls or roofs or other combustible material.

311.2.2

311.2.2 **Fire protection.** ~~Fire alarm, s~~ Sprinkler and standpipe systems, including monitoring, shall be maintained in an operable condition at all times. The following exceptions may be used after obtaining approval from the *fire code official.*

Exceptions:

1. When the premises have been cleared of all combustible materials and debris and in the opinion of the *fire code official*, the type of construction, fire separation distance and security of the premises do not create a fire hazard.
2. Where the buildings will not be heated and fire protection systems will be exposed to freezing temperatures, fire alarm and sprinkler systems are permitted to be placed out of service and standpipes and permitted to be maintained as dry systems (without an automatic water supply) provided the buildings has no contents or storage, and windows, doors and other openings are secured to prohibit entry by unauthorized persons.

314.3

314.3 **Highly combustible goods.** The display of highly combustible goods, including but not limited to fireworks, flammable or combustible liquids, liquefied flammable gases, oxidizing materials, pyroxylin, plastics and

agricultural goods in main exit access aisles, corridors covered malls, or within 5 feet (1524 mm) of entrances to exits and exterior exit doors is prohibited ~~when a fire involving such goods would rapidly prevent or obstruct egress.~~

318.1

SECTION 318

EXHIBITIONS AND TRADE SHOWS

318.1 General. Indoor Exposition and Trade Show Facilities are addressed in this section. These include, but are not limited to exhibition halls, convention general sessions, association meetings, product convention showrooms; trade shows with or without booths, and political conventions that constitute temporary assembly uses. An operational permit shall be obtained in accordance with Section 105.6.

318.2

318.2 Exhibits (Booths). Exhibits (booths) shall comply with 318.2.1 through 318.2.5.

318.2.1 Automatic Sprinklers

318.2.1.1 Single-level exhibit booths exceeding 1,000 sq. ft. (93 sq. m.) and covered with a ceiling shall be protected by automatic fire sprinklers installed within the booth.

318.2.1.2 Each level of multi-level exhibit booths shall be protected by an automatic fire sprinkler system installed within the booth where the accessible floor area of the upper walking level(s) is greater than 300 sq ft. (27.9 sq. m).

318.2.1.3 The water supply and piping for the fire sprinkler protection for exhibit booths shall be an approved temporary means provided by an existing standpipe system or an existing fire sprinkler system.

318.2.1.4 Hydraulic calculations shall be provided to the Authority Having Jurisdiction when the sprinklers required by Section 318.2.1.1 and 318.2.1.2 are supplied by the standpipe system or in a hydraulically most remote location as defined by the currently adopted edition of Standard for the Installation of Sprinklers, NFPA 13.

318.2.2 Horizontal Separation between Booths. A single exhibit (booth) or group of exhibits (booths) that do not require fire sprinklers shall be separated by a distance of not less than 8 ft. (2.4 m) where the aggregate ceiling exceeds 1000 sq. ft. (93 sq. m.).

318.2.3 Travel Distance within Booths. The travel distance within the exhibit booth or exhibit enclosure to an exit access aisle shall not exceed 50 ft. (15 m).

318.2.4 Means of Egress from Booths. The upper deck of multi-level exhibit booths exceeding 300 sq. ft. (28 sq. m.) shall have not less than two remote means of egress.

318.2.5 Construction Materials. Exhibit booths shall be constructed using any of the following:

(1) Noncombustible materials

(2) Wood exceeding ¼ in. (6.3 mm) nominal thickness

(3) Wood that is pressure-treated, fire-retardant wood meeting the requirements of NFPA 703, *Standard for Fire Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials.*

(4) Flame-retardant materials complying with NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*

(5) Textile wall coverings, such as carpeting and similar products used in wall or ceiling finishes complying with Section 803.5.1 of the IFC.

(6) Plastics limited to a Class A flame spread index.

(7) Foamed plastics and materials containing foamed plastics complying with Section 807.4.2.1 of the IFC.

(8) Cardboard, honeycombed paper, and other combustible materials having a heat release rate for any single fuel package that does not exceed 150 kW where tested in accordance with UL 1975, *Standard for Fire Tests for Foamed Plastics Used for Decorative Purposes*.

(9) Alternate materials as approved by the fire code official.

318.3

318.3 Decorative Curtains, and Textiles

318.3.1 Curtains, drapes, and textiles used in temporary exhibitions and trade shows shall comply with Section 318, and shall not be required to comply with Section 807 Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2. Compliance shall be indicated by a tag affixed to each curtain, drape, or textile. The tag shall be affixed by the owner of the material after gaining assurance that the material is inherently flame retardant, provided with current flame retardant treatment, or otherwise is compliant with NFPA 701. The tag shall indicate the name of the owner of the material and a statement indicating compliance with the Fire Code. The fire code official is authorized to conduct field test in accordance with the current edition of NFPA 705, *Recommended Practice for a Field Flame Test of Textiles and Films*, on any curtain, drape or textile installed.

318.3.2 Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2.

Exception: Free-standing partitions situated in a manner to permit the minimum required egress width to one or both sides of the partition shall be permitted. The paths of egress provided around the partition shall be marked by exit signs complying with Chapter 10.

318.3.3 Curtains, drapes or textiles shall not be installed to cover exit signs, means of egress components, sprinklers, strobes, horn-strobes, standpipe outlets, hose cabinets, fire extinguishers, or any other fire protection equipment.

318.3.4 Ceiling suspended curtains drapes and textiles in exhibition spaces are to have a minimum of 18 inches of clear space between the top of the material and the sprinkler deflector.

Exception: Clearance between the ceiling and the top of the curtain, drape or textile is not required when the curtain, drape, or textile is within 6 inches of a full-height wall.

318.3.5 The amount of temporary ceiling hung curtains, drapes or textiles in exhibition spaces equipped throughout with automatic sprinklers shall not be limited and shall comply with 318.3.1 through 318.3.3.

318.4

318.4 Demonstration cooking and food warming in exhibition spaces shall comply with the following:

1. All cooking appliances shall be listed or approved by a nationally recognized testing agency.
2. All cooking equipment is to be operated according to the manufacturers' recommendations and operating instructions. Equipment recommended for outdoor use shall not be used indoors.
3. All cooking equipment (deep fat fryers and woks) operations using combustible oils shall meet all of the following criteria:
    a. Metal lids sized to cover the horizontal cooking surface are to be provided.
    b. The cooking surface is limited to 288 sq in (two sq ft).
    c. Cooking equipment exceeding 288 sq in aggregate surface area shall be provided with an automatic extinguishing system installed according to NFPA 17A.
    d. Cooking equipment exceeding 288 sq in shall be provided with a mechanical exhaust system in accordance with the mechanical code.
    e. The fryer is to be separated from all other equipment by a distance not less than 24 in.
    f. These cooking displays must be separated from all other combustibles by a distance not less than 10 ft.
    g. The volume of cooking oil per appliance is not to exceed 3 gal.
    h. The volume of cooking oil per booth is not to exceed 8 gal.
    i. Deep fat fryers shall be electrically powered and have a shut-off switch.
4. Class-K fire extinguishers shall be provided within 30-ft of each cooking operation in accordance with 904.11.5.
5. Solid fuel cooking equipment shall be protected in accordance with the mechanical code.
6. LP-gas used for displays and demonstrations shall be in accordance with section 3803.2.1.5.

318.5

318.5 Plans. Plans for the exhibition or trade show shall be submitted to the authority having jurisdiction for approval, along with application for an operational permit, prior to setting up any exhibit. The plans shall show all pertinent details of the proposed exposition which shall include the following as applicable:

1. Overall floor plan (either drawn to scale or dimensioned properly)
2. Egress analysis showing conformance with chapter 10 of the IFC
3. Seating arrangements and/or table and chair configurations
4. Locations of all exhibits (booths, aisles and exits)
5. Locations of temporary walls, partitions, or curtains
6. Lobby and registration area usage
7. Location of temporary platforms (along with any intended use beneath the platform)
8. Location of fire protection equipment (e.g. extinguishers, fire alarm devices, hose cabinets, etc.)
9. Temporary fire protection equipment to be installed (note: This requires a separate installation permit)

10 Copy of excerpt from show management information guide serving notice that all exhibits shall comply with applicable codes and shall have all necessary Fire Code permits.

319

SECTION 319

WOOD AND PLASTIC PALLET STORAGE AND REHABILITATION

Section 319: Wood and Plastic Pallet Storage and Rehabilitation

319.1 General. New and existing facilities with either storage or rehabilitation of pallets shall be in accordance with Sections 319.1 thru 319.6.3 and Section 1903.

319.2 Permits. An operational permit is required for new and existing facilities which store more than fifty (50) idle pallets on site, either inside or outside of a building. For a commercial pallet yard, a site plan demonstrating compliance with Section 319 shall be submitted for review and approval prior to issuance of the operational permit.

319.3 Fire Flow. The minimum required fire flow in pallet storage yards shall not be less than 2,000 gpm (7571 L/m). For storage yards with stable piles greater that 6,200 sq. ft. (576 m^2) the required fire flow will follow the requirements of Appendix B, Table B105.1 for Type V-B construction. Pallet storage yards shall not exceed the available fire hydrant flow and spacing.

319.4 Fire Hydrants. Fire hydrants required for fire flow purposes for pallet storage array(s) shall be provided within three hundred (300) feet (152.4m) of hose lay to all pallets.

319.5 Fire Department Access. Fire apparatus access roads in accordance with Section 503 shall be located within one hundred fifty (150) feet (45,720mm) of all portions of the pallet storage array(s). Permanent delineation of on-site fire apparatus access roads shall be provided as required by the *fire code official*.

319.6 Idle Pallet Storage

319.6.1 Exterior storage and storage arrays at commercial pallet yards. Exterior pallet storage arrays shall comply with all of the following:

1. Stacks shall not exceed a height of fifteen (15) ft. (4.57 m) or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
2. Stacks shall be no closer than eight (8) ft. (2.44 m) to any property line or a distance equal to the stack height, whichever is greater.
3. Stacks shall be no closer than eight (8) ft. (2.44 m) to any other on-site storage.
4. Stacks shall be no closer than fifteen (15) ft. (4.57 m) to any on-site structure.
5. Stacks shall be arranged to form stable piles.
6. Piles shall not contain more than six thousand (6,000) cu. ft. (170 m^3) of pallets.
7. Piles shall be separated by a minimum distance of eight (8) ft. (2.44 m).
8. Piles shall be arranged in a grid system to form pallet storage arrays with a maximum dimension of fifty (50) ft. by fifty (50) ft. (15.25 m by 15.25 m).
9. Pallet storage arrays shall be separated by a minimum distance of twenty four (24) ft. (7.32 m).

319.6.2 Exterior storage at other occupancies (not a commercial pallet yard). Exterior pallet storage (for up to a maximum of 200 pallets) shall comply with all of the following:

1. Stacks shall not exceed a height of fifteen (15) ft. (4.57 m) or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
2. Stacks shall be no closer than eight (8) ft. (2.44 m) to any property line or a distance equal to the stack height, whichever is greater.

3. Stacks shall be no closer than eight (8) ft. (2.44 m) to any other on-site storage.
4. Stacks shall be no closer than fifteen (15) ft. (4.57 m) to any on-site structure. In order for stacks to be closer than fifteen (15) ft. to an on-site structure, they shall maintain minimum clearances based on the quantity of pallets and the level of protection provided by the building construction as follows:
   a. 50 pallets or less adjacent to a masonry building with no openings within twenty (20) ft. (6 m) of the pallets, or a masonry building with protected openings and outside automatic sprinklers is zero (0) ft. (0 m).
   b. 51 to 200 pallets adjacent to a masonry building with no openings within twenty (20) ft. (6 m) of the pallets, or a masonry building with protected openings and outside automatic sprinklers is eight (8) ft. (2.44 m).
   c. 50 pallets or less adjacent to a fully sprinklered wood or metal building is eight (8) ft. (2.44 m).
   d. 51 to 200 pallets adjacent to a fully sprinklered wood or metal building with outside automatic sprinklers is eight (8) ft. (2.44 m).
5. Stacks located less than fifteen (15) ft. (4.57 m) from an exterior building wall shall not exceed a height equal to thirty (30) inches below the roof line elevation, or fifteen (15) ft. (4.57 m), or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
6. Stacks shall be arranged to form stable piles.

319.6.3 Interior storage. Interior storage of more than 12 pallets shall be in accordance with NFPA 13 Section 12.12, Protection of Idle Pallets and IFC Chapter 23, High-Piled Combustible Storage.

320

SECTION 320

SPECIAL ACTIVITY LOTS

320.1 General. Special activity lots, including Christmas tree lots, pumpkin patches, hay ride lots, and other similar lots, shall comply with this section.

320.2 Permit required. An operational permit shall be obtained prior to commencing special activity lot operations. See Chapter 1.

320.3 Other required permits. Other activities that support the special activity lot, such as a tent, a fuel tank for generators, an amusement building, or any other associated activity, shall have separate permits prior to commencing those other activities. See Chapter 1.

320.4 Arrangement of combustibles. Combustibles, such as Christmas trees, hay bales, and other combustible materials associated with the special activity, shall be arranged on the lot in a manner to mitigate the impact of fire, and shall be arranged in accordance with this section

320.4.1 Access from fire apparatus access roads. Fire apparatus access roads shall be provided within 150 feet of all portions of the special activity lot, as measured along normal paths of travel.

320.4.2 Clearance from fire apparatus access roads. All combustible materials shall be a minimum of ten (10) feet away from fire apparatus access roads.

320.4.3 Clearance from property lines upon which buildings may be built. All combustible materials shall be a minimum of twenty (20) feet from property lines for property where buildings are or are permitted to be built.

320.4.4 Clearance from fuel dispensers. All combustible materials shall be a minimum of 50 feet away from any fuel dispenser.

320.4.5 Clearance from buildings, building exits, and building exit discharges to the public way. All combustible materials shall be a minimum of ten (10) feet from any building, building exit, and the path of discharge between the building exit and the public way.

320.4.6 Aisles between materials. Aisles having a minimum width of five (5) feet shall be provided between areas containing materials. Sufficient aisles shall be provided such that the area of material storage does not exceed 150 feet in length and 50 feet in width.

320.5 Wiring and lighting. All wiring and lighting shall be listed for outside use, be of proper size and type, and be protected against physical damage. Electrical extension cords with multiple electrical outlets cannot be used unless specifically listed for outdoor use.

320.6 Fire Protection. Fire protection features, such as fire extinguishers and water supply, shall be provided for special activity lots as required by this section.

320.6.1 Fire extinguisher. A minimum two 2 ½ gallon water-type fire extinguisher shall be provided at an approved location for protection against incipient fires.

320.6.2 Water supply. The special activity lot shall be located within 300 feet of a fire hydrant.

320.6.3 Smoking prohibited. Smoking is prohibited on special activity lots. "NO SMOKING" signs with 2-inch high letters on a contrasting background shall be posted at entrances to the special activity lot and to each aisle.

320.6.4 Open burning prohibited. Open burning, such as a campfire, is prohibited on special activity lots.

320.7 Egress. Egress shall be provided as required by this code.

321

SECTION 321

MOTION PICTURE AND TELEVISION PRODUCTION STUDIO, SOUND STAGES, PRODUCTION FACILITIES, AND PRODUCTION LOCATIONS

321.1 General. The design, construction, operation, and maintenance of permanent and temporary soundstages, production facilities, as well as use of production locations, used in motion picture and television industry productions shall comply with NFPA 140 – *Motion Picture and Television Production Studio, Sound Stages, Production Facilities, and Production Locations*, and this section.

321.2 Permits. Permits shall be required as specified in this section and shall comply with Section 105.

EXCEPTIONS:

1. Minor production location operations when approved by the *fire code official.*
2. The filming or live broadcasts of news or sporting events.

321.2.1 Construction Permits. A construction permit shall be obtained prior to commencement of construction.

321.2.2 Operational Permits. An operational permit is required to operate a motion picture and television production studio, sound stage, production facility, or production location.

321.3 Other Permits. A separate permit(s) in accordance with Section 105 shall be obtained in conjunction with an operational permit.

321.4 Housekeeping. All Studios, Sound Stages, Production Facilities and Locations shall maintain proper housekeeping in accordance with this code.

321.5 Fire Department Standby. At the discretion of the *fire code official*, due to the use of pyrotechnics or other hazards, fire department personal and apparatus may be required to standby. Fees associated with fire department standby shall be the responsibility of the applicant. The *fire code official* may require fees to be placed in escrow.

321.6 Temporary Production Locations

321.6.1 General. Production Locations shall meet the requirements of this code except as otherwise specified in this section.

321.6.2 Interior Sets or Stages. Interior sets or stages are only permitted to be constructed in sprinklered buildings.

321.6.3 Sprinkler Obstructions. Where Interior sets and stages cause sprinkler obstructions exceeding 600 ft^2 (557m^2) in area, such obstructions shall be protected in accordance with NFPA 13.

EXCEPTIONS:

1. Where the building is protected with a sprinkler system meeting the design criteria for Extra Hazard, Group 2, obstructions shall not be required to be protected.
2. Where the building is protected by an automatic sprinkler system failing to meet the minimum sprinkler design requirements of NFPA 140, obstructions shall be protected by heat detectors installed in accordance with requirements of this section.

321.7 Electrical. The existing building's electrical system shall not be used to supplement lighting and power systems used by the production company unless specifically approved and permitted by the *code official*.

321.7.1 Electrical power connections made to the site electrical service shall be made by a licensed electrician under an electrical permit.

321.7.2 Portable power cables shall be positioned to not obstruct egress.

321.7.3 Auxiliary power cables supplied from mobile generators or adjacent buildings shall not be permitted to be routed through fire-rated windows and doors.

321.8 Structural Loading. Sets, scenery, rigging, and other equipment shall not impact the structural integrity of existing buildings. Additional loads applied to the building shall require approval from the *code official*. At the request of the *code official*, an engineering analysis from a licensed structural engineer shall be provided.

321.9 Fire Department Access. Fire department access shall be maintained at all times in accordance with the fire code.

321.10 Heat Detectors. Where heat detectors are installed to mitigate sprinkler obstructions, the heat detector system shall be installed in accordance with this code except as otherwise specified in this section.

321.10.1 Fire Alarm Panels. Fire Alarm panels shall be utilized in accordance with their listing. Panels may be temporarily supported by sets, platforms, or pedestals, for temporary sets which will be erected for less than 180 days.

321.10.2 Notification. The fire alarm panel shall be connected to an approved listed central, proprietary, or remote station service, and a local alarm which will give an audible signal to a constantly attended location such as a security post.

321.10.3 Heat Detectors. Heat detectors required by this section shall be defined as a portable system as it is intended to be reinstalled when platforms or sets are changed, and after filming has been completed for the day. Heat detectors shall be secured to standard outlet boxes, which may by temporarily supported by sets, platforms, or pedestals.

321.10.4 Wiring. Wiring for temporary (less than 180 days) or portable fire alarm systems do not have to meet the requirements of NEC 300-1 as revised locally.

401.3.2

401.3.2 Alarm activations. Upon activation of a ~~fire alarm~~ water flow signal, employees or staff shall immediately notify the fire department.

Exception: For approved proprietary supervising station systems (self-monitoring systems), the fire department shall be notified as required by the *fire code official*.

401.9

401.9 Fines for false alarms and nuisance alarms. The *fire code official* is authorized to levy fines to the installer, maintenance company, owner or occupant of a building as follows. In the case of any two false or nuisance alarms, or combination thereof, within a consecutive thirty day period, the *fire code official* may issue warning notices to the owners or occupants of the building and to the alarm business or businesses responsible for the service, maintenance and monitoring of the system. This notice shall indicate that any additional false or nuisance alarms within a thirty day period will be subject to the penalties prescribed in this code.

503.1.1

503.1.1 Buildings and facilities. Approved fire apparatus roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or **903.3.1.3.**
2. Where the building is protected with an approved *automatic sprinkler system* in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. **For R-3 occupancies see Section 903.2.8.2.3.**
3. Where the building is protected with an approved **upgraded** automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this section, an upgraded sprinkler system shall be in accordance with the following table:

Minimum Code-Required System	**Upgraded System for 350 feet from fire apparatus lanes**
NFPA 13D	NFPA 13R (See Section 903.2.8.2.3)
NFPA 13R (Group R-1, R-2 Occupancies)	NFPA 13, Light Hazard
NFPA 13, Light Hazard	NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers
NFPA 13, Ordinary Hazard Group 1	NFPA 13, Ordinary Hazard Group 2
NFPA 13, Ordinary Hazard Group 2	NFPA 13, Extra Hazard Group 1
NFPA 13, Extra Hazard Group 1	NFPA 13, Extra Hazard Group 2
NFPA 13, Extra Hazard Group 2	As approved by the *fire code official*

4. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, shall be provided an approved automatic sprinkler system in addition to approved alternatives such as standpipes or secondary water supplies, and an approved alternative means of fire protection is provided.
5. The following structures are not required to meet the requirements of 503.1.1

   5.1 Detached gazebos and rotundas for residential and public uses.

   5.2 Independent buildings such as restrooms or snack shops 400 square feet of less that are associated with golf courses, parks and similar uses.

   5.3 Detached equipment or storage buildings for commercial use not exceeding 400 square feet. (37m²)

~~6. There are not more than two Group R-3 or Group U occupancies or single family dwellings built under the IRC.~~

503.2.1

Section 503.2.1 Dimensions

503.2.1 Dimensions. Fire apparatus access roads Serving Commercial developments and R-1 or R-2 occupancies shall have an unobstructed width of not less than 24 ~~20~~ feet (7315 mm) ~~(6096 mm)~~, exclusive of shoulders, except for approved access ~~security~~ gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). In locations where on-street parallel parking is utilized, such parking shall be not less than 8 ft wide.

503.2.1.1 Residential. R-3 type occupancies street width can be reduced to 24 ft (7.32m) wide if all buildings fronting the street are provided with an automatic sprinkler system installed in accordance with Section 903.2.8.2.3

Section 503.2.3 Surface

503.2.3 Surface. (CM) Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, with a minimum vehicle load of ~~18,000~~ 20,000 pounds per axle, and shall be surfaced and paved so as to provide all-weather driving capabilities.

> **Exception:** Temporary access roads serving only buildings under construction shall not be required to be paved, but shall comply with all other requirements of Section 503.2.3.

503.2.4

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall ~~be determined by the *fire code official*.~~ be no less than 28 feet inside turning radius and 52 feet outside turning radius.

503.2.7

503.2.7 Grade. The grade of the fire apparatus access road shall not exceed 12 percent ~~be within the limits established by the *fire code official* based on the fire department's apparatus~~.

503.2.8

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade for 25 feet (7.6 m) of approach/departure. ~~within the limits established by the *fire code official* based on the fire department's apparatus.~~

503.3

Section 503.3 Marking

503.3 Marking. ~~Where required by the *fire code official*, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present, with a suitable coat of industrial red enamel along the entire length of road where parking is prohibited. Each section of curb that is painted red shall also be marked by signage stating "NO PARKING FIRE LANE". Signs are to be installed no higher than 10 feet or less than 6 feet from the surface of the roadway. Signs shall be located at each end of painted curb, and additionally in between so that the maximum separation between signs is 100 feet, as measured along the centerline of the fire apparatus access road. See type "A" sign Appendix M.

In lieu of providing multiple signs for access roads serving only R-3 type occupancies A minimum of one (1) sign is provided at every entrance stating "ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED", *See type "B" sign Appendix M.* Required fire lanes shall be marked by painting the words "NO PARKING FIRE LANE", over the face of the red-painted curbs. The words on the curbs shall be painted in white letters not less than 4 inches in height with a brush stroke of not less then ¾ inch. The maximum separation between words shall be 50 feet, as measured along the centerline of the fire apparatus access lane. *See Type "C" sign Appendix M.*

503.4.1

503.4.1 Speed bumps and speed humps. Speed bumps and/or speed humps shall not be permitted within the required width of fire apparatus access roads.

> **Exception:** Speed humps are allowed on private fire apparatus access roads serving commercial and industrial buildings when approved by the *fire code official*. The location(s), the number permitted, and the design of the speed hump(s) shall meet the approval of the *fire code official*.

The *fire code official* is authorized to require the removal from any private property of any existing traffic management or calming device, including speed bumps, that do not meet the applicable criteria, and has been determined by the *fire code official* to unnecessarily hinder emergency apparatus response.

503.6

503.6 ~~Security~~ Access Gates. The installation of ~~security~~ access gates across a fire apparatus access road shall be approved by the fire ~~chief~~ *code official*. Where ~~security~~ access gates are installed, they shall have an approved means of emergency operation. The ~~security~~ access gates and the emergency operation shall be maintained

operational at all times. The minimum clear opening width shall be 20 feet. ~~Electric gate operations, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200.~~

503.6.1 Permit. A Fire Department installation permit is required to install a gate that obstructs a fire apparatus access road. A separate permit is required for each gated entrance.

503.6.2 General. Fire apparatus access roads that are secured by gates shall comply with the specifications of the Fire Department.

503.6.3 Electronically controlled gates. Electronically controlled gates shall be provided with an approved vehicle detector/receiver system in accordance with the rules and regulations specified by the Fire Department. Access gates shall be maintained operational at all times. When electronically controlled gates are out of service, they shall be secured in the open position until repairs are complete. Repairs shall be in accordance with original specifications.

Exception: When approved by the *fire code official*, electronically controlled gates that are manned on a 24-hour basis.

When required by the *fire code official*, the installing contractor or the owner of the property shall provide the Fire Department transmitter(s) or approved alternative without cost to the Fire Department.

The *fire code official* may provide transmitter(s), at no cost to the Fire Department, to local law enforcement agencies and/or an ambulance service for use in emergencies.

503.6.4 Existing facilities. All existing facilities with gates installed across access roads shall comply with Fire department guidelines. Non-complying gates shall be secured in the open position in a manner approved by the Fire Department.

> **Exception:** Gates securing sensitive facilities operated by a public utility governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise, shall not be required to be secured in the open position.

503.6.5 Plans and Specification. Three sets of plans and specifications for fire apparatus access road gates shall be submitted for review and approval prior to construction. Included in the submittal shall be the following information:

1. Site plan with north arrow, roadway and gate dimensions
2. Location of underground roadway detector loop, and green marker, if applicable
3. Manufacturers' specification sheets detailing the voltage, current, radio frequency, power cable and coding for the proposed system, if applicable
4. Contractor's statement of compatibility with existing installations
5. Detailed vicinity map.

503.6.6 Operational testing. An operational test shall be requested by the installing contractor and shall be conducted prior to placing the system into operation to establish that the final installation complies with this code, the specified design, and is functioning properly.

505.1

505.1 Address Numbers. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting

the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. ~~Numbers shall be a minimum of 4 inches (1002mm) high with a minimum stroke width of 0.5 inch (12.7mm)~~ Address identification shall be in compliance with the requirements of the *fire code official* and the ordinances of the jurisdiction. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole, or other sign or means shall be used to identify the structure.

505.3

505.3 Directory required. When multiple R-2 occupancy buildings are contained in a subdivision and where not all buildings have public street frontage, an approved permanent directory shall be provided at each entrance to the development from surrounding public streets.

507.1

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. The design and installation of both public and private fire hydrants shall be in accordance with this section, Appendix B, Appendix C, NFPA 24 (for private systems) and the Uniform Design And Construction Standards for Potable Water Systems (UDACS)(for public systems) .Unless otherwise approved by the fire code official, effluent reuse water is not an approved water supply

507.5.7

507.5.7 Painting and Markings. Hydrants and curbs shall be painted, and hydrant locations shall be marked, in accordance with this section.

507.5.7.1 Hydrant Painting. On-site private fire hydrants shall be painted with a suitable prime coat and not less than 2 coats of exterior industrial grade enamel, safety red in color.

507.5.7.2 Curb and Roadside Painting. The curb, or roadside where no curb is present, adjacent to a fire hydrant shall be painted to restrict parked cars from obstructing access to the fire hydrants. A coat of exterior industrial grade enamel, safety red in color, shall be applied for a minimum of 30 feet, 15 feet to each side of the hydrant, unless the curb or roadside is interrupted by a driveway, at which point the paint shall end at the driveway.

507.5.7.3 Lane Marking. Hydrant locations shall be marked by means of a blue colored reflective marker in the fire access lane. The marker shall be located in the center of a drive lane where parking is not anticipated, nearest to the hydrant.

Justification: This amendment is established to address committee concerns. The purpose of this amendment is to define paint and marking requirements for private on-site fire hydrants.

508.1.3

508.1.3 Size. The fire command center shall be a minimum of 0.015 percent of the total building area of the facility served or 200 square feet (19m^2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area, or 10 feet (3048 mm), whichever is greater

508.1.5

508.1.5 Required features. The *fire command* center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication control unit.
2. The fire department communication system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicator and controls for air distribution systems, including smoke removal systems where required by Section 403.4.6.
6. The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking stairway doors simultaneously.
8. Sprinkler valve and waterflow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. ~~Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, fire fighting equipment and fire department access and the location of fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions~~. Current, approved building plans including the Master Egress Plans, approved fire protection system shop drawings, approved Smoke Control Diagrams, the approved Fire Protection Report, fire/emergency preplans for the facility and manufacturers' operation manuals for all fire protection and life safety systems.
13. A new ~~W~~work table with a minimum size of three (3) feet by seven (7) feet capable of holding plans in an open position.
14. Generator supervision devices, manual start and transfer features.
15. Public address system, where specifically required by other sections of this code.
16. Elevator fire recall switch in accordance with ASME A17.1.
17. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.
18. An approved white board with a minimum size of three (3) feet by four (4) feet capable of easy erasure, with a marking device and an eraser attached.
19. Separate shunt trip switches for normal and emergency power.

510

SECTION 510

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM

510.1 Emergency responder radio coverage in buildings. All buildings shall have *approved* radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building. System design shall be in accordance with this section and Appendix J. This section shall not require improvement of the existing public safety communication systems outside the building.

Exceptions:

~~1. Where *approved* by the building official and the *fire code official*, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained in lieu of an *approved* radio coverage system.~~

1. ~~2.~~ Where it is determined by the *fire code official* that the radio coverage system is not needed.

2. Group R-3 Occupancies and single-family dwellings built under the IRC.

510.1.1 Permits. Permits shall be required as set forth in Section 105.6 and 105.7.

510.1.2 Emergency responder radio coverage system in new buildings. An emergency responder radio coverage system shall be provided throughout buildings when any of the following apply:

1. **High-rise buildings**. Buildings with a floor used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access.
2. **Underground and below grade buildings**. Buildings having a floor level below the finished floor of the lowest level of exit discharge of any level.

The *fire code official* is authorized to require a technical opinion and report, in accordance with Section 104.7.2, for buildings whose design, due to size, construction type, or other factors, could impede radio coverage as required by Section 510.2. The report shall make a recommendation regarding the need for an emergency responder radio coverage system.

510.2 Radio signal strength. The building shall be considered to have acceptable emergency responder radio coverage when signal strength measurements in 95 percent of all areas on each floor of the building and in 100 percent of critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, mechanical penthouses, elevator machine rooms, and other areas deemed critical by the *fire code official*, meet the signal strength requirements of Sections 510.2.1 and 510.2.2.

510.2.1 Minimum signal strength into the building. A minimum signal strength of -95 dBm with a DAQ of 3.5 or better, from the emergency responder site for the radio associated to that radio system shall be receivable within the building.

510.2.2 Minimum signal strength out of the building. A minimum signal strength of -100 dBm with a DAQ of 3.5 or better shall be received by the ~~agency's~~ emergency responder's radio system when transmitted from an *approved* portable radio with a maximum of 3 watts of strength within the building.

510.3 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building shall be equipped with such coverage as required by this section and Appendix J ~~according to one of the following:~~

~~1. Wherever existing wired communication system cannot be repaired or is being replaced, or where not *approved* in accordance with Section 510.1, Exception 1.~~

~~2. Within a time frame established by the adopting authority.~~

~~Exception: Where a building is provided with an existing wired communication system that can be expanded to cover areas lacking radio coverage in accordance with Section 510.2~~

603.1.4 The grade of fuel oil used in a burner shall be that for which the burner is approved and as stipulated by the burner manufacturer. Oil containing gasoline shall not be used. Waste crankcase oil shall be an acceptable fuel in Group F, M and S occupancies, when utilized in equipment listed for use with waste oil and when such equipment is installed in accordance with the manufacturer's instructions and the terms of its listing. For the purposes of this section, the definition of Fuel Oil does not include fuels such as diesel that are intended for use in reciprocating internal combustion engines.

606.1

606.1 Scope. Refrigeration systems shall be installed in accordance with the ~~*International*~~ *Uniform Mechanical Code*. Systems where the potential concentration of refrigerant/room volume exceeds the factors listed in Table 11-1 of the Uniform Mechanical Code shall be in accordance with this section.

606.5

606.5 Access. Refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group of refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be accessible to the fire department at all times as required by the *fire code official*.

606.6

606.6 Testing of Equipment. Refrigeration equipment and systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be subject to periodic testing in accordance with section 606.6.1. A written record of required testing shall be maintained on the premises. Tests of emergency devices or systems required by this chapter shall be conducted by persons trained and qualified in refrigeration systems.

606.7

606.7 Emergency Signs. Refrigeration units or systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be provided with *approved* emergency signs, charts, and labels in accordance with NFPA 704. Hazard signs shall be in accordance with the *International Mechanical Code* for the classification of refrigerants listed herein.

606.11

606.11 Storage, use and handling. Flammable and combustible materials shall not be stored in machinery rooms for refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the

Uniform Mechanical Code. Storage use or handling of extra refrigerant of refrigerant oils shall be as required by Chapters 27, 30, 32 and 34.

Exception: This provision shall not apply to spare parts, tools and incidental materials necessary for the safe and proper operation and maintenance of the system.

607.1

607.1 Emergency operation. Existing elevators with a travel distance of 25 feet (7620 mm) or more shall comply with the requirements in Chapter 46. New elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1. No building security, access control or similar system, shall disable or override any new or existing Phase II emergency operations, preventing access to all levels.

607.4

607.4 Elevator Keys. Keys for the elevator car doors and fire-fighter service keys shall be kept in an *approved* location for immediate use by the fire department.

607.4.1 All new and existing elevator car and panel key switches for elevators serving floors 8 and more stories above grade that are equipped with phase II operation are to be a standard 3502 elevator key, as required by the fire code official.

609.3.5

609.3.5 Access Panel Coordination. Ducts shall be provided with access panels to facilitate cleaning of automatic sprinklers, installed within the duct. Access panels shall be in accordance with the Uniform Mechanical Code.

609.3.6

609.3.6 Automatic Sprinkler Location. When automatic sprinkler protection is required, automatic sprinkler head locations shall be coordinated with access panels required by the *Uniform Mechanical Code* such that automatic sprinkler heads are within 3 feet of an access panel.

806.1.1

806.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, B, E, F, H, I-1, I-2, I-3, I-4, M, R-1, R-2, ~~and~~ R-4, and S occupancies.

Exception~~s~~:

1. ~~Tress located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 shall not be prohibited in Group A,E,M, R-1, and R-2.~~
2. ~~-~~Trees shall be allowed within dwelling units in Group R-2 occupancies~~.~~

807.4.1

807.4.1 General. All of the following requirements shall apply to all Group A and E occupancies and Group I-4 day care facilities regulated by Sections 807.4.2 through 807.4.4:

1. Explosive or highly flammable materials. Furnishings or decorative materials of an explosive or highly flammable character shall not be used.
2. Fire-retardant coatings. Fire-retardant coatings in existing buildings shall be maintained so as to retain the effectiveness of the treatment under service conditions encountered in actual use.
3. Obstruction. Furnishings, draperies, hanging fabrics or other objects shall not be placed to obstruct exits, access thereto, egress therefrom or visibility thereof, and shall not obstruct fire protection and fire alarm devices and equipment, and shall not restrict the proper operation of such devices.

901.2.2

901.2.2 Fire Protection Reports. All high-rise, covered mall, and atrium buildings, in addition to other complex or major facilities as determined by the *fire code official*, shall have a Fire Protection Report submitted and approved prior to construction, demolition, or significant work stoppage. Fire protection reports shall be prepared by an architect or professional engineer working in their area of expertise.

901.2.2.1 Building Fire Protection Reports. Building fire protection reports shall describe the building uses, construction and life safety features of the entire building.

901.2.2.2 Tenant Improvement and Remodel Fire Protection Reports. A Fire Protection Report shall be submitted when any one of the following occurs within a building that would normally require or has a previously approved Fire Protection Report.

1. The area of remodel occurs over a floor area exceeding 20,000 square feet.
2. The area of remodel is an assembly occupancy with an occupant load that exceeds 1,000 persons.
3. The area of remodel occurs within spaces dedicated to or affecting emergency personnel response areas, such as exit enclosures, elevators, elevator lobbies, fire command centers, secondary response points, fire riser rooms, and the fire pump room.
4. The remodel area requires specific engineered fire suppression and/or alarm systems that will require an alternate means of system design that is not supported by adopted NFPA codes.
5. The remodel area includes clean agent suppression systems, new or existing.
6. The remodel includes kitchen exhaust systems that are used for smoke control and thereby requiring coordination of exhaust fan functioning.
7. The remodel area contains hazardous materials storage and/or use areas.
8. The remodel area includes high-piled storage.
9. The remodel area includes delayed egress systems that require interconnection with fire protection systems.
10. The remodel area modifies an existing smoke control system.

901.2.2.3 Alternate materials and methods report. An Alternate Materials and Methods Request shall be submitted when any of the following items are involved.

1. All instances where active fire protection features are offered as a mitigation in support of an alternative solution.
2. All requests relating to or referencing the International Fire Code or NFPA codes adopted within the International Fire Code.
3. All requests that involve alternate installation requirements of any active fire protection system governed by either the International Fire Code or Chapter 9 of the International Building Code, such as: automatic sprinkler systems, alternative automatic fire extinguishing systems, standpipe systems, fire alarm and detection systems, emergency alarm systems, fire department connections and smoke control graphic annunciator panels. Additionally, requests involving the modification of the following

items shall be submitted to the *fire code official*: smoke and heat vents, fire command centers, thin combustible ceilings, hazardous materials, and alternate hardware when it may affect entry into a building by emergency responders.

901.2.2.4 Temporary Certificate of Occupancy (TCO) Fire Protection Report. When a temporary certificate of occupancy (TCO) is requested in a building that required a fire protection report prior to construction, the *fire code official* is authorized to require a fire protection report describing the uses to be occupied, the completed construction features, and the status of life safety systems, be submitted and approved prior to approval of the TCO request.

901.2.3

901.2.3 Plans Complete plans and specification for fire protection systems shall be submitted to the *Fire code official* for review and be approved prior to system installation. Approved plans shall be kept readily available on the job site.

The licensee (contractors Master or Qualified Employee) information shall be on submittals as per Nevada Administrative Code, Nevada Revised Statutes, and the Nevada Blue Book.

A designer of fire sprinkler and alarm systems shall hold a minimum Level II certification in their respective discipline from the National Institute for Certification in Engineering Technologies (NICET) or an equivalent certification (e.g., plans and calculations prepared by a Nevada Registered Professional Engineer working in their area of expertise). On and after July 1, 2012, a designer of fire sprinkler and alarm systems shall hold a minimum Level III certification in their respective discipline from NICET or an equivalent certification.

Starting on January 1, 2012, a designer of special hazard suppression systems shall hold a minimum Level II certification from NICET in that discipline, or an equivalent certification. On and after July 1, 2017, a designer of special hazard fire protection systems shall hold a minimum Level III certification from NICET in that discipline, or an equivalent certification

Submittals shall include the designer's printed name, certificate number, and wet signature on each plan sheet, and on the cover of each calculation and specification submittal book.

901.6

901.6 Inspection, testing and maintenance. *Fire protection systems* including fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required *fire protection systems*, and equipment shall be inspected, tested and maintained or decommissioned ~~removed.~~ *Fire protection systems* installed as a required system under a previously adopted code shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Decommissioning non-required *fire protection systems and fire protection systems* installed as a required system under a previously adopted code requires the *approval* of the *fire code official.* When required, a decommissioning report and/or plans prepared by an *approved* design professional shall be submitted to the *fire code official.*

901.6.2

901.6.2 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the *fire code official* upon request.

All fire protection systems and equipment shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshals' Regulations. The contractor shall also provide proof of a license to do business within the fire code official's area. A maintenance contract from a licensed company is required. A copy of the maintenance contract shall be provided at time of final inspection.

Inspection reports shall be kept on-site and shall be readily available to the inspection authority. A copy of said inspection shall be mailed within 48 hours, to the fire code official only when the owner or occupant has been notified of a discrepancy(s) and fails to correct the discrepancy(s) within 30 days. Where systems are out of service due to the discrepancy(s), compliance with Section 901.7 is required.

Prior to service or testing of any equipment, the Fire Dispatch Center shall be notified by the contractor of the location of the test and the approximate time that the equipment will be inoperable. Upon the completion of the test and inspection, the Fire Dispatch Center shall be notified that the system is operable.

In the event a service/maintenance contract is canceled or not renewed, the fire code official shall be notified by the licensed company within 24 hours.

901.6.3

901.6.3 Authority to Audit. The *fire code official* is authorized to audit inspection, testing, and maintenance (ITM) activities as referenced in Table 901.6.1 and assess fees to cover the cost of the audit. Auditing shall be permitted to include, but is not limited to, witnessing of ITM activities, and re-inspection of systems after ITM activities have been completed.

901.9

901.9 Recall of fire protection components.

Any *fire protection system* component regulated by this code that is the subject of a voluntary or mandatory recall under federal law shall be replaced with *approved*, *listed* components in compliance with the referenced standards of this code. ~~The *fire code official* shall be notified in writing by the building *owner* when the recalled component parts have been replaced.~~ A construction permit shall be obtained for the replacement of all recalled components.

903.1.1

~~**903.1.1 Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and *approved* by the *fire code official.*~~

903.2

Section 903.2 Where Required

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided throughout all buildings, regardless of occupancy type, including buildings built under the IRC, exceeding 5,000 sq ft (464 m^2) in building area, and ~~additionally~~ in locations described in Section 903.2.1 through 903.2.12, and in accordance with the following:

> ~~**Exception:** Spaces or area in telecommunications buildings used exclusively for telecommunication equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1 hour *fire barriers* constructed in accordance with section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 712 of the *International Building Code*, or both.~~

1. All new buildings and structures greater than 5,000 sq ft (464 m^2) in building area; or is more than two stories in height, including any height added by usable floor space.

   Exceptions:

   1. **R-3 Occupancies (See 903.2.8)**
   2. Open parking garages for vehicle storage only, with no other occupancy above any part of the open parking garage structure are not required to be protected with automatic sprinklers.
   3. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada Pubic Service Commission, a State of Nevada charter, or other public franchise. This Exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

2. For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

   Exceptions:

   1. Group R-3 occupancies and single-family dwellings built under the IRC with fire flow in accordance with Appendix B.
   2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of addition does not exceed 5,000 square feet (464 m^2),

3. Existing buildings that are greater than 10,000 square feet in total area, that contain a fire area greater the 5,000 square feet that is not separated by a 1-hr fire barrier, shall require the installation of an automatic fire sprinkler system within the entire building when any of the following conditions occur:

   A. Change in Occupancy that increases the hazard. For the purpose of this section, B and M type Occupancies shall be considered the same occupancy hazard.

   B. Tenant Improvement work that removes tenant demising walls which results in a tenant space that is larger than 5,000 sq ft.

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the *code official*.

903.2.3

903.2.3 Group E. An *automatic sprinkler* system shall be provided for Group E occupancies where one of the following conditions exists: ~~as follows:~~

1. ~~Throughout all~~ The Group E *fire areas* *have an occupant load of 50 or more*. ~~greater than 12,000 square feet (1115m^2) in area.~~
2. ~~Throughout every portion of educational buildings~~ Any portion of the Group E fire areas is below the lowest *level of exit discharge*. ~~serving that portion of the building.~~

   Exception: An *automatic sprinkler system* is not required in any area below the lowest *level of exit discharge* serving that area where every classroom throughout the building has at least one exterior *exit* door at ground level.

3. Rooms used for kindergarten, first or second-grade pupils or for child care purposes, are located above or below the first story.
4. Daycare facilities where there is occupancy from 12:00 AM - 6:00 AM.

903.2.8

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided through-out all buildings with a Group R *fire area*. In accordance with 903.2.8.1 through 903.2.8.2.

When required by Nevada Administrative Code Section 449.211, residential facilities for groups shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2 (NFPA 13-R).

903.2.8.1 Group R-1 and R-2 (CM) An automatic sprinkler system shall be provided for all Group R-1 and R-2 occupancies in accordance with section 903.3

903.2.8.2 Group R-3. An automatic sprinkler system shall be provided for Group[R-3 occupancies when one of the following conditions exists:
903.2.8.2.1 International Building Code. Buildings constructed under the *International Building Code* shall be protected throughout by an automatic sprinkler system in accordance with NFPA 13, 13R, or 13D, as permitted by the *International Building Code*. The automatic sprinkler system shall also meet the requirements of section 903.2.8.2.3

903.2.8.2.2 International Residential Code. Buildings constructed under the *International Residential Code* shall be protected throughout by an automatic sprinkler system when required by the *International Residential Code* or any of the following conditions exist:

1. Where required by Sections 503 or 507 of this code, automatic fire sprinklers shall be installed in accordance with section 903.2.8.2.3
2. When the total area of the building exceeds 10,000 ft² (929 m²), or is more than two stories in height including any height added by usable floor space, an automatic sprinkler system meeting the minimum requirements of NFPA 13D and Section 903.2.8.2.3 shall be installed.

903.2.8.2.3 Mitigation Matrix. (CM) When an automatic sprinkler system is being installed, or the type of system is upgraded to mitigate the minimum requirements for fire department access or water supply as required by Sections 503 or 507, the automatic sprinkler system design requirements in Table 903.2.8.2.3 shall apply.

Table 903.2.8.2.3
Mitigation Matrix for Group R-3 Occupancies.[4]

Building Area Size Range [6]	Mitigation Residential System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[5]	Sprinklers Required In Areas Subject To Freezing.
< 3,600 sq.ft.	Standard NFPA 13D [2]	No	1"	¾"	No
≥ 3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	No	1"	¾"	No
≥ 10,000 sq.ft. and < 15,000 sq.ft.	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sq.ft.	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system".

[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.

[3] Free-standing detached buildings with one or more sleeping rooms shall be protected by an Enhanced NFPA 13D system.

[4] Excluding occupancies used as Group Care Homes.

[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.

[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.

903.2.9

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 2,500 square feet (1115 m^2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2).
5. A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m^2).

903.2.11.5

903.2.11.5 Commercial cooking operations. An automatic sprinkler system shall be installed in a commercial kitchen exhaust hood and duct system where an automatic sprinkler system is used to comply with Section 904, and for the entire length of duct when the duct length exceeds 75 feet.

903.2.11.7

903.2.11.7. Protection of available storage height. In Group S-1 and all other storage areas the fire sprinkler system shall be designed to protect storage up to the maximum available storage height. The minimum sprinkler density shall be equivalent to that required for a Class IV commodity pursuant to NFPA 13.

903.3.1.1.1

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, or fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved* by the *fire code official.*

~~3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a *fire resistance rating* of not less than 2 hours~~

~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

3. Fire service access elevator machine rooms and machinery spaces.

903.3.1.2

903.3.1.2 NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including two ~~four~~ stories in height, automatic sprinkler systems shall be installed in accordance with NFPA 13 or NFPA 13R.

903.3.1.3

903.3.1.3 NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings and townhouses shall be installed throughout in accordance with NFPA 13, NFPA 13R, or NFPA 13D.

903.3.8

~~**903.3.8 Antifreeze systems and systems with chemical additives.** CD Antifreeze systems and systems with chemical additives shall require written approval from the water purveyor prior to system installation.~~

903.3.5.2

903.3.5.2 Secondary water supply. A dedicated secondary on-site water supply equal to the hydraulically calculated sprinkler demand, including a 100 gpm inside ~~the~~ hose stream requirement, but not less than 15,000 usable gallons, shall be provided for high-rise buildings ~~in Seismic Design Category C, D, E, or F as determined by the International Building Code~~. The secondary water supply shall have a duration of not less than 30 minutes. ~~as determined by the occupancy hazard classification in accordance with NFPA 13~~.

Exception: Existing buildings.

903.4

903.4 Sprinkler system supervision and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. Automatic sprinklers systems protecting one- and two-family dwellings
2. Limited area systems serving fewer than 20 sprinklers.
3. ~~Automatic sprinklers systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.~~
4. Jockey pump control valves that are sealed or locked in the open position.
5. ~~Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.~~
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

903.4.1

903.4.1 Monitoring. Alarm, supervisory, and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, when approved by the *fire code official*, shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ are not required to be monitored.
2. Backflow prevention device~~s~~ ~~test valves located in limited are sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.~~ located at the municipal water supply connection are not required to be

monitored when either locked in the open position, or are located within an underground vault or an approved insulated enclosure.

Systems that are not electrically monitored shall have an approved identification sign below each outside horn and strobe which reads "WHEN ALARM SOUNDS – CALL 9-1-1". This sign shall be of durable material with permanent lettering having a 2-inch minimum height with ½ inch stroke on a contrasting background.

Multi-story facilities shall provide zone annunciation on a floor-by-floor basis.

In occupancies provided with a supervised sprinkler system, the following three distinctly different signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm
2. Supervisory
3. System Trouble

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department.

903.4.2

903.4.2 ~~Alarms~~ Audible and Visual Notification appliances. *Approved* audible and visual notification appliances shall be connected to every *automatic sprinkler system*. Such sprinkler water-flow alarm notification appliances shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Exterior audible and visual ~~Alarm~~ notification appliances shall be provided on the exterior of the building above the Fire Department Connection ~~in an *approved* location~~. One interior audible and visual notification appliance shall be provided in a normally occupied location. In multiple-tenant facilities, an interior audible and visual notification appliance shall be provided in each tenant space in a normally occupied location. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

903.4.3

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provide at the point of connection to the riser on each floor ~~in high-rise buildings~~ in multi-story facilities.

904.2

904.2 Where required. Automatic fire-extinguishing systems ~~installed as an alternative to the required automatic sprinkler systems of Section 903~~ shall be approved by the *fire code official*. Automatic fire-extinguishing systems shall not be considered ~~alternatives~~ an alternative to the required automatic sprinkler systems of Section 903 for the purpose of exceptions or reductions allowed by other requirements of this code.

904.11.6.2

904.11.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every 6 months and after activation of the system. Inspection shall be ~~by qualified individuals, and a certificate of inspection shall be forwarded to the *fire code official* upon completion.~~ conducted by personnel licensed by the State of Nevada Fire Marshal's Office and a certificate of inspection shall be kept on site and shall be readily available to the fire code official.

905.3.1

905.3.1 Height. Approved Class I ~~III~~ standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of the fire department vehicle access.

~~**Exceptions:**~~

1. ~~Class I standpipes are allowed in buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2~~
2. ~~Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than 150 feet (45 720 mm) above the lowest level of fire department vehicle access~~
3. ~~Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with Section 905.5.~~
4. ~~Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.~~
5. In determining the lowest level of fire department vehicle access, it shall not be required to consider:

   5.1 Recessed loading docks for four vehicles or less, and

   5.2 Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

905.3.2

905.3.2 Group A. Class I automatic wet standpipes shall be provided in nonsprinklered Group A buildings having an occupant load exceeding 1,000 persons.

Exception:

1. Open-air seating spaces without enclosed spaces.

2. Class I automatic dry and semiautomatic dry standpipes or manual wet standpipes are allowed in buildings where the highest floor surface used for human occupancy is 55 feet (16 764 mm) ~~75 feet (22 860 mm)~~ or less above the lowest level of fire department vehicle access.

905.3.8

905.3.8 Building area. When required by the *fire code official*, buildings in excess of 10,000 square feet (929 m^2) in area per level, shall be equipped with a Class I standpipe system where any portion of the building's interior area is more than 200 feet (60,960 mm) measured vertically and horizontally from the nearest point of fire department apparatus access.

905.4

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connection shall be provided in all of the following locations:

1. In every required stairway, a hose connection shall be provided for each floor level above or below grade. Hose connections shall be located ~~at an intermediate floor level landing between floors, unless otherwise approved by the *fire code official*.~~ on the floor landing, as approved by the authority having jurisdiction.

2. On each side of the wall adjacent to the exit opening of a horizontal exit
   Exception: Where floor areas adjacent to a horizontal exit are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
   Exception: Where floor areas adjacent to an exit passageway are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.
6. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be along normal walking routes, and the stream shall not be expected to penetrate walls or windows. ~~Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in approved locations.~~

905.4.1

905.4.1 Protection. Risers and laterals of Class I standpipe systems not located within an enclosed stairway or pressurized enclosure shall be protected by a degree of fire resistance equal to that required for vertical enclosures in the building in which they are located.

Exception: In buildings constructed of Type I or Type II construction in accordance with the Building Code or in buildings equipped throughout with an approved automatic sprinkler system, standpipes ~~laterals~~ that are not located within an enclosed stairway or pressurized enclosure are not required to be enclosed within fire-resistance-rated construction.

905.5

905.5 Location of Class II standpipe hose connections. Class II standpipe hose connections shall be accessible and shall be located ~~so that all portions of the building~~ where required by Section 905.5.1. Hose connections shall be provided so that all areas described in Section 905.5.1 are within 30 feet (9144 mm) of a nozzle attached to 100 feet (30 480 mm) of hose.

905.5.3

~~**905.5.3 Class II system 1-inch hose.** A minimum 1-inch (25 mm) hose shall be allowed to be used for hose stations in light hazard occupancies where investigated and listed for this service and where approved by the *fire code official*.~~

905.9

905.9 Valve supervision. Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall also be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ do not require supervision.
2. ~~Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.~~

906.1.1

906.1.1 Where required. Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.
   ~~**Exception:** In new and existing Group A, B, and E occupancies, equipped throughout with quick-response sprinklers, portable fire extinguishers shall be required only in locations specified in Items 2 through 6.~~

906.2

906.2 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

Exceptions:

1. The travel distance to reach an extinguisher shall not apply to spectator seating portions of Group A-5 occupancies.
2. Thirty-day inspections shall not be required and maintenance shall be <u>performed annually</u> ~~allowed to be once every three years~~ for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met:
   - 2.1 Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed.
   - 2.2 Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal.
   - 2.3 The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment.
   - 2.4 Electronic monitoring devices and supervisory circuits shall be tested <u>annually</u> ~~every three years~~ when extinguisher maintenance is performed.
   - 2.5 A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to ensure that hydrostatic tests are conducted at the frequency required by NFPA 10.

2.6 The electronic monitoring devices shall be interfaced with an approved control unit. A building's fire alarm control unit shall not serve as this required control unit. For buildings that have fire alarm systems installed, the electronic monitoring control unit shall be interfaced with the fire alarm control unit, and the electronic monitoring control unit shall send one, and only one, supervisory alarm signal to the building's fire alarm control unit when in an off-normal condition.

3. In Group I-3 occupancies, portable fire extinguishers shall be permitted to be located at staff locations.

907.1

907.1 General. This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of Section 907.3 are applicable to existing buildings and structures. An integrated campus system shall not supplant the fire alarm system requirements in new buildings and structures. Supplemental integrated campus systems may be allowed subject to the approval of the *fire code official*. When approved by the *fire code official* supplemental integrated campus systems circuits shall utilize class A, style 7, weatherproof raceway and wiring methods.

907.1.2

907.1.2 Fire alarm shop drawings. Shop drawings for fire alarm systems shall be submitted for review and approval prior to system installation. Where the installation changes from the approved shop drawings, corrected shop drawings showing the system as actually installed shall be submitted for review and approval prior to inspection. Shop drawings ~~, and~~ shall include~~, but not be limited to, all of~~ the following as required by the *fire code official*:

1. ~~A floor plan that indicates the use of all rooms.~~
2. ~~Locations of alarm initiating devices.~~
3. ~~Locations of alarm notification appliances, including candela ratings for visible alarm notification appliances.~~
4. ~~Locations of fire alarm control unit, transponders, and notification power supplies.~~
5. ~~Annunciators.~~
6. ~~Power connection.~~
7. ~~Battery calculations.~~
8. ~~Conductor type and sizes.~~
9. ~~Voltage drop calculations.~~
10. ~~Manufacturer's data sheets indicating model numbers and listing information for equipment, devices and materials.~~
11. ~~Details of ceiling height and construction.~~
12. ~~The interface of fire safety control functions.~~
13. ~~Classification of the supervising station.~~
1. Project name, street address and owner's name.
2. Contractor name, address, phone number, license numbers, license classification, and license limit.
3. Wet/electronic signature of licensee (contractor's Master or Qualified Employee).
4. Wet/electronic signature of the NICET designer or Nevada Registered Fire Protection Engineer who prepared the plan, drawing and calculations. For plans prepared by a NICET designer, the designer's printed name and certificate number shall follow the signature.

5. Occupancy classification. For all occupancies, state the occupant load.
6. Fire alarm circuit classification (power-limited or non-power-limited).
7. Class/style designation of all initiating device circuit (IDC), signaling line circuits (SLC), and notification appliance circuits (NAC).
8. Conductor type and size.
9. Sequence of operation input/output matrix as required by NFPA 72.
10. Symbol legend with equipment description (manufacturer's name and model number) and mounting description (surface, semi-flush, flush, and exterior).
11. When required by the *fire code official* symbols used on the shop drawings shall follow NFPA 170, 2006 edition.
12. Site plan.
13. Floor plan drawn to an indicated scale (1/8" minimum) on sheets of a uniform size showing:
    a. Point of compass (north arrow).
    b. Walls, doors, windows, openings, stairs, elevators, passageways, high piled storage racks, etc., as applicable to depict the facility.
    c. Room use identification labels.
    d. Alarm initiating device, notification appliance, and auxiliary controlled or monitored equipment and systems, control and annunciation equipment location (s).
    e. Conductor/conduit routing and size.
    f. Location of end-of-line resistors.
    g. Zone identification (conventional system).
    h. Device addresses (addressable systems).
    i. Notification appliance numbering by circuit and device corresponding to the riser and/or one line diagrams.
    j. Power panels and circuit connections.
    k. Key plan.
    l. Ceiling heights, and construction (i.e., beam, joist, soffit, or other projection extending below the ceiling when a ceiling mounted device and/or appliance is used).
14. Mounting height detail for wall mounted device and/or appliance.
15. Riser diagram including the following information:
    a. General arrangement of the system, in building cross-section.
    b. Wall/shaft/stairwell and/or cable ratings when survivability or class A requirements apply.
    c. Type and number of circuits in each riser.
    d. Type and number of fire alarm system components/devices on each circuit, on each floor or level.
16. *Fire code official* standard shop drawing notes.
17. Standardized calculations (shown on the plans unless otherwise approved):
    a. Battery (all panels).
    b. Load (all notification appliance and auxiliary circuits).
    c. Voltage drop (all notification appliance circuits, including remote annunciators and auxiliary appliances).
18. Product data submittal including a cover index sheet listing products used by make and model number, manufacturer data sheets and listing information for all equipment, devices, materials, wire and cable.
19. Design number and detail of penetration fire stop system when required.
20. Any additional information determined necessary by the *fire code official*.

Justification: This amendment is very similar to an amendment that was adopted in the Southern

907.1.4

907.1.4 Signage. A "FIRE ALARM CONTROL PANEL" sign shall be provided in minimum 2" letters with a minimum ½" stroke. The color of the letters shall be contrasting with respect to the background. The sign shall be provided on the door leading to the fire alarm control panel(s), unless otherwise approved by the *fire code official*.

907.2

907.2 Where required-new buildings and structures. An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code.

In separated mixed-use occupancy buildings the fire alarm/detection system shall be limited to the *fire area* that requires the system. In non-separated mixed-use occupancy buildings containing an occupancy with a fire alarm/detection system the system is required to be extended throughout the building or *fire area*.

A fire alarm system shall be installed throughout all buildings three or more stories in height.

Exception: Group R-3 occupancies and single-family dwellings built under the IRC.

A minimum of one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes to sprinklers, a single fire alarm box shall be installed.

~~Exceptions:~~

1. ~~1.~~ The manual fire alarm box ~~is not required~~ shall not be installed for fire alarm systems dedicated to elevator recall control and supervisory service~~.~~ and fire sprinkler monitoring systems.
2. ~~The manual fire alarm box is not required for Group R-2 occupancies unless required by the *fire code official* to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.~~

907.2.3.1

907.2.3.1 Locking manual pull stations. When buildings are protected throughout by an approved automatic sprinkler system, manual pull stations are allowed to be of the institutional type devices in areas normally occupied by students, subject to the following conditions:

1. Approval of the *fire code official* shall be obtained prior to any conversions or installation. The Key operated devices shall be a listed "institutional" type and not a field modified device.

2. All school staff members shall be trained in the operation of the key operated devices and shall receive a key with obvious markings, for operating the manual pull station. Staff members shall have their key at all times while on school property.

3. The school official shall collect training reports verifying that staff has had training on a quarterly basis and shall be available for review by the f*ire code official* upon request.

4. The Fire Department may conduct unannounced drills or training.

5. Unacceptable performance as evaluated by the f*ire code official* may result in a requirement to convert the devices back to traditional type.

907.2.7.1

~~**907.2.7.1 Occupant notification.** During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a water flow switch shall not be required to activate the alarm notification appliances when an alarm signal is activated at a constantly attended location from which evacuation instructions shall be initiated over an emergency voice/alarm communication system installed in accordance with Section 907.6.2.2.~~

907.2.8.2

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units. For the purposes of this section, interior means a conditioned space.

> **Exception:** An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.9.1

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 707.6 shall be installed in Group R-2 occupancies where:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge;
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit; or
3. The building contains ~~more than 16~~ 15 or more dwelling units or sleeping units.

Exceptions:

1. ~~1.~~ A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by at least 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, exit court or yard~~.~~
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the

occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.

2.1 At least one manual fire alarm box is installed at an approved location.

3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1-or 903.3.1.2, provided that dwelling units either have a means or egress door opening directly to the exits or are served by open-ended corridors designed in accordance with Section 1026.6, Exception 4.

907.2.9.1.1

907.2.9.1.1 Automatic smoke detection system. When a fire alarm system is required, an automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units. For the purposes of this section, interior means a conditioned space.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.13

907.2.13 High-rise buildings. Buildings with a floor used for human occupancy located more that ~~75~~ 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.6.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the IBC.
2. Open parking garages in accordance with Section 406.3 of the IBC.
3. ~~Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the IBC.~~
3. Low-hazard special occupancies in accordance with Section 503.1.1 of the IBC.
5. ~~Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the IBC.~~
6. ~~In Group I-1 and I-2 occupancies, the alarm shall sound at a constantly attended location and general occupant notification shall be broadcast by the emergency voice/alarm communication system.~~

907.2.13.1.1

907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall operate the emergency voice/alarm communication system in accordance with Section 907.6.2.2. Smoke detectors shall be located as follows:

1. In each mechanical equipment~~, electrical, transformer, telephone equipment~~ or similar room which is not provided with sprinkler protection.

2. In each elevator machine room and in elevator lobbies.

3. In each ~~electrical~~, transformer, telephone equipment and information technology equipment room.
4. In each electrical room (i.e., a room designed and dedicated to electrical distribution).

Exception: Mechanical equipment and similar rooms containing electrical equipment necessary for the operation of that equipment, such as motor control centers, variable frequency drives, service disconnects, building automation controls, and other similar electrical equipment are not required to be provided with smoke detection.

907.2.13.2

907.2.13.2 Fire department communication system. Where a wired communication system is provided in addition to ~~*approved* in lieu of~~ a radio coverage system in accordance with Section 510, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 using warden stations and shall operate between a *fire command center* complying with Section 508, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, areas of refuge and inside enclosed *exit stairways* and other locations as required by the *fire code official*.

907.2.13.3

907.2.13.3 Multi-channel voice evacuation. Voice evacuation systems for high-rise buildings shall be multi-channel systems.

907.2.13.4

907.2.13.4 Reliability. If a networked fire alarm system is installed, and if the fire alarm network nodes are interconnected utilizing physical conductors (e.g., metallic, optical fiber), the network nodes shall be interfaced with each other utilizing Style 6 or Style 7 wiring methods. The outgoing and return conductors shall not be run in the same cable assembly, enclosure, or raceway.

907.4.1

907.4.1 Duct smoke detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is provided ~~required by Section 907.2~~. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal ~~at a constantly attended location~~ on the building's fire alarm control unit when a fire alarm system is provided and shall perform the intended fire safety function in accordance with this code and the IMC. Duct smoke detectors shall not be used as a substitute for required open area detection.

Exceptions:

1. The supervisory signal at a constantly attended location is not required where duct smoke detectors activate ~~the building's alarm notification appliances.~~ a supervisory signal on the building's fire alarm system.
2. ~~In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.~~

907.5.1

907.5.1 Protection of fire alarm control unit. In areas that are not continuously occupied, ~~a single smoke detector~~ automatic smoke detection shall be provided at the location of each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.

Exceptions:

1. Where ambient conditions prohibit installation of smoke detector, a heat detector shall be permitted.
2. ~~The smoke detector shall not be required where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.~~
2. Dedicated function fire alarm systems shall not have smoke detectors installed.

907.5.2

907.5.2 Manual fire alarm boxes. Where a manual fire alarm system is required by another section of this code, it shall be activated by dual action fire alarm boxes installed in accordance with section 907.5.2.1 through 907.5.2.5.

907.6.2.1.1

907.6.2.1.1 **Average sound pressure.** The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: ~~75 dBA in occupancies in Groups R and I-1;~~ 90 dBA in mechanical equipment rooms; and ~~60~~ 80 dBA in other occupancies. One of the two methods below shall be utilized to ensure that the minimum sound level will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

907.6.2.1.1.1

907.6.2.1.1.1 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, may be permitted to be used when allowed by the *fire code official*. Only the attendants and other personnel required to evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the *fire code official*. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation.

907.6.2.1.2

907.6.2.1.2 Maximum sound pressure. The maximum sound pressure level for audible alarm notification appliances shall be 110 dBA at the minimum hearing distance from the audible appliance. Where the average ambient noise is greater than 95 dBA, visible alarm notification appliances shall be provided in accordance with NFPA 72. ~~and audible alarm notification appliances shall not be required.~~

907.6.2.3

907.6.2.3 Visible Alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.6.2.3.1 through 907.6.2.3.4.

Exceptions:

1. Visible alarm notification appliances are not required in alterations~~,~~ when the building does not have visible devices installed anywhere within the building, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in exits as defined in Section 1002.1.
3. Visible alarm notification appliances shall not be required in elevator cars.

907.6.2.3.1

907.6.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public areas and common areas.

Exceptions:

1. Electrical and mechanical rooms that are not normally occupied or less than 400 square feet.
2. Janitor closets.
3. Storage rooms less than 400 square feet.
4. Exit enclosures .
5. Individual work areas or offices and private toilets serving individual work areas or offices.
6. Individual inmate sleeping areas and patient sleeping rooms.

907.7.3.1

907.7.3.1 ~~Zoning indicator panel.~~ Alarm Annunciator. ~~A zoning indicator panel and the associated controls shall be provided in an approved location. The visual zone indication shall lock in until the system is reset and shall not be canceled by the operation of an audible alarm silencing switch.~~ Alarm annunciators shall comply with all of the following:

1. If a building has a main entrance/foyer, a remote annunciator shall be provided inside the building at the main entrance/foyer.
   Exception: When the fire alarm control unit is located inside the building at the main entrance/foyer, a remote annunciator is not required at the main entrance/foyer.

2. If a building has a fire riser room with an exterior door, a remote annunciator shall be provided within the fire riser room.
   Exception: When the fire alarm control unit is located within the fire riser room, a remote annunciator is not required within the fire riser room.

3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.

4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).
5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

907.7.5

907.7.5 Monitoring. Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72. Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. ~~Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the *fire code official*, shall be in accordance with the IFC, with NFPA 72, and with the *fire code official* guidelines.~~

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* ~~is not required~~ for:

1. Single- and multiple station smoke alarms required by Section 907.2.11.
2. ~~Smoke detectors in Group I-3 occupancies.~~

~~3.~~2. Automatic sprinkler systems in one- and two-family dwellings.

~~4.~~3. ~~Manual fire alarm systems, when provided with approved signs in the following locations: directly below the horn and strobe located on the exterior of the building and adjacent to each manual pull station. The signs shall read as follows: WHEN ALARM SOUNDS - CALL 911. The signs below the horns and strobes shall be of durable material with permanent lettering having a 2" minimum height and minimum ½" stroke on a contrasting background. The sign adjacent to each pull station shall be of durable material with permanent lettering having a ¼" minimum height on a contrasting background.~~

In occupancies provided with a fire alarm system, the following five distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.
5. Valve Tamper Supervisory, if provided with a fire sprinkler system.

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department, unless otherwise required by the *fire code official*.

907.7.5.2

907.7.5.2 Supervising Stations. A permit is required when the following occurs:

1. Supervising station adds a new monitoring subscriber.

2. Supervising station changes services or transfers accounts for an existing subscriber. For example, a new tenant or building owner utilizing the same supervising station.

Supervising stations shall not provide monitoring services for a subscriber until final acceptance and approval is granted by the *fire code official*.

Supervising stations shall not transfer accounts without notification to the Fire Department. Notification must be received in writing within 30 days of transfer.

In the event a monitoring contract is terminated, canceled or not renewed, the *fire code official* shall be notified in writing within 24 hours.

A current UL or FM Central Station Certification shall be provided on an annual basis.

Supervising stations shall annually provide documentation of runner service. Runner service shall be in accordance with UL 827.

907.7.6

907.7.6 Control units. Unless otherwise approved, not more than one main or master fire alarm control unit shall be permitted per building, in an approved location. Unless otherwise approved, not more than one monitoring panel shall be permitted per building.

907.7.7

907.7.7 Connections to other systems. A fire alarm system shall not be used for any purpose other than fire warning unless approved by the *fire code official*. Interconnections to other systems shall be listed for compatibility or approved by the *fire code official*.

907.7.8

907.7.8 Secondary Response Point. A Secondary Response Point (SRP) shall be provided in accordance with this section.

907.7.8.1 Where required. When required by the fire code official, an SRP shall be provided in buildings/facilities that are required to be served by a Fire Command Center.

907.7.8.2 Components required. The SRP shall have the following components:

1. A fire alarm LCD annunciator that provides a means to scroll through the list of devices that are activated and to acknowledge each alarm. The fire alarm annunciator shall not have the capability of silencing or resetting the building fire alarm system.
2. A microphone capable of providing all-call voice messaging over all notification appliance circuits of the alarm communication system.
3. A pull station capable of evacuating the entire building.
4. An elevator panel that allows the manual transfer of standby power to each elevator cab for all elevators located within the building.

907.7.8.3 Location. The SRP shall be located as follows, subject to the approval of the fire code official:

1. The SRP shall be located on the floor designated for primary elevator recall.
2. The exterior entrance leading to the SRP shall be adjacent to the fire department vehicle access lane.
3. The SRP shall be located in an area inaccessible to the public.
4. The SRP shall be located within a travel distance of 200 feet from the building entry.
5. The entrance to the SRP shall be separated from the Fire Command Center a minimum distance equal to 25% of the building perimeter, or a minimum of 250 feet, as measured along the building perimeter.

907.9

907.9 Inspection, testing and maintenance. The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with Sections 907.9.1 through 907.9.5 and NFPA 72.

All fire alarm systems shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshals' Regulations. The alarm contractor shall also provide proof of a license to do business within the *fire code official's* area. A maintenance contract from an approved fire alarm company is required.

Inspection reports shall be kept on-site and shall be readily available to the inspection authority. A copy of inspection reports containing deficiencies shall be mailed to the fire code official within 48 hours, only when the owner or occupant has been notified of a discrepancy(s) and fails to correct the discrepancy(s) within 30 days whenever any deficiency of the system or violation of the Fire Code is noted.

Prior to service or testing of any equipment, the Fire Department's Dispatch Center shall be notified of the location of the test and the approximate time that the equipment will be inoperable. Upon the completion of the test and inspection, the Fire Department Dispatch Center shall be notified that the system is operable.

In the event a service/maintenance contract is canceled or not renewed, the *fire code official* shall be notified by the service company within 24 hours.

908.7

908.7 When an emergency alarm system is interfaced with a building's fire alarm system. When an emergency alarm system is interfaced with a building's fire alarm system, the signal produced at the fire alarm control unit shall be a supervisory signal.

909.4.6

909.4.6 Duration of operation. All portions of active or passive smoke control systems shall be capable of continued operation after detection of the fire event for a period of not less than ~~either~~ 20 minutes ~~or 1.5 times the calculated egress time, whichever is less~~.

Exception: An engineered analysis utilizing twice the estimated egress time to demonstrate that all occupants can safely evacuate shall be permitted.

909.5.2

909.5.2 Opening protection. Openings in *smoke barriers* shall be protected by automatic-closing devices actuated by the required controls for the mechanical smoke control system. Door openings shall be protected by *fire door assemblies* complying with Section 715.4.3 of the *International Building Code*.

Exceptions:

1. Passive smoke control systems with automatic-closing devices actuated by spot-type smoke detectors *listed* for releasing service installed in accordance with Section 907.10.
2. Fixed openings between smoke zones that are protected utilizing the airflow method.
3. In Group I-2, where such doors are installed across *corridors,* a pair of opposite-swinging doors without a center mullion shall be installed having vision panels with fire protection-rated glazing materials in fire protection-rated frames, the area of which shall not exceed that tested. The doors shall be close-fitting within operational tolerances and shall not have undercuts, louvers, or grilles. The doors shall have head and jamb stops, astragals or rabbets at meeting edges and shall be automatic-closing by smoke detection in accordance with Section 715.4.8.3 of the *International Building Code.* Positive-latching devices are not required.
4. Group I-3
5. Openings between smoke zones with clear ceiling heights of 14 feet (4267 mm) or greater and bank-down capacity of greater than 20 minutes as determined by the design fire size.
6. Door openings in s*moke barrier*s shall be permitted to be protected by *self-closing* fire doors in the following locations:

    6.1 Guest rooms.

    6.2 Individual dwelling units.

    6.3 Mechanical rooms.

    6.4 Elevator machine rooms.

    6.5 Electrical rooms used exclusively for that purpose.

    6.6 Doors typically maintained in a closed position as approved by the Building Official.

909.16

909.16 Fire-fighter's smoke control panel. A fire-fighter's smoke control panel for fire department emergency response purposes only shall be provided and shall include manual control or override of automatic control for mechanical smoke control systems. The panel shall be located in a fire command center complying with Section 508 in high-rise buildings or buildings with smoke-protected assembly seating. In all other buildings, the fire-fighter's smoke control panel shall be installed in an approved location adjacent to the fire alarm control panel. The fire-fighter's smoke control panel shall comply with Sections 909.16.1 through 909.16.3.

~~**909.16.1 Smoke control systems.** Fans within the building shall be shown on the fire-fighter's control panel. A clear indication of the direction of airflow and the relationship of components shall be displayed. Status indicators shall be provided for all smoke control equipment, annunciated by fan and zone and by pilot lamp-type indicators as follows:~~

~~1. Fans, dampers and other operating equipment in their normal status – WHITE.~~
~~2. Fans, dampers and other operating equipment in their off or closed status – RED.~~
~~3. Fans, dampers and other operating equipment in their on or open status – GREEN.~~
~~4. Fans, dampers and other operating equipment in a fault status – YELLOW/AMBER.~~

~~**909.16.2 Smoke control panel.** The fire fighter's control panel shall provide control capability over the complete smoke control system equipment within the building as follows:~~

1. ~~ON AUTO OFF control over each individual piece of operating smoke control equipment that can also be controlled from other sources within the building. This includes stairway pressurization fans; smoke exhaust fans; supply, return and exhaust fans; elevator shaft fans; and other operating equipment used or intended for smoke control purposes.~~
2. ~~OPEN AUTO CLOSE control over individual dampers relating to smoke control and that are also controlled from other sources within the building.~~
3. ~~ON OFF or OPEN CLOSE control over smoke control and other critical equipment associated with a fire or smoke emergency and that can only be controlled form the fire fighter's control panel.~~

~~**Exceptions:**~~

1. ~~Complex systems, where approved, where the controls and indicators are combined to control and indicate all elements of a single smoke zone as a unit~~
2. ~~Complex systems, where approved, where control is accomplished by computer interface using approved, plain English commands.~~

~~**909.16.3 Control action and priorities.** The fire fighter's control panel actions shall be as follows:~~

1. ~~ON OFF and OPEN CLOSE control actions shall have the highest priority of any control point within the building. Once issued from the fire fighter's control panel, no automatic or manual control from any other control point within the building shall contradict the control action. Where automatic means are provided to interrupt normal, nonemergency equipment operation or produce a specific result to safeguard the building or equipment (i.e., duct freezestats, duct smoke detectors, high temperature cutouts, temperature actuated linkage and similar devices), such means shall be capable of being overridden by the fire fighter's control panel. The last control action as indicated by each fire fighter's control panel switch position shall prevail. In no case shall control actions require the smoke control system to assume more than one configuration at any one time.~~
   ~~**Exception:** Power disconnects required by NFPA 70.~~

2. ~~Only the AUTO position of each three position fire fighter's control panel switch shall allow automatic or manual control action from other control points within the building. The AUTO position shall be the NORMAL, nonemergency, building control position. Where a fire fighter's control panel is in the AUTO position, the actual status of the device (on, off, open, closed) shall continue to be indicated by the status indicator described above. When directed by an automatic signal to assume an emergency condition, the NORMAL position shall become the emergency condition for that device or group of devices within the zone. In no case shall control actions require the smoke control system to assume more than one configuration at any one time.~~

909.16.1 Smoke control systems. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.16.2 Smoke control panel. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.16.3 Control action and priorities. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.17

909.17 System response time. Smoke-control system activation shall be initiated immediately after receipt of an appropriate automatic or manual activation command. Smoke control systems shall activate individual components (such as dampers and fans) in the sequence necessary to prevent physical damage to the fans, dampers, ducts and other equipment. For purposes of smoke control, the fire-fighter's smoke control panel response time shall be the same for automatic or manual smoke control action initiated from any other building control point. The total response time, including that necessary for detection, shut-down of operating equipment and smoke control system startup, shall allow for full operational mode to be achieved before the conditions in the space exceed the design smoke condition. ~~The system response time for each component and their sequential relationships shall be detailed in the required rational analysis and~~ Upon receipt of an alarm condition at the fire alarm control panel, fans, dampers and automatic doors shall have achieved their proper operating state and final status shall be indicated at the smoke control panel within 90 seconds. ~~v~~ Verification ~~of their installed condition~~ shall be reported in the required final report.

909.18.8.3

909.18.8.3 Reports. A complete report of testing shall be prepared by the special inspector or special inspection agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or mark. The report shall be reviewed by the responsible registered design professional and, when satisfied that the design intent has been achieved, the responsible registered design professional shall seal, sign and date the report with a statement as follows:

> I have reviewed this report and by personal knowledge and on-site observation certify that the smoke-control system is in substantial compliance with the design intent, and to the best of my understanding complies with requirements of the code.

> **909.18.8.3.1 Report filing.** A copy of the final report shall be filed with the fire and building *code official* and an identical copy shall be maintained in an approved location at the building.

909.18.10

909.18.10 Alternative testing method. When required by the *Code official*, theatrical smoke or other approved tracer gases shall be used during final acceptance testing to visually verify air movement.

909.20

909.20 Maintenance. Smoke control systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of controlling smoke for the duration required. ~~The system shall be maintained in accordance with the manufacturer's instructions and Sections 909.20.1 through 909.20.5.~~

Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the City of Las Vegas "Smoke Control System Testing & Recertification" policy, and ~~Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification~~, the manufacturer's instructions and Sections 909.20.1 through 909.20.5.

909.20.4

909.20.4 Dedicated smoke control systems. Dedicated smoke control systems shall be operated for each control sequence semiannually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

909.20.5

909.20.5 Nondedicated smoke control systems. Nondedicated smoke control systems shall be operated for each control sequence annually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

910.3.2.2

910.3.2.2 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at a minimum temperature of 360° F (182° C).

910.3.5

910.3.5 Draft curtains. Where required by Table 910.3, draft curtains shall be installed only in non-sprinklered buildings on the underside of the roof in accordance with this section.

~~Exception: Where areas of the building are equipped with ESFR sprinklers, draft curtains shall not be provided within these areas. Draft curtains shall only be provided at the separation between the ESFR sprinklers and the non-ESFR sprinklers.~~

912.3.2

912.3.2 Clear space around connections. A working space of not less than 36 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height not including any doors or windows, shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, except as otherwise required or approved by the ~~fire chief~~ *fire code official.*

913.1.1

913.1.1 Redundant pumps in high-rise structures. Where pumps are used in structures with walking levels greater than 250 feet (76 m) in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump

913.1.2

913.1.2 Redundant pumps in multiple structures. Where a fire pump is used for booster pressure supply to multiple structures, a redundant fire pump shall be provided for each required fire pump.

913.2.1

913.2.1 Protection of pump rooms. Rooms where fire pumps are located shall be separated from all other areas of the building ~~in accordance with Section 913.2.1 of the International Building Code.~~ with 2-hour rated walls and ceilings.

Exception: Where the pump is housed in a room that is 50 feet or greater from the building being protected, then 2-hour rated walls and ceilings are not required.

913.2.1.1

913.2.1.1 Access. The fire pump room shall have an exterior access door.

913.2.2

913.2.2 Drains. Floor drains having a minimum diameter of 3 inches shall be provided in the fire pump room.

914.4.1

914.4.1 Automatic sprinkler system. An *approved automatic sprinkler system* shall be installed throughout the entire building.

Exceptions:

1. ~~That area of a building adjacent to or above the atrium need not be sprinklered, provided that portion of the building is separated from the atrium portion by not less than a 2-hour *fire barrier* constructed in accordance with Section 712 of the *International Building Code* or *horizontal assemblies* constructed in accordance with Section 712 of the *International Building Code*, or both,~~
2. ~~Where the ceiling of the atrium is more that 55 feet (16 764 mm) above the floor, sprinkler protection at the ceiling of the atrium is not required~~.

914.6.1

914.6.1 Automatic sprinkler system. Stages shall be equipped with an automatic fire-extinguishing system in accordance with Chapter 9. Sprinklers shall be installed under the roof and gridiron and under all catwalks and galleries over the stage. Sprinklers shall be installed in dressing rooms, performer lounges, shops and storerooms accessory to such stages.

Exceptions:

~~1.~~ ~~Sprinklers are not required under stages less than 4 feet (1219 mm) in clear height utilized exclusively for storage of tables and chairs, provided the concealed space is separated from the adjacent spaces by not less than 5/8 inch (15.9 mm) Type X gypsum board.~~

~~2.~~ ~~Sprinklers are not required for stages 1,000 square feet (93 m2) or less in area and 50 feet (15 240 mm) or less in height where curtains, scenery or other combustible hangings are not retractable vertically. Combustible hangings shall be limited to a single backdrop.~~

~~3~~ Sprinklers are not required within portable orchestra enclosures on stages.

915

SECTION 915

SMOKE REMOVAL

915.1 General. Where required by this code or otherwise installed, smoke removal systems shall conform to the requirements of this section and the Building Code.

915.2 Where Required.

915.2.1 High rise buildings. Smoke removal systems shall be installed in accordance with the Building Code.

915.2.2 Enclosed parking garage. A smoke removal system is required throughout enclosed parking garages. Fans capable of providing a minimum of 10 air changes per hour shall be provided. Fans shall be bidirectional, having capacity equal or greater in the reverse direction as the forward direction. Fans shall automatically exhaust upon sprinkler waterflow. Individual manual control shall be provided for each fan on a graphic smoke control panel adjacent to the fire alarm control panel. The system shall comply with the *fire code official's* guidelines.

915.3 Status Indicators and Controls. Status indicators and controls shall be designed in accordance with the *fire code official's* guidelines.

915.4 System Acceptance. Buildings, or portions thereof required by this code to comply with this section shall not be issued a certificate of occupancy until such time that the *fire code official* determines that the provisions of this section have been fully complied with and that the fire department has received satisfactory instruction on the operation of the system.

Exception: In buildings of phased construction, a temporary certificate of occupancy, as *approved* by the *fire code official,* shall be allowed, provided that those portions of the building to be occupied meet the requirements of this

section and that the remainder does not pose a significant hazard to the safety of the proposed occupants or adjacent buildings.

915.5 Maintenance. Smoke removal systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of removing smoke when required.

Inspection and periodic testing of smoke removal systems shall be performed in accordance with the Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification using a Level I inspection firm, and the manufacturer's instructions.

916

SECTION 916

FIRE RISER ROOMS

916.1 Where required. A dedicated fire riser room shall be required for each fire sprinkler system riser.

Exceptions:

1. Where approved by the *Fire code official*, where systems are controlled by wall-mounted Post Indicator Valves (PIV), and where exterior access is provided to the monitoring panel that is located in a conditioned room, a fire riser room is not required.
2. When approved, where a single system serves the building and the system is controlled by a PIV, a riser room is not required.
3. In multi-story facilities, floor control risers are permitted to be located on each floor level in an exit stair enclosure.
4. Systems designed in accordance with NFPA 13D do not require fire riser rooms.
5. Systems designed in accordance with NFPA 13R shall have a riser room/closet that is large enough to facilitate access to all the necessary fire sprinkler and fire alarm valves and devices. This area shall be accessible from the outside with either a door or an access panel large enough to allow for testing and maintenance of system. The area shall also maintain a minimum temperature of 40° F and a maximum temperature of 100° F.

916.2 Contents. The primary fire riser room shall contain the fire riser into the building. The fire riser shall contain at a minimum, a flow switch, a check valve, and a control valve.

Exception: Where there is a single system in the building and an exterior Post Indicator Valve (PIV) is provided, then the control valve is not required in the fire riser room.

916.3 Exterior Access Door. Fire riser rooms shall have an exterior access door with a minimum width of 36 inches (914 mm) and a minimum height of 80 inches (2032 mm)

Exception: For large facilities, such as high-rise, airport terminal, and covered mall buildings, secondary fire risers may be contained in fire riser rooms that are located in dedicated rooms with direct corridor access inside the building without direct access from the exterior.

916.4 Protection. Fire riser rooms shall be separated from the rest of the building by 1-hour fire partitions.

916.5 Conditioning. Fire riser rooms shall be conditioned to maintain a minimum temperature of 40° F and a maximum temperature of 100° F. Heating and cooling units shall be permanently wired. Portable heating and cooling units are not approved for meeting the requirements of this section.

Exception: Where the riser room does not contain a Fire Alarm Control Unit or spare sprinklers heads, the riser room shall not be required to be conditioned for maximum temperature.

916.6 Lighting. Permanently installed artificial lighting with back-up power shall be provided for the riser room.

916.7 Size. The riser room shall have a minimum area of 16 square feet (1.49 m^2), with a minimum dimension of 4 feet, for the first sprinkler riser, plus 10 additional square feet for each additional riser contained.

916.8 Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the fire riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code.

916.9 Auxiliary control valves. Fire riser rooms are not required for auxiliary control valves.

916.10 Signage. Weatherproof signage shall be provided on the exterior access door. Signage shall state "Fire Sprinkler Riser Room" in a contrasting color. Letters shall have a minimum height of 2 inches with a minimum stroke of 3/8 inch.

1008.1.9.1.7

1008.1.9.1.7 Delayed egress locks. *Approved, listed,* delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or an *approved* automatic smoke or heat detection system installed in accordance with items Section 907, provided that the doors unlock in accordance with Items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an *exit.*

1. The doors unlock upon actuation of the *automatic sprinkler system* or automatic fire detection system.
2. The doors unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center.
4. The initiation of an irreversible process which will release the latch in not more than 15 seconds when a force of not more than 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by application of force to the releasing device, relocking shall be by manual means only.

   ~~**Exception:** Where approved, a delay of not more than 30 seconds is permitted~~.

6. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 ~~[30]~~ SECONDS.
7. Emergency lighting shall be provided at the door.

1011.6

1011.6 Low-level exit signs. Where exit signs are required by Section 1011.1, additional approved low-level exit signs that are internally or externally illuminated shall be provided in all corridors serving residential units in Group

R-1 occupancies and R-2 occupancies with transient use. The bottom of each such sign shall not be less than 6 inches (152 mm) nor more than 18 inches (455 mm) above the floor level and shall indicate the path of exit travel. For exit and exit access doors, the sign shall be on the door or adjacent to the door, with the closest edge of the sign within 4 inches (102 mm) of the doorframe.

1015.2.2

1015.2.2 Three or more exits or exit access doorways. Where access to three or more exits is required, at least two exit doors or exit access doorways shall be arranged in accordance with the provisions of Section 1015.2.1. Additional exits or exit access doorways shall be uniformly distributed so that if one becomes blocked, the others will be available.

1028.6.23

1028.6.2.3 Automatic sprinklers. Enclosed areas with walls and ceilings in buildings or structures containing *smoke-protected assembly seating* shall be protected with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1.

~~**Exceptions:**~~

1. ~~The floor area used for contents, performances or entertainment provided the roof construction is more then 50 feet (15 240 mm) above the floor level and the use is restricted to low fire hazard uses.~~
2. ~~Press boxes and storage facilities less than 1,000 square feet (93 m2) in area,~~
3. ~~Outdoor seating facilities where seating and the *means of egress* in the seating area are essentially open to the outside.~~

1102.1

1102.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

Helistop. The same as "Heliport," except that no fueling, defueling, maintenance, repairs or storage (for longer than 24 hours) of helicopters is permitted.

1107.1

1107.1 General. All helistops and heliports shall be designed and constructed in accordance with this code, NFPA 418, and FAA AC No:150/5390-2B. Helistops and heliports shall be maintained in accordance with Sections 1107.2 through 1107.8. Helistops and heliports on buildings shall be constructed in accordance with the International Building Code.

1108

SECTION 1108

EMERGENCY HELICOPTER LANDING PAD

1108 Emergency Helicopter Landing Pad. Each high-rise building, and each separate tower portion of a multiple tower high-rise building, with normally occupied floor levels greater than 420 feet (128 meters) in height above the lowest level of fire department access shall be provided with a rooftop emergency helicopter landing pad in an approved location. A heliport as described in FAA Advisory 150/5390-2B shall be accepted in lieu of the emergency helicopter landing pad.

> **Exception:** Where approved by the Fire Chief, high-rise buildings with small occupant loads, such as themed entertainment buildings, shall not require an emergency helicopter landing pad.

1108.1 Definitions The following definitions shall apply for section 1108.

> **Approach-Departure Path** – The flight path of the helicopter as it approaches or departs from the emergency helicopter landing pad designated take off and landing area. The approach-departure path is measured from the edge of the takeoff and landing area to the property line at a public way and is a rising slope determined by a ratio of eight feet horizontal distance for every one foot of vertical height.
>
> **Peripheral Area** – An obstruction free (i.e. no intrusions into the approach-departure path) area adjacent to the takeoff and landing area serving as a safety zone.
>
> **Takeoff and Landing Areas** – The designated area on the emergency helicopter landing pad from which helicopter departures and approaches are intended to originate or terminate.
>
> **Touchdown Pad** – The load bearing portion of the emergency helicopter landing pad designated takeoff and landing area on which a helicopter may land.

1108.2 Design and Installation: An emergency helicopter landing pad shall meet the following minimum requirements:

> 1. **Approach-departure path:** The pad shall have two approach-departure paths with a minimum 90-degree arc of separation between the two.
>
> 2. **Touchdown Pad:** The touchdown pad shall be square and shall have minimum dimensions of 50 feet by 50 feet.
>
> 3. **Peripheral Area:** The peripheral area (obstruction free safety zone) surrounding the takeoff and landing area/touchdown pad shall be 25 feet from the edge of the takeoff and landing areas.
>
> 4. **Safety Net:** If the touchdown pad is elevated more than 30 inches above the adjoining roof level, a horizontally attached safety net with a minimum width of 5 feet shall be installed around the perimeter. The safety net shall be located in such a manner that it will not penetrate the approach-departure paths. The safety net shall be designed to hold a minimum capacity of 25 lbs/ft2 (122 kg/m2).
>
> 5. **Wind Direction:** A lighted wind sock shall be provided. The wind sock shall be visible from each approach-departure path, visible to the pilot at a minimum distance of 500 feet from the landing area, and visible from the landing area. The wind sock shall be located outside of the peripheral area. Where no single location will meet all criteria, multiple wind socks shall be permitted. Wind socks shall be lighted to ensure that the wind sock and the wind direction indicated is clearly visible at night.

6. **Access:** An exit stair enclosure that serves tower floors shall be extended to provide access from the roof. A lighted path, with minimum 1 foot candela on the walking surface, shall be designated and provided from the landing area to the access stair. The access stair shall be provided with a hose valve supplied by the building standpipe system in accordance with NFPA 14.

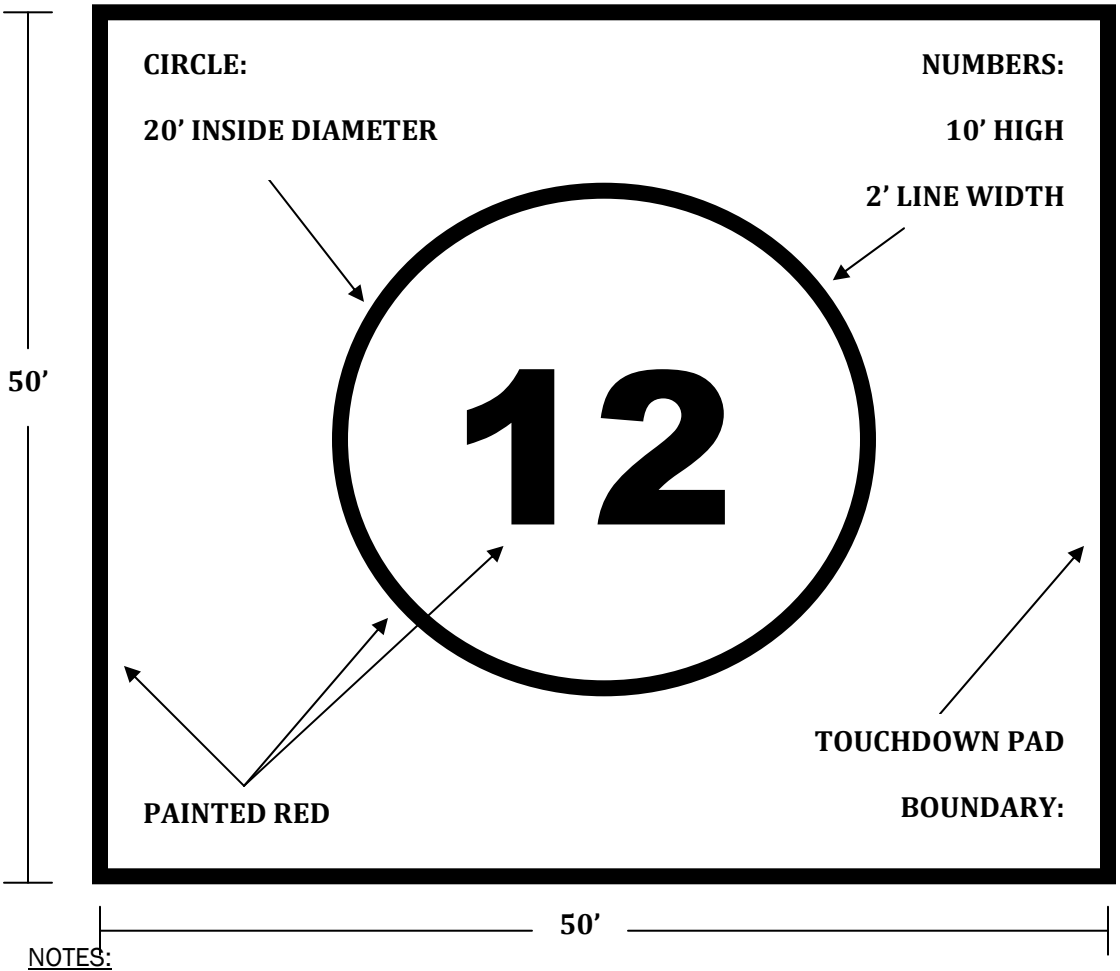
7. **Lighting Requirements:** Green lights shall be provided on the perimeter of both the touchdown pad and the peripheral area. A minimum of three lights shall be provided per side, with a minimum of 8 lights on the perimeter. Lights at corners shall be allowed to qualify for a light on each of the intersecting sides.

8. **Loading Requirements:** The touchdown pad shall be designed to withstand a minimum load of 12,000 lbs. Dynamic loading shall be a minimum of 18,000 lbs. Loading capacity shall be indicated by a number indicating the capacity in terms of thousands of pounds (i.e. the number 12 to indicate a capacity of 12,000 lbs.) in a circle in the center of the touchdown area.

9. **Touchdown Pad Markings:** The emergency helicopter landing pad shall be marked as indicated in Figure 1108.

1108.3 Other Limited Uses: Facilities that intend to use the emergency helicopter landing pad for private or commercial use other than for emergency helicopter landing shall comply with NFPA 418, in addition to all applicable FAA requirements, and in addition to the requirements set forth in this section. Other limited uses shall be limited to a maximum time period of 2 hours in every 24-hour period to ensure that the landing pad is available for emergency use.

Figure 1108



NOTES:

1. The preferred touchdown pad background color is white.
2. The red numeral indicates the allowable weight, in thousands of pounds, that the pad is capable of supporting.

1409.1

1409.1 Site identification. ~~**Emergency telephone.** Readily accessible emergency telephone facilities shall be provided in an approved location at the construction site.~~ The street address of the construction site ~~and the emergency telephone number of the fire department~~ shall be posted in accordance with Section 505.1. ~~adjacent to the telephone.~~

1412

SECTION 1412

WATER SUPPLY FOR FIRE PROTECTION

1412.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. Additional fire flow shall be provided upon commencement of vertical construction in accordance with Section 1412.

1412.2 Volume required. The required volume of fire flow shall be based on the fire flow required for the building/facility when constructed, with reductions permitted as set forth in this section. In all cases, a minimum fire flow of 1,500 gpm shall be required.

> **Exception:** Where approved by the fire code official for rural areas or other areas with decreased fire flow capacity, the minimum required fire flow may be reduced below 1,500 gpm

1412.3 Combustible material protection. Where combustibles are delivered to a construction site, a minimum fire flow in accordance with Section 1412.2 shall be provided. The fire hydrant(s) shall be within 300 feet of combustible materials.

1412.3 Vertical construction, combustible construction Types III, IV, and V. CM Required fire flow shall be provided at the commencement of vertical construction in accordance with the separation distance as specified in this section.

1412.3.1 Separation up to 20 feet (6.1m). (CM) Where the structure is separated 20 feet (6.1m) or less from property lines against **adjacent** property **lines or assumed lot lines as defined by IBC 705**, that has an existing structure or otherwise can be constructed upon, a fire flow of no less than 100% of the required fire flow, including all required hydrant locations, shall be provided.

1412.3.2 Separation greater than 20 feet (6.1m) up to 60 feet (18.3m) (CM). Where the structure is separated greater than 20 feet (6.1m) and up to 60 feet (18.3m) from **adjacent** property lines **or assumed or lot lines as defined by IBC 705 .3** against property that has an existing structure or otherwise can be constructed upon**, a fire flow of no less than 50% of the required fire flow, and no less than 1,500 gpm shall be provided**. Sufficient hydrants to accommodate the required flow shall be provided, subject to approval by the *fire code official*.

1412.3.3 Separation greater than 60 feet (18.3m) (CM). Where the structure is separated greater than 60 feet (18.3m) from **adjacent** property lines **or assumed or lot lines as defined by IBC 705 .3** property that has an

existing structure or otherwise can be constructed upon, **fire flow shall no less than 1,500 gpm, shall be provided.** The provided in accordance with Section 1412.2. The fire hydrant(s) shall be within 300 feet of the structure protected.

1412.4 Vertical construction, non-combustible construction Types I and II. Fire flow is not required prior to commencing vertical construction of non-combustible construction buildings. Where combustible materials are delivered to the construction site, fire flow in accordance with Section 1412.3 shall be provided. When a standpipe per Section 1413 is provided, fire flow shall be provided in accordance with Section 1412.2.

1412.5 Combustible loading (stocking). Where combustible loading (stocking) of the building has been approved by the *fire code official*, the fire flow provided shall be equal to 100% of the fire flow required at the time of building occupancy.

1412.6 Occupancy of Building. Prior to occupancy of the completed building, the required fire flow shall be provided and flow tested to verify the water system's capability to supply the required fire flow. All acceptance testing shall be witnessed by the *fire code official*.

1412.7 Access. Access in accordance with Section 1410 shall be provided between all hydrants required by this section and the construction being protected.

2206.2.3

2206.2.3 Above-ground tanks located outside, above grade. Above-ground tanks shall not be used for the storage of Class I, II, or IIIA liquid motor fuels except as provided by this section. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority.

2301.3

2301.3 Construction documents. At the time of building permit application for new structures designed to accommodate high-piled storage or for requesting a change of occupancy/use, and at the time of application for a storage permit, plans and specifications shall be submitted for review and approval. In addition to the information required by the International Building Code, the storage permit submittal shall include the information specified in this section. Following approval of the plans, a copy of the approved plans shall be maintained on the premises in an approved location. The plans shall include the following:

1. Floor plan of the building showing locations and dimensions of high-piled storage areas.
2. Usable storage height for each storage area
3. Number of tiers within each rack, if applicable.
4. Commodity clearance between top of storage and the sprinkler deflector for each storage arrangement.
5. Aisle dimensions between storage array.
6. Maximum pile volume for each storage array.
7. Location and classification of commodities in accordance with Section 2303.
8. Location of commodities which are banded or encapsulated.
9. Location of required fire department access doors.
10. Type of fire suppression and fire detection systems.
    a. For density/area fire sprinklers protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, square footage of the remote area, and the system design density. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.

b. For specific application sprinklers, such as large-drop and ESFR sprinklers, protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, the number of sprinkler heads in the remote area, and the minimum residual pressure provided at the most hydraulically demanding sprinkler head. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.

11. Location of valves controlling the water supply of ceiling and in-rack sprinklers.
12. Type, location, and specifications of smoke removal and curtain board systems.
13. Dimension and location of transverse and longitudinal flue spaces.
14. Additional information regarding design features, commodities, storage arrangement and fire protection features within the high-piled storage area shall be provided at the time of permit, when required by the *fire code official*.
15. Type of shelving material used, whether it is solid, slatted, or wire mesh.
16. Verification of sufficient fire flow provided for the building

2306.6.1.2

2306.6.1.2 Door size and type. Access doors shall not be less than 3 feet (914 mm) in width and 6 feet 8 inches (2032 mm) in height. Roll-up doors shall not be used ~~unless approved~~.

2308. 2.2

2308.2.2 Racks with solid shelving. Racks with solid shelving having an area greater than 20 square feet (1.86 m^2) ~~32 square feet (3 m^2)~~, measured between approved flue spaces at all four edges of the shelf, shall be in accordance with this section.

Exceptions:

1. Racks with mesh, grated, slatted, or similar shelves having uniform openings not more than 6 inches (152 mm) apart, comprised of at least 50 percent of the overall shelf area, and with approved flue spaces are allowed to be treated as racks without solid shelves.
2. Racks used for the storage of combustible paper records, with solid shelving, shall be in accordance with NFPA 13.

2403.9

2403.9 **Anchorage required.** Tents or membrane structures that require approval per Section 2403.2 or have more than one level ~~and their appurtenances~~ shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability sealed by a Nevada registered civil or structural engineer shall be furnished to the *fire code official* on request. The documentation shall include a wind load calculation based on ASCS – 7.1, 2005 edition with a Class B, 90 mph wind speed three second gust exposure, a snow load calculation with a snow load of 15 psf or defined snow mitigation, and a seismic load calculation where the loads shall be: 10 psf for the roof assembly, 25 psf for the floor assembly and 15 psf for exterior walls.

2701.4

2701.4 Retail and wholesale storage and display. For retail and wholesale storage and display of nonflammable solid and nonflammable or noncombustible liquid hazardous material in Group M occupancies and in storage in Group S occupancies, see Sections 2702 and 2703.11.

2701.5.1

2701.5.1 Hazardous Materials Management Plan. Where required by the *fire code official* and when the Maximum Allowable Quantity per control area is exceeded, an application for a permit shall include a Hazardous Material Management Plan (HMMP). The HMMP shall include a facility site plan designating the following:

1. Access to each storage and use area.
2. Location of emergency equipment.
3. Location of where liaison will meet emergency responders.
4. Facility evacuation meeting point locations.
5. The general purpose of other areas within the building.
6. Location of all above-ground and underground tanks and their appurtenances including, but not limited to, sumps, vaults, below-grade treatment systems and piping.
7. The hazard classes in each area.
8. Locations of all control areas and Group H occupancies.
9. Emergency exits.

2701.5.2

2701.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the *fire code official*, an application for a permit shall include an HMIS, such as Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other *approved* statement. The HMIS shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard Classification.
7. Amount in Storage.
8. Amount in use-*closed system*.
9. Amount in use-*open system*.
10. Aggregate quantities per control area.
11. Site plan/Floor plan with designated control areas and details of 704 placard for facility and for each control area.
12. Sprinkler design criteria, if sprinklered.
13. Cabinets or exhausted enclosures.
14. NFPA 704 hazard numbers.

2702

RETAIL AND WHOLESALE. The sale of new or used goods to: consumers; retailers; industrial, commercial, institutional or professional users; or to other wholesalers.

2703.5

2703.5 Hazard Identification signs. Unless otherwise exempted by the *fire code official*, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the *fire code official*.

2703.5.1 Signage Rating Method. Where more than one chemical is present in a building or specific area, signs shall be provided using one of the following methods:

(1) *Composite Method.* Where many chemicals are present, a single sign shall summarize the maximum ratings contributed by the material(s) in each category and the special hazard category for the building and/or the area.
(2) *Individual Method.* Where only a few chemicals are present or where only a few chemicals are of concern to emergency responders (taking into account factors including physical form, hazard rating, and quantity), individual signs shall be displayed. The chemical name shall be displayed below each sign.
(3) *Composite-Individual Combined Method.* A single sign shall be used to summarize the ratings via the Composite method for buildings or other numerous chemicals. Signs based on the individual Method shall be used for rooms or smaller area within the building containing small numbers of chemicals.

~~2703.5.1~~ **2703.5.2 Markings.** Individual containers, cartons, or packages shall be conspicuously marked or labeled in an approved manner. Rooms or cabinets containing compressed gases shall be conspicuously labeled: COMPRESSED GAS.

2703.8.3.5

2703.8.3.5 Hazardous materials in *retail and wholesale* Group M display and storage areas and in retail and wholesale Group S storage areas. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials allowed within a single *control area* of a *retail and wholesale* Group M display and storage area or a retail and wholesale Group S storage area is allowed to exceed the *maximum allowable quantities per control* area specified in Tables 2703.1.1(1) and 2703.1.1(2) without classifying the building or use as a Group H occupancy, provided that the materials are displayed and stored in accordance with Section 2703.11.

2703.8.8

2703.8.8 Hazardous Materials Information Storage. When required by the *fire code official* new or existing buildings or facilities containing hazardous materials in quantities exceeding the maximum allowable quantity per control area, a KNOX Cabinet Series 1300., 7 inch depth with dual locks and rain hood part number 1201 shall be installed in an *approved* location.

2703.11

2703.11 Retail and wholesale Group M storage and display and retail and wholesale Group S storage. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials allowed within a single *control area* of a retail and wholesale Group M display and storage occupancy, or an outdoor *control area*, or stored in a single *control area* of a retail and wholesale Group S storage occupancy, is allowed to exceed the *maximum allowable quantities per control* area indicated in Section 2703.1 when in accordance with Sections 2703.11.1 through 2703.11.3.10.

2703.11.1.1

2703.11.1.1. Table 2703.11.1 shall not be applicable to mixed occupancies which include either an A, E, I, or R occupancy.

Exception: Single-story buildings.

3001.1

3001.1 **Scope.** Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with this chapter, including those gases regulated elsewhere in this code. Partially full compressed gas containers, cylinders or tanks containing residual gases shall be considered as full for the purposes of the controls required.

Exceptions:

1. Gases used as refrigerants in refrigeration systems (see Section 606).
2. Compressed natural gas (CNG) for use as a vehicular fuel shall comply with Chapter 22, NFPA 52 and the International Fuel Gas Code.

Cutting and welding gases shall also comply with Chapter 26.

Cryogenic fluids and liquid CO^2 shall comply with Chapter 32. Liquefied natural gas for use as a vehicular fuel shall also comply with NFPA 52 and NFPA 59A.

Compressed gases classified as hazardous materials shall also comply with Chapter 27 for general requirements and chapters addressing specific hazards, including Chapters 35 (Flammable Gases), 37 (Highly Toxic and Toxic Materials), 40 (Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids) and 41 (Pyrophoric Materials).

LP-gas shall also comply with Chapter 38 and the International Fuel Gas Code.

3006.5

3006.5 Medical gas system plan submittal. Plans and specifications shall be submitted for review and approval. Following approval of the plans, a copy of the approved plans and permit shall be maintained on the premises in an approved location. As required by the *fire code official*, the plans shall include the following:

1. Project name, street address and owners name.
2. Contractor name, address, phone number, license numbers (City, State Contractor and State Fire Marshal).
3. Signature of the licensee (contractors Master or Qualified Employee) or seal and signature of a Professional Engineer licensed in the state of Nevada.
4. Code edition of standards used in the design.
5. System classification (Level).
6. When used - gas type, container size and quantity.
7. Symbol legend with equipment description (manufacture's name and model number) and mounting description (surface, semi-flush, flush, and exterior).
8. Site plan.
9. Floor plan drawn to an indicated scale (1/8" minimum) on sheets of a uniform size showing:
    a. Point of compass (north arrow).
    b. Walls, doors, windows, openings, stairs, elevators, passageways, high-piled storage racks, etc., as applicable to depict the facility.
    c. Room use identification labels.
    d. Gas, air and vacuum piping distribution systems, manifolds, sizes and material types. Piping hangers and slopes.
    e. Valves and valve boxes, outlets, gages and other components.
    f. Electrical warning systems (local and master alarm panels), conductor/conduit routing and size, power panel and circuit connection.
    g. Key plan.
    h. Compressor inlet location and vacuum exhaust outlet location.
    i. For interior gas supply rooms provide construction fire ratings, ventilation and fire sprinkler information.
10. Product data submittal including a cover index sheet listing products used by make and model number, manufacturer data sheets (highlighted or marked) and listing information for all equipment, devices, and materials.
11. Design number and detail of penetration fire stop system when required.
12. Verification & inspection requirements.
13. Name of independent medical gas testing agency to certify the system.
14. Any additional information determined necessary.

3006.6

3006.6 Medical gas systems, testing. Hyperbaric systems and medical gas systems required by NFPA 99 to be verified by person other than the installing contractor shall be certified by an independent medical gas testing agency prior to use of the system. The independent medical gas inspector shall hold a current NITC certification and Nevada State Fire Marshal certification as a medical gas inspector. The *fire code official* may witness any or all testing. Copies of the system certification shall be provided to the *fire code official*.

3301.1.3

Section 3301.1.3 Fireworks The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 3304.
2. Manufacturer, assembly and testing of fireworks as allowed in Section 3305.
3. The use of fireworks for fireworks displays as allowed in Section 3308.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-185, for consumer fireworks.
5. The possession, storage, use, handling, and sale of consumer safe and sane fireworks in accordance with the current "Fire Prevention Association of Nevada Guidelines for Fireworks".

3301.2.2

3301.2.2 Sale and retail display. ~~No person shall construct a retail display nor offer for sale explosives, explosive materials, of fireworks upon highways, sidewalks, public property, or in Group A or E occupancies~~. All sales and retail displays of fireworks and explosives are prohibited.

Exception: Consumer fireworks 1.4G (safe and sane) offered for sale at portable retail fireworks stands that are in accordance with the current "Fire Prevention Association of Nevada Guidelines for Fireworks".

3301.2.4

3301.2.4 Financial Responsibility. Before a permit is issued, as required by Section 3301.2, the applicant shall file with the jurisdiction a ~~corporate surety bond in the principal sum of $100,000 or a public liability insurance policy for the same amount~~ valid certificate of insurance complying with Section 105.1.4.1 in the amount of $5,000,000.00, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater ~~or lesser~~ amount when, in his or her opinion, conditions at the location of use indicate a greater ~~or lesser~~ amount is required. ~~Government entities shall be exempt from this bond requirement.~~

3301.2.4.1

3301.2.4.1 Blasting. Before approval to do blasting is issued, the applicant for approval shall ~~file a bond or~~ submit a certificate of insurance as specified in Chapter 1 in such form, amount and coverage as determined by the legal

department of the jurisdiction to be adequate in each case to indemnify the jurisdiction against any and all damages arising from permitted blasting.

3301.2.4.2

3301.2.4.2 Fireworks Display. The permit holder shall furnish a ~~bond or~~ certificate of insurance as specified in Chapter 1 ~~in an amount deemed adequate by the *fire code official*~~ for the payment of all potential damages to a person or persons or to property by reason of the permitted display, and arising from any acts of the permit holder, the agent, employees or subcontractors.

3301.5

3301.5 Supervision. The *fire code official* is authorized to require operations permitted under the provisions of Section 3301.2 to be supervised at any time by the *fire code official* in order to determine compliance with all safety and fire regulations. *Fire code official*(s) or approved designee(s) shall be required for all productions where pyrotechnic special effects are used.

3303.8

3303.8 Shot reports. Shot reports shall be maintained for every blast and for every pyrotechnical event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:

1. Date and time of the blast or pyrotechnical event.
2. Company name and contact information.
3. Location of the blast or pyrotechnical event.
4. Weather conditions including temperature and wind speed.
5. Quantity and description of all materials used.
6. A list of any un-spent or misfired products.
7. A list of all personnel present.
8. The license type and card number of the blaster or shooter.
9. The signature of the blaster or shooter in charge.
10. For blasting operations the report shall include the seismic data.

3304.1

3304.1 General. Storage of explosives and explosives materials, small arms ammunition, small arms primers, propellant-actuated cartridges, and smokeless propellants in magazines shall comply with the provisions of this section. Explosive materials shall be stored only in areas with appropriate zoning and use permits as required by the planning or zoning authority, and shall be subject to the approval of the *fire code official*.

3304.6.5

3304.6.5 Signs and placards. Property upon which Type 1 magazines and outdoor magazines of Types 2, 4 and 5 are located shall be posted with signs stating: NO SMOKING and EXPLOSIVES—KEEP OFF. These signs shall be of contrasting colors with a minimum letter height of 3 inches (76 mm) with a minimum brush stroke of ½ inch (12.7 mm). The signs shall be located to minimize the possibility of a bullet shot at the sign hitting the magazine.

3304.6.5.2 Placards. Type 5 magazines containing Division 1.5 blasting agents shall be prominently placarded during storage as required during transportation by DOTn 49CFR, Part 172 and DOTy 27 CFR, Part 55. All other magazines shall be labeled with the hazard classification only.

3304.7.1

3304.7.1 Security. Magazines shall be kept locked in the manner prescribed in NFPA 495 at all times except during placement or removal of explosives, inventory, or inspection. In addition to the locking requirements the following security measures shall be required at all explosives storage locations.

1. The entire magazine site shall be fenced. The fence shall be a minimum of 8 feet in height and constructed of non-combustible materials.

   Exception: Indoor storage locations shall be secured in a manner approved by the *fire code official*.

2. All outdoor explosives magazines and storage sites shall be equipped with an approved centrally monitored security system.

   Exception: For temporary installations with a duration of less than 30 days, 24 hour manned security guards may be used in lieu of the centrally monitored security system when approved by the *fire code official*.

3305.1

3305.1 General. The manufacture, assembly and testing of explosives, ammunition, blasting agents and fireworks is prohibited ~~shall comply with the requirements of this section and NFPA 495 or NFPA 1124.~~

Exceptions:

1. The hand loading of small arms ammunition prepared for personal use and not offered for resale.
2. The mixing and loading of blasting agents at blasting sites in accordance with NFPA 495.
3. The use of binary explosives or plosophoric materials in blasting or pyrotechnic special effects applications in accordance with NFPA 495 or NFPA 1126.

4. Subject to approval of the fire code official and obtaining proper approvals from the planning and zoning authority.

3307.3

3307.3 Blasting ~~in congested areas.~~ When blasting is done in ~~a congested area or~~ in close proximity to a structure, railway or highway, development, quarry, or any other installation, precautions shall be taken to minimize earth vibrations and air blast effects. Blasting mats or other protective means shall be used to prevent fragments from be thrown.

3307.3.1 Blasting activities. The blasting contractor shall comply with the following requirements in connection with all blasting activities:

1. All blasts shall be monitored at the nearest structure by a third party engineering firm. Such monitoring shall be done by a seismologist using a certified, annually calibrated, seismic monitor that shall be capable of measuring blast-induced vibration and blast-induced sound levels.
2. A minimum of two seismographs shall be used to obtain data from each blast as required by the *fire code official*.
3. The maximum ground-borne vibrations shall not exceed a single component peak particle velocity (vector sum) of 0.5 inches per second at the nearest structure.
4. The maximum airblast shall not exceed 120 db at the nearest structure.
5. Monitoring results shall be reported to the *fire code official* within 48 hours in a manner prescribed by the *fire code official*.
6. The blasting contractor shall provide a minimum of 72 hours prior written notice to all residences, property owners, businesses, and public uses within 2500 feet of the blasting area. The manner, form, and content of any such notice shall be subject to the approval of the *fire code official*.
7. For utility notification see 3307.5.
8. The blasting contractor shall notify the fire department and fire dispatch a minimum of two (2) hours prior to each blast, and immediately following each blast in a manner prescribed by the *fire code official*.
9. The blasting contractor shall provide for pre-blast, project duration, and post blast inspections of neighboring properties within 300 feet from the nearest blast hole, upon which are located structures in close proximity to the blasting area, or when otherwise required by condition of the *fire code official*. These inspections must be completed by a third party engineering firm.
10. A traffic and access control plan shall be provided when blasting activities are conducted within 100 feet of any public roadway, or when required by the *fire code official.* The plan shall include warning signage, flagging, temporary road closures, and detour routes. This plan may be subject to the approval of the local law enforcement, of traffic enforcement agency.
11. The blasting contractor shall be responsible for removing and cleaning up any blast-related debris from the blast site and adjacent properties.

Exception: These requirements may be modified by the *fire code official*.

3307.3.2 Permit Requirements. A permit is required for the storage and or use of explosives, and for any proposed excavation or development activity that will involve blasting. The permit must be obtained by the blasting contractor prior to the beginning of any drilling or blasting activities. The application shall be made to the fire department in

such a form and detail as described by the *fire code official*. Applications for permits shall be accompanied by plans detailing the proposed blasting activities as required by the *fire code official*.

3307.4

3307.4 Restricted hours. ~~Surface b~~Blasting operations shall be limited to the hours of 8 a.m. to 4 p.m., Monday through Friday,~~. only be conducted during daylight hours between sunrise and sunset. Other blasting shall be performed during daylight hours~~ unless otherwise approved by the *fire code official*.

3307.5

3307.5 Utility Notification. ~~Whenever blasting is being conducted in the vicinity of utility lines or right-of-way, the blaster shall notify the appropriate representatives of the utilities at least 24 hours in advance of blasting, specifying the location and intended time of such blasting. Verbal notices shall be confirmed with written notice.~~ The blasting contractor shall contact "Call Before You Dig" to obtain a utility notification dig-ticket number a minimum of 48 hours prior to commencing any drilling or blasting activities. A copy of the dig ticket shall be provided to the *fire code official* upon request.

3307.6

3307.6 Electric or electronic detonator precautions. Precautions shall be taken to prevent accidental discharge of electric or electronic detonators from currents induced by radar and radio transmitters, lightning, adjacent power lines, dust and snow storms, or other sources of extraneous energy.

3307.13

3307.13 ~~Firing Control~~ Pre-blast procedures. No blast shall be fired until: ~~the blaster had made certain that all surplus explosive materials are in a safe place in accordance with Section 3307.10, all persons and equipment are at a safe distance or under sufficient cover and that an adequate warning signal has been given.~~

1. The blaster has made certain that all surplus explosives materials are in a safe place in accordance with Section 3307.10 and;
2. All construction workers and equipment are at a safe distance and;
3. Seismic monitor(s) are set up and;
4. All access to the blast site has been shut down and secured and;
5. Communication has been set up between the blaster in charge and those persons securing the blast site and;
6. That adequate warning signals have been given.

3307.13.1

3307.13.1 Warning Signals. Warning signals shall be given to alert construction workers on or near a blast site that a blast is going to occur.

1. A warning signal shall be given five minutes prior to the blast and;
2. A warning signal shall be given one minute prior to the blast and;
3. A warning signal shall be given following the blast in accordance with 3307.14 (4).

3307.14

3307.14 Post-blast procedures. After the blast, the following procedures shall be observed.

1. No *person* shall return to the blast area until allowed to do so by the blaster in charge.
2. The blaster shall allow sufficient time for smoke and fumes to dissipate and for dust to settle before returning to or approaching the blast area.
3. The blaster shall inspect the entire blast site for misfires before allowing other personnel to return to the blast area.
4. The blaster shall sound an all clear warning signal in accordance with 3307.13.1

3308.1

3308.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with the *fire code official's* guidelines, Sections 3308.2 through 3308.10, and NFPA 1123, ~~or~~ NFPA 1126, or NFPA 160.

3404.2.13.1.3

3404.2.13.1.3 Out of service for one year. Underground tanks that have been out of service for a period of one year shall be removed from the ground in accordance with Section 3404.2.14 ~~or abandoned in place in accordance with Section 3404.2.13.1.4.~~ Coordination and compliance with Environmental Health Division of Clark County Health District for tank removal is the responsibility of the owner and contractor.

3404.2.13.1.4

~~**3404.2.13.1.4 Tanks abandoned in place.** Tanks abandoned in place shall be as follows:~~

~~1. Flammable and *combustible liquids* shall be removed from the tank and connected piping.~~
~~2. The suction, inlet, gauge, vapor return and vapor lines shall be disconnected.~~
~~3. The tank shall be filled completely with an approved inert solid material.~~
~~4. Remaining underground piping shall be capped or plugged.~~
~~5. A record of tank size, location and date of abandonment shall be retained.~~
~~6. All exterior above-grade fill piping shall be permanently removed when tanks are abandoned or removed.~~

3404.5

3404.5 Generator and Fire Pump Diesel Fuel Tanks.

3404.5.1 Exterior Installations. Exterior installations shall be in accordance with Sections 3404.5.1.1 through 3403.5.1.3.

3404.5.1.1 Tanks containing 240 gallons (908.5 L.) of fuel or less. Tanks containing 240 gallons (908.5 L.) of fuel or less shall comply with Chapter 34 be listed and labeled as secondary containment tanks in accordance with UL 142.

3404.5.1.2 Tanks containing more than 240 gallons (908.5 L.) up to 500 gallons (1893 L.) of fuel. Tanks containing more than 240 gallons (908.5 L.) up to 500 gallons (1893 L.) of fuel shall comply with Chapter 34 and either Section 3404.5.1.2.1 or Section 3404.5.1.2.2.

3404.5.1.2.1 Secondary containment and enclosure requirement. Tanks shall be listed and labeled as a secondary containment tank in accordance with UL 142, and be provided with an *approved* protective enclosure complying with Sections 3404.5.1.2.1.1 and 3404.5.1.2.1.2.

3404.5.1.2.1.1 Protective enclosure construction. When approved by the *fire code official*, the methods described in this section are acceptable as bullet-resistant construction. The steel and wood dimensions indicated are actual thicknesses. Concrete block and brick dimensions indicated are the manufacturer's represented thicknesses. The height of the protective enclosure shall be a minimum of 18 inches above the height of the tank.

1. Exterior of 5/8-inch (15.9 mm) steel, lined with an interior of any type of nonsparking material.
2. Exterior of 1/2-inch (12.7 mm) steel, lined with an interior of not less than 3/8-inch (9.5 mm) plywood.
3. Exterior of 3/8-inch (9.5 mm) steel, lined with an interior of 2 inches (50.8 mm) of hardwood.
4. Exterior of 3/8-inch (9.5 mm) steel, lined with an interior of 3 inches (76.2 mm) of softwood or 21/4 inches (57.2 mm) of plywood.
5. Exterior of 1/4-inch (6.4 mm) steel, lined with an interior of 3 inches (76.2 mm) of hardwood.
6. Exterior of 1/4-inch (6.4 mm) steel, lined with an interior of 5 inches (127 mm) of softwood or 51/4 inches (133.4 mm) of plywood.
7. Exterior of 1/4-inch (6.4 mm) steel, lined with an intermediate layer of 2 inches (50.8 mm) of hardwood and an interior lining of 11/2 inches (38.1 mm) of plywood.
8. Exterior of 3/16-inch (4.8 mm) steel, lined with an interior of 4 inches (101.6 mm) of hardwood.
9. Exterior of 3/16-inch (4.8 mm) steel, lined with an interior of 7 inches (177.8 mm) of softwood or 63/4 inches (171.4 mm) of plywood.
10. Exterior of 3/16-inch (4.8 mm) steel, lined with an intermediate layer of 3 inches (76.2 mm) of hardwood and an interior lining of 3/4-inch (19.1 mm) of plywood.
11. Exterior of 1/8-inch (3.2 mm) steel, lined with an interior of 5 inches (127 mm) of hardwood.
12. Exterior of 1/8-inch (3.2 mm) steel, lined with an interior of 9 inches (228.6 mm) of softwood.
13. Exterior of 1/8-inch (3.2 mm) steel, lined with an intermediate layer of 4 inches (101.6 mm) of hardwood and an interior lining of 3/4-inch (19.1 mm) plywood.
14. Exterior of any type of fire-resistant material which is structurally sound, lined with an intermediate layer of 4 inches (101.6 mm) of solid concrete block or 4 inches (101.6 mm) of solid brick or 4 inches (101.6 mm) of solid concrete, and an interior lining of 1/2-inch (12.7 mm) plywood placed securely against the masonry lining.
15. Standard 8-inch (203.2 mm) concrete block with voids filled with a well-tamped sand/cement mixture.
16. Standard 8-inch (203.2 mm) solid brick.

17. Exterior of any type of fire-resistant material which is structurally sound, lined with an intermediate 6-inch (152.4 mm) space filled with well-tamped dry sand or a well-tamped sand/cement mixture.
18. Exterior of 1/8-inch (3.2 mm) steel, lined with a first intermediate layer of 3/4-inch (19.1 mm) plywood, a second intermediate layer of 35/8 inches (92.1 mm) of a well-tamped dry sand or sand/cement mixture and an interior lining of 3/4-inch (19.1 mm) plywood.
19. Exterior of any type of fire-resistant material, lined with a first intermediate layer of 3/4-inch (19.1 mm) plywood, a second intermediate layer of 35/8 inches (92.1 mm) of a well-tamped dry sand or sand/cement mixture, a third intermediate layer of 3/4-inch (19.1 mm) plywood, and a fourth intermediate layer of 2 inches (50.8 mm) of hardwood or not less than 0.068 inch (1.7 mm) of steel and an interior lining of 3/4-inch (19.1 mm) plywood.
20. Eight-inch-thick (203.2 mm) solid concrete.

3404.5.1.2.1.2 Protective enclosure doors. Doors shall be bullet resistant as specified in Section 3404.5.1.2.1.1. Hinges and hasps shall be attached to the doors by welding, riveting, or bolting with nuts on the inside of the door. Hinges and hasps shall be installed in such a manner that they cannot be removed when the doors are closed and locked.

Exception: Doors not facing the public way.

3404.5.1.2.2. Protected secondary containment tanks. Tanks shall be listed and labeled as 2 hour protected secondary containment tanks in accordance with UL 2085.

3404.5.1.3 Tanks containing more than 500 gallons (1893 L.) of fuel. Tanks containing more than 500 gallons (1893 L.) of fuel shall comply with Chapter 34 and shall be listed and labeled as 2 hour protected secondary containment tanks in accordance with UL 2085.

3404.5.1.4 Separation distances. A protected aboveground tank shall be separated from property lines, important buildings, public ways, and other tanks in accordance with 2008 NFPA 30 Section 22.4.

3404.5.2 Interior Installations. Interior installations of aboveground fuel tanks shall comply with Chapters 27 and 34.

3406.2.4

3406.2.4.4 Locations where above-ground tanks are prohibited. CD The storage of class I, ~~and~~ II, and class III liquids in above-ground tanks outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited. (see Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).~~

Exception: When approved by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

3406.5.4.5

***3406.5.4.5 Commercial, industrial, governmental or manufacturing.** Dispensing of ~~Class II and III~~ motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or

manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with the following:

1. Dispensing shall occur only out of mobile fueling vehicles that have been issued a permit to dispense fuel and only at sites that have been issued a permit to conduct mobile fueling.

*2 – 25 remain unchanged.

3506.2

3506.2 Limitations. Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited. (see Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).~~

> **Exception**: When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

3804.2

3804.2 Liquefied petroleum gas storage containers. CD Maximum capacity within established limits. Within the limits established by law restricting The storage of liquefied petroleum gas for the protection of heavily populated or congested areas the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L) is prohibited.

> **Exception**: In particular installations, this capacity limit shall be determined by the *fire code official,* after consideration of special features such a topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and capabilities of the local fire department.
>
> When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

4603.6

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code. When required by the *fire code official*, when a fire alarm control unit is upgraded, or when a fire alarm control unit is replaced by a different model, the fire alarm system shall be upgraded in accordance with Sections 4603.6.1 through 4603.6.7 and

provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

Exception: Occupancies with an existing previously approved fire alarm system.

4604.23

4604.23 Egress path markings. Existing buildings of Groups A,B,E,I, M and R-1 having occupied floors more than 75 55 feet (22 860 mm) (16 764 mm) above the lowest level of fire department vehicle access shall be provided with luminous *egress* path markings in accordance with Section 1024.

47

Chapter 47 REFERENCED STANDARDS, NFPA,

22	03	08	Water Tanks for Private Fire Protection.....507.2.2
54		06	National Fuel Gas Code

Appendix B

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family *dwelling*s shall be as specified in Table B105.1.

Exceptions: A reduction in required fire flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1.

1. When a building is provided with an approved NFPA 13 or NFPA 13R automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.
2. A reduction in the required fire flow of 25% is permitted in buildings with any of the following:
    a. floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access;
    b. Buildings containing high-piled combustible storage protected by other than ESFR fire sprinklers; OR
    c. Flammable/combustible liquids in excess of the maximum allowable quantity; OR
    d. Hazardous materials in excess of the maximum allowable quantity.
3. A reduction in the required fire flow of 50% is permitted in buildings with high-piled combustible storage protected by ESFR fire sprinklers.
4. The resulting fire flow for all buildings shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1

Appendix C

Delete Existing Appendix C Text and Replace with the Following:

Section C101

General

C101.1 Scope. Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, as required by Section 507. Design shall comply with the Clark County Uniform Design and Construction Standards (UDACS) for public installations or NFPA 24 for private installations, as applicable.

Section C102

Location

C102.1 Fire hydrant locations. Fire hydrants shall be provided along required fire apparatus access roads

C102.2 Intersections. The spacing of fire hydrants shall start by placing fire hydrants at all intersections.

C102.3 R-3 Occupancies and single-family dwellings built under the IRC. In all residential areas (R-3 occupancies and single-family dwellings built under the IRC only), hydrants shall be spaced not to exceed 500 feet, or 600 feet if all homes are protected by approved automatic fire sprinkler systems.

C102.4 Distance from Hydrant to R-3 Occupancy and single-fmaily dwelling built under the IRC. The maximum distance from a one- or two-family dwelling to a fire hydrant shall not exceed 300 feet, as measured from an approved point on a street or road frontage to a fire hydrant. An approved point is defined as the property line furthest from the hydrant, at a right angle to the street.

C102.5 Commercial and Residential Occupancies other than R-3 and single-family dwelling built under the IRC. In all commercial and industrial areas, including multi-family R-1 and R-2 occupancies, hydrants shall be spaced not to exceed 300 feet, or 400 feet if all buildings are protected by approved automatic sprinkler systems.

C102.6 Distance to Dead-End Street. The maximum distance from a hydrant to the end of a dead-end street shall not exceed 200 feet.

C102.7 Distance to a Fire Department Connection (FDC). The maximum distance from a fire hydrant to a fire department connection (FDC) supplying fire sprinklers and/or standpipes shall not exceed 100 feet, as measured by an approved route. An approved route is defined as an unobstructed path of travel on which hose can easily be laid.

C102.8 Spacing Along Major Streets. Where streets are provided with median dividers, or have four or more travel lanes and a traffic count of more than 30,000 vehicles per day, hydrants shall be spaced at a maximum of 1,000 feet along both sides of the street; arranged on an alternating basis at 500–foot intervals.

C102.9 Hydrants Provided with New Water Mains. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide water for transportation hazards

C102.11 Hydrant Clearances from Structures. No fire hydrant shall be located within 6 feet of a driveway, power pole, light standard, or any other obstruction. For wall, fence and planter locations, a perimeter around the hydrant measuring a minimum of 3 feet from its exterior shall be maintained clear of all obstructions at all times.

C102.12 Hydrant set-back from curbs. Fire hydrants shall be located 4 feet to 7 feet from the back of curb. Where it is not possible to locate the hydrant a minimum of 4 feet from the back of the curb, the hydrant shall be protected against vehicular impact in accordance with Section 312.

C102.13 Hydrant Pad. A concrete pad, with minimum dimensions of 3 feet by 3 feet, with a minimum depth of 10 inches, shall be provided at each fire hydrant.

Section C103

Approved Fire Hydrants

C103.1 Scope. Hydrants that are proposed for installation in public water systems shall be in accordance with approved fire hydrants as allowed by the water purveyor. Hydrants proposed for installation on private water systems shall be in accordance with approved fire hydrants as allowed by the Fire Department.

Section C104

Supply and Underground Mains

C104.1 Supply points. Two sources of water supply are required whenever 4 or more fire hydrants and/or sprinkler lead-ins are installed on a single system.

C104.2 Sectional Control Valves. Sectional control valves shall be installed so that no more than 2 fire hydrants and/or 2 sprinkler lead-ins can be out of service due to a break in a water main.

C104.3 Minimum Size of Line. Supply lines feeding fire hydrants shall have a minimum diameter of 6 inches, with a dead-end maximum length of 150 feet of 6-inch underground pipe supplying only one hydrant.

C104.4 Pressure Rating. Underground piping shall have a minimum working pressure of 150 psi. Underground piping connected to a fire pump or a Fire Department Connection (FDC) shall have a minimum working pressure of 200 psi.

C104.5 Restraint. All underground water lines shall be restrained in accordance with applicable codes and standards.

C104.6 Listings. All on-site underground water mains and materials shall be U.L. listed, A.W.W.A. compliant , and shall be rated for the appropriate working pressure.

Section C105

Satisfying Fire Flow Requirements

(in Accordance with Appendix B)

C105.1 Minimum number of hydrants. The minimum number of fire hydrants required to meet the fire flow shall be based on a maximum flow of 1,000 gallons per minute per hydrant. All hydrants utilized in providing the fire flow shall be within 750 feet of the structure being protected as measured along the street or approved fire apparatus access road.

> **Exception:** In unincorporated Clark County and the City of Las Vegas the maximum flow per hydrant shall be 1,500 gallons per minute.

C105.2 Hydrants on adjacent properties. Fire hydrants on adjacent properties shall not be considered unless fire apparatus access roads extend between properties and recorded easements are established.

C105.3 Hydrants across major streets and highways . All hydrants being utilized to deliver fire flow to the proposed development shall be located on the same side of the street as the proposed development.

Section C106

Construction Operations

C106.1 Construction Hydrants. Hydrants shall be provided for construction in accordance with Section 1412.

C106.2 Placing hydrant out of service. If during construction it becomes necessary to close any control valve or place a hydrant out of service, approval shall be obtained from the Fire Department prior to placing the hydrant out of service.

Section C107

Hydrant Markings

C107.1 Hydrant Markings. Hydrants shall be painted safety yellow for public and safety red for private, shall have their location marked in the adjacent fire access lane by a blue reflective pavement marker and shall have red painted curbs 15 feet in each direction. Hydrant markings shall be in accordance with Section 507.

C107.2 Hydrant Marking Maintenance. Hydrant marking shall be maintained in accordance with Section 507.

Appendix E

E102.2.2.4 Radioactive materials. Examples include more than 100 radioisotopes in common usage in various medical, academic and industrial test and measuring situations. Most emit beta and gamma radiation. Some emit alpha radiation also. Some emit beta and gamma exclusively.

Table E-1 indicates the type of radiation each isotope emits.

TABLE E-1—RADIATION EMITTED FROM ISOTOPES[1]

ericium-241 α, y	Dysprosium-165 β,y	Krypton-85 β, y	Praseodymium-143 β	Technetium-99m y
Antimony-122 β, y	Dysprosium-166 β, y	Krypton-87 β, y	Promethium-147 β	Technetium-99 β
Antimony-124 β	Erbium-169 β, y	Lanthanuin-140 β, y	Promethium-149 β, y	Tellurium-125m y
Antimony-125 β, y	Erbium-171 β, y	Lead-210 α, β, y,	Radium-226 α, y	Tellurium-127m β, y
Arsenic-73 y	Europium-152 9.2h β, y	Lutetium-177 β,y	Rhenium-185 β, y	Tellurium-127 β, y
Arsenic-74 β,7	Europium-152m β, y	Manganese-52 β, y	Rhenium-188 β, y	Tellurium-129m β, y
Arsenic-76 β, y	Europium-154 β, y	Manganese-54 y	Rhodium-103m y	Tellurium-129 β, y
Arsenic-77 β,y	Europium-155β, y	Manganese-56 β, y	Rhodium-105 β, y	Tellurium-131m β, y
Barium-131 y	Fluorine-18 β, y	Mercury-197m y	Rubidium-81 β, y	Tellurium-132 β, y
Barium-133 y	Gadolinium-153 y	Mercury-197 y	Rubidium-86 β, y	Terbium-160 β, y
Barium-140 β, y	Gadolinium-159 β, y	Mercury-203 β, y	Rubidium-87 β	Thallium-200 y
Beryllium-7, ϒ	Gallium-67 y	Molybdenum-99 β, y	Ruthenium-97 y	Thallium-201 y
Bismuth-210 α, β, 7	Gallium-72 β, y	Neodymium-147 β, y	Ruthenium-103 β, y	Thallium-202 y
Bromine-82 β, y	Germanium-71 y	Neodymium-149 β, y	Ruthenium-105 β, y	Thallium-204 β, y
Cadmium-109 y	Gold-198 β, y	Nickel-59 y	Ruthenium-106 β	Thorium (natural) α, y
Cadmium-115rn β, y	Gold-199 β, y	Nickel-63 y	Samarium-151 β, y	Thulium-170 β, y
Cadmium-115 β, y	Hafnium-181 β, y	Nickel-65 β, y	Samarium-153 β, y	Thulium-171 β, y
Calcium-45 β	Holmium-166 β, y	Niobium-93m y	Scandium-46 β, y	Tin-113 y
Calcium-47 β, y	Hydrogen-3 β	Niobium-95 β, y	Scandium-47 β, y	Tin-125 β, y
Carbon-14 β	Indium-111 y	Niobium-97 β, y	Scandium-48 β, y	Tungsten-181 y
Cerium-141 β, y	Indium-113m y	Osmium-185 y	Selenium-75 y	Tungsten-185 β

Cerium-143 β, y	Indium-114m y	Osmium-191m y	Silicon-31 β, y	Tungsten-187 β, y
Cerium-144 β, y	Indium-115m β, y	Osmium-191 β, y	Silver-105 y	Uranium (natural or
Cesium-131 β	Iodine-123 y	Osmium-193 β, y	Silver-110m β, y	
Cesium-134m β,y	Iodine-125 y	Palladium-103 y	Silver-111 β, y	Uranium-233 α, y
Cesium-134 β, y	Iodine-126 β, y	Palladium-109 β, y	Sodium-22 β, y	Uranium-234 α, y
Cesium-135 β	Iodine-129 β, y	Phosphorus-32 β	Sodium-24 β, y	Uranium-235 α, y
Cesium-136 β, y	Iodine-131 β, y	Platinum-191 y	Strontium-85 y	Vanadium 48 β, y
Cesium-137 β, y	Iodine-132 β, y	Platinum-193m y	Strontium-89 β, y	Xenon-131m y
Chlorine-36 β, y	Iodine-133 β, y	Platinum-193 y	Strontium-90 β	Xenon-133 β, y
Chlorine-38 β, y	Iodine-134 β, y	Platinum-197m β, y	Strontium-91 β, y	Xenon-135 β, y
Chromium-51 y	Iodine-135 β, y	Platinum-197 β, y	Strontium-92 β, y	Ytterbium-175 β, y
Cobalt-57 y	Iridium-192 β, y	Plutonium-239 β, y	Sulphur-35 β	Yttrium-90 β, y
Cobalt-58m y	Iridium-194 β, y	Polonium-210 β, y	Tantalum-182 β, y	Yttrium-91 β, y
Cobalt-58 β, y	Iron-52 β, y	Potassium-42 β, y	Technetium-96 y	Yttrium-92 β, y
Cobalt-60 β, y	Iron-55 y	Potassium-43 β, y	Technetium-97m y	Yttrium-93 β, y
Copper-64 β, y	Iron-59 β, y	Praseodymium-142 β, y	Technetium-97 y	

[1] α= alpha radiaton

β = beta radiation

γ = gamma radiation

Appendix J

APPENDIX J

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM

SECTION J101

GENERAL

J101.1 Scope. Systems, components and equipment required to provide emergency responder radio coverage shall be in accordance with this appendix.

J101.2 Permit. Construction and operational permits shall be required as set forth in Section 105.6 and 105.7. ~~A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.~~

J101.2.1 Construction documents. Construction documents for emergency responder radio coverage systems shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the *fire code official*.

J101.2.2 Plans. Plans shall be submitted to the *fire code official* for review and *approval* prior to installation.

J101.2.2.1 Plan Submittals. Plan submittals shall include, but not be limited to all of the following:

a. A floor plan that indicates the use of all rooms, emergency responder radio coverage system equipment locations, power panel connections, raceway routing layout, conduit and conductor types and sizes, compliance with survivability criteria and locations of building access to the equipment.
b. A roof plan showing the location of antenna(s) including a line of site plan to agency transmitting and receiving antenna(s).
c. Schematic drawings of the electrical system, backup power, antenna system and other associated equipment.
d. Rack and equipment cabinet plans showing arrangement and configuration of emergency responder radio coverage system equipment.
e. System riser diagram(s).

J101.2.2.2 Data sheets. Manufacturer's data sheets shall be provided for equipment to be installed. Manufacturers' data sheets shall indicate model numbers and listing information for equipment, devices and materials.

J101.2.2.3 As-built documents. Any field changes that occur during construction shall be incorporated onto new as-built plans and data sheets. Plans shall be submitted to the *fire code official* and be *approval* prior to final inspections.

J101.2.3 Equipment. Systems and components shall be listed and approved for the purpose for which they are installed.

SECTION J102
DEFINITIONS

J102.1 Definitions. For the purpose this appendix, certain terms are defined as follows:

AGENCY. Any emergency responder department within the jurisdiction that utilizes radio frequencies for communication. This could include, but not be limited to, various public safety agencies such as fire department, emergency medical services and law enforcement.

DELIVERED AUDIO QUALITY (DAQ). A measure of audio quality over a transmission medium. This is a universal standard often cited in system designs and specifications.

DAQ 1: Unusable, speech present but unreadable.

DAQ 2: Understandable with considerable effort. Frequent repetition due to noise or distortion.

DAQ 3: Speech understandable with slight effort. Occasional repetition required due to noise / distortion.

DAQ 3.5: Speech understandable with repetition only rarely required. Some noise or distortion.

DAQ 4: Speech easily understood. Occasional noise or distortion.

DAQ 4.5: Speech easily understood. Infrequent noise or distortion.

DAQ 5: Speech easily understood.

DONOR ANTENNA. The outside antenna on the building where an emergency responder radio coverage system operates.

DONOR SITE. The repeater or base station site with which an emergency responder radio coverage system communicates.

DOWNLINK. The radio signal from the agencies base station transmitter to the portable pubic safety subscriber receiver.

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM. An emergency responder radio coverage system is a two-way radio communication system installed to assure the effective operation of radio communications systems for fire, emergency medical services or law enforcement agencies within a building or structure. A system used by firefighters, police, and other emergency services personnel.

SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL (SNACC). The SNACC overseas, manages, and maintains the fire and EMS radio system utilized by multiple jurisdictions in southern Nevada.

UPLINK. The radio signal from the portable public safety subscriber transmitter to the agencies base station receiver.

SECTION J103

TECHNICAL REQUIREMENTS

J103.1 System design. The emergency responder radio coverage system shall be designed in accordance with Sections J103.1.1 through J103.1.5.

J103.1.1 Amplification systems allowed. Buildings and structures that cannot support the required level of radio coverage shall be equipped with a radiating cable system, a distributed antenna system with Federal Communications Commission (FCC)-certified signal boosters or other system approved by the *fire code official* in order to achieve the required adequate radio coverage.

J103.1.1.1 Human exposure to radio frequency and electromagnetic fields. The system design, and installation, shall in no case exceed the FCC's OET 65 Standards.

J103.1.2 Technical criteria. The *fire code official* shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the inbound/outbound frequency pairs, ~~the various frequencies required, the location of radio sites,~~ the location and effective radiated power (ERP) of radio sites used by the emergency responder radio coverage system, the maximum propagation delay (in microseconds), and other supporting technical information.

J103.1.2.1 System radio frequencies. The emergency responder radio coverage system shall be capable of transmitting all public safety radio frequencies (700 and 800 Megahertz public safety bands) assigned to the agency, and be capable of using any modulation technology.

J103.1.2.2 Frequency changes. Systems shall be capable of upgrade, modification, or expansions in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC.

J103.1.2.3 Band migration capability. The signal booster shall include re-tunable or replaceable filters to accommodate rapid and economic passband changes in the event of mandatory FCC changes within the 806-824 and 851-869 MHz band. The use of non-adjustable and non-replaceable RF input and output filters is prohibited.

J103.1.2.6 Amplification Components. Systems shall be equipped with a radiating cable system and/or a distributed antenna system (DAS) with FCC certified signal boosters, or systems otherwise approved in order to achieve the required adequate radio coverage.

J103.1.2.7 Reliability Factor. The system shall be designed and capable of providing a 95% reliability factor.

J103.1.2.8 Isolation. Isolation shall be maintained between the donor antenna and all inside antennas and shall be a minimum of 15 db above the signal booster gain under all operating conditions.

J103.1.2.9 Monitoring. Monitoring shall be provided to annunciate the status of the system. A single supervisory signal shall be sent to the fire alarm control unit upon any off-normal condition. The following conditions shall be monitored:

a. Normal ac power
b. Active component trouble
c. Loss of normal ac power
d. Battery system trouble
e. Low battery capacity, at 70% of required capacity.

J103.1.3 Secondary power. The emergency responder radio coverage system shall be equipped with a secondary source of power. The secondary source of power shall be either a battery system or an emergency generator. The secondary power supply shall supply power automatically when the primary power source is lost. The secondary source of power shall be capable of operating the emergency responder radio coverage system for a period of at least 12 hours.

J103.1.3.1 Battery Systems. The active components of the installed system or systems shall be capable of operating on an independent battery system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of external power input.

J103.1.4 System Components. System components shall be in accordance with this section.

J103.1.4.1 Component Approval and Compatibility. Components utilized in the installation of the emergency responder radio coverage system, such as repeaters, transmitters, receivers, signal boosters, cabling, fiber distributed antenna systems shall be approved and shall be compatible with the agencies public safety radio systems.

J103.1.4.2 ~~J103.1.4~~ Signal booster component requirements. If used, signal boosters shall ~~meet the following requirements~~ be compatible with both analog and digital communications simultaneously at the time of installation.

1. All signal booster components shall be contained in a NEMA4-type waterproof cabinet.
2. The battery system shall be contained in a NEMA4-type waterproof cabinet.
3. ~~The system shall include automatic alarming of malfunctions of the signal booster and battery system. Any resulting trouble alarm shall be automatically transmitted to an approved central station or proprietary supervising station as defined in NFPA 72 or, when approved by the *fire code official*, shall should and audible signal at a constantly attended location.~~
4. ~~Equipment shall have FCC certification prior to installation.~~

J103.1.4.3 Filters. Filters shall be provided in accordance with this section.

J103.1.4.3.1 External Filters. Permanent external filters and attachments shall not be permitted except as permitted by J103.1.4.4.2.

J103.1.4.3.2 Reject filters. Notch filter sections shall be incorporated to minimize adjacent channel cellular and SMR (Nextel) degradation of the signal booster performance. The minimum downlink band adjacent band rejection shall be 35 dB or greater at 865 MHz and 870 MHz.

J103.1.4.3.3 Passive filters. Passive filter equipment shall have a passband of 700-900 Mhz, IP rating of 2 Ghz.

J103.1.4.3.4 Analog / Digital Capability. The system shall be 100% compatible with analog or digital modulations after installation without additional adjustment or modifications.

J103.1.4.3.5 Output Level control. An automatic output leveling circuit shall be included for both passbands with a minimum dynamic range of 60 dB, less any gain reduction setting, to maintain FCC out of band and spurious emission compliance.

J103.1.4.3.6 Cable. Cable shall have a passband of 700-900 MHz. Cable shall be fire plenum or riser rated.

J103.1.4.3.7 Degraded performance in emergencies: The system shall be designed to allow degraded performance in adverse conditions, such as abnormally high temperatures resulting from nearby fires, extreme voltage fluctuations or other abnormal conditions that may occur during an emergency. Circuits that intentionally disable the signal booster in such situations (i.e. under/over voltage, over/under current, over/under temperature, etc.) will not be implemented as the standard mode for public safety applications. It is the purpose of this specification to assure the maximum possible level of communications to public safety personnel depending upon the signal booster even to the extent of damaging the signal booster as long as some communications benefit can be provided during the emergency.

J103.1.4.3.8 Mode of Operation. The system shall be normally powered on and shall continuously provide passing of frequencies within the public safety bands.

J103.1.5 ~~Additional frequencies and change of frequencies. The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC.~~ Cabling. Cabling shall be in metal conduit, be metal-clad, or be otherwise enclosed in metal sheathing.

J103.2 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with Sections J103.2.1 through J103.2.5.

J103.2.1 Approval prior to installation. No amplification system capable of operating on frequencies or causing interference on frequencies assigned or licensed to any public safety agency by the FCC shall be installed without prior coordination and approval of the *fire code official*. The building manager/owner shall suspend and correct other equipment installations that degrade the performance of the public safety radio system or emergency responder radio coverage system.

J103.2.2 ~~Permit required. A construction permit, as required by Section 105.7.5 of the International Fire Code, shall be obtained prior to the installation of the emergency responder radio coverage system.~~ Licensing. All systems utilizing repeaters shall be FCC licensed under the agency's and SNACC system.

J103.2.3 Minimum qualifications of personnel. The minimum qualification of the system designer and lead installation personnel shall include:

1. A valid FCC-issued General Radio Operators License, and
2. Certification of in-building system training issued by a nationally recognized organization or school or a certification issued by the manufacturer of the equipment being installed.

The agency may waive these requirements upon successful demonstration of adequate skills and experience satisfactory to the *fire code official*.

J103.2.4 Commissioning Test. It is the building owner's responsibility to ensure that a commissioning test of the radio repeater or amplification system occurs prior to issuance of a certificate of occupancy for the building. The test shall ensure that two-way coverage on each floor of the building meets the minimum signal strength coverage requirements described in Section 510.2. At the conclusion of the testing a report which shall verify compliance with this section shall be submitted to the *fire code official*. A copy of this report shall be maintained on site.

J103.2.5 FCC compliance during testing. All testing must be done on frequencies authorized by the FCC. A valid FCC license will be required if testing is done on frequencies different from the police, fire or emergency medical frequencies. The installer shall coordinate with the *fire code official* the frequencies to be utilized during testing.

J103.2.6 ~~Acceptance~~ Commissioning test procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage is provided ~~on each floor of the building is a minimum of 90 percent. The test procedure shall be conducted as follows:~~

J103.2.6.1 General Building Areas. General building areas shall be tested to ensure coverage is provided at a minimum of 95 percent. The test procedure shall be conducted as follows:

1. Each 100,000 square foot sector ~~floor~~ of the building floor shall be divided into a grid of ~~20~~ 40 approximately equal areas. The maximum grid dimension shall be 50 feet, and the maximum grid size shall be 2,500 square feet.
2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system and a calibrated signal level recording system. Measurements of DAQ and signal strength shall be made in each grid area.
3. A maximum of two nonadjacent areas shall be allowed to fail the test.
4. In the event that three of the areas fail the test, in order to be more statistically accurate, the grid resolution may be doubled, so that ~~the~~ each 100,000 square foot sector of each floor may be divided into ~~40~~ 160 equal areas, each having a maximum dimension of 25 feet and a maximum area of 625 square feet. A maximum of ~~four~~ eight nonadjacent areas shall be allowed to fail the test. If the system fails the ~~40~~ 160-area test, the system shall be altered to meet the ~~90~~ 95-percent coverage requirement.
5. A test location approximately in the center of each grid area shall be selected for the test, then the radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail, and prospecting for a better spot within the grid area shall not be allowed.
6. Measurements shall be made with the antenna held in a vertical position at three (3) to four (4) feet above the floor. (Portable radio worn on the belt or turnout coat pocket).
7. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
8. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to insure spurious oscillations are not being generated by the subject installation and subsequent annual inspections.
9. A sweep test to measure the level of RF radiation shall be conducted to verify that the antennae system complies with FCC OET 65 Standards.

J103.2.6.2 Critical Areas. Critical areas shall be tested to ensure 100 percent coverage. The test procedure shall be conducted as follows:

1. Each 100,000 square foot sector ~~floor~~ of the building floor shall be divided into a grid of ~~20~~ 40 approximately equal areas. The maximum grid dimension shall be 50 feet, and the maximum grid size shall be 2,500 square feet.
2. All grids shall pass the test (failure is not an option).
3. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system and a calibrated signal level recording system. Measurements of DAQ and signal strength shall be made in each grid area.

4. A test location approximately in the center of each grid area shall be selected for the test, then the radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail, and prospecting for a better spot within the grid area shall not be allowed.
5. Measurements shall be made with the antenna held in a vertical position at three (3) to four (4) feet above the floor. (Portable radio worn on the belt or turnout coat pocket).
6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to insure spurious oscillations are not being generated by the subject installation and subsequent annual inspections.
8. A sweep test to measure the level of RF radiation shall be conducted to verify that the antennae system complies with FCC OET 65 Standards.

J103.2.7 FCC Compliance. The emergency responder radio coverage system installation and components shall also comply with all applicable federal regulations, including but not limited to, FCC 47 CFR 90.219.

J103.3 Maintenance. The emergency responder radio coverage system shall be maintained in accordance with Sections J103.3.1 through J103.3.5.

J103.3.1 Operational Maintenance. The emergency responder radio coverage system shall be maintained operational at all times.

J103.3.1.1 Maintenance contract. The owner is responsible for holding a maintenance contract with a company that is capable of providing emergency response 24 hours a day, 7 days a week.

J103.3.1.2 Maintenance records. Maintenance records shall be maintained on-site. Copies of all maintenance records shall be submitted to SNACC.

~~**J103.3.2 Permit required.** A construction permit, as required by Section 105.7.5x of the International Fire Code, shall be obtained prior to the modification or alteration of the emergency responder radio coverage system.~~

J103.3.3 Annual Testing and proof of compliance. The emergency responder radio coverage system shall be inspected and tested annually or whenever structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building coverage test as described in Section J103.2.4.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load for a period of one hour to verify that they will properly operate during an actual power outage. If within the one-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional one-hour periods until the integrity of the battery can be determined.
4. All other active components shall be checked to verify operation within the manufacturer's specifications.
5. At the conclusion of the testing a report which shall verify compliance with Section J103.3.4 shall be submitted to the *fire code official*. A copy of this report shall be maintained on-site

J103.3.4 Additional frequencies. The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

J103.3.5 Field testing. Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.

J103.4 Fire Department Radios. The owner shall provide the fire department with portable radios in accordance with this section.

J103.4.1 Number of radios. A minimum of two radios, and no less than one radio for every 1 million square feet of building area, shall be provided to the fire department.

J103.4.2 Radio model. Radios shall be Motorola Model XTS/XTL 5000, with lapel microphone.

J103.4.3 Warranty and ownership transfer. Warranty and ownership of the radios shall be transferred to the fire department upon successful completion of the acceptance test.

SECTION J104
REFERENCED STANDARDS

FCC 47 CFR 90.219 – 2007	Private Land Mobile Radio Services – Use of Signal Boosters	J103.2.5
FCC OET 65	FCC's Bulletin 65 Provides Guidelines for Human Exposure to Radio Frequency and Electromagnetic Fields.	J 103.1.1.1
ICC IFC -09	International Fire Code	J103.2.2, J103.3.2
NFPA 72 – 07	National Fire Alarm Code	J103.1.4

Appendix K

Appendix K

Proprietary Supervising Station Facilities

Section K101

General

K101.1 Scope. Proprietary supervising station facilities (self-monitoring facilities) shall meet all of the requirements of this appendix.

K101.2 Permit Required. The proprietary supervising station facility shall maintain an annual operational permit.

Section K102

Site Requirements

K102.1 Location. The proprietary supervising station shall be located in a property's Fire Command Center, or other approved location.

K102.1.1 Equipment. The approved location shall have at a minimum the following items:

1. A fire alarm annunciator that has appropriate control capabilities.
2. An all-call microphone and all-call evacuation switch.
3. Switches that activate the evacuation message, the investigation message (if applicable), and the all-clear message for the active alarm zones.
4. A printer that is provided with a secondary power source such as an uninterruptible power supply or other approved means.
5. Copy of the approved SOP as required by Section K104.

K102.2 Retransmission Means. Two means of retransmission shall be provided. The primary means of retransmission shall be a land-line telephone. The secondary means of retransmission shall be a dedicated cellular telephone.

Section K103

Personnel

K103.1 Qualifications. Proprietary supervising stations shall be operated by trained, competent personnel in constant attendance who are responsible to the owner of the protected property.

K103.1.1 Evidence of training. Annually the applicant shall certify in writing to the *fire code official* that all authorized personnel have received training in the recognition and proper handling of alarm signals. Evidence of annual training for each authorized personnel shall be provided when requested by the *fire code official*.

K103.2 Training. Operators shall be trained on a yearly basis either by the installing fire alarm contractor, by the fire alarm maintenance contractor, or by the manufacturer's representative of installed fire alarm system. Documentation of annual training shall be kept on site and available upon request of the *fire code official*.

Operators shall be trained on the following:

1. How to differentiate between a water flow alarm signal, a fire alarm signal, a fire supervisory signal, and a fire trouble signal.
2. The basic operations of the panel, including but not limited, to the following: signal acknowledgment, resetting of the fire alarm system, selection of evacuation zones, and activating of the evacuation, investigation (if applicable), and all-clear evacuation messaging.
3. The Standard Operating Procedures (SOP's) required by Section K104 for the facility.

K103.3 Number of personnel. At least two operators shall be on duty at all times. One of the two operators shall be permitted to be a runner.

Section K104

Standard Operating Procedures

K104.1 General. A Standard Operating Procedure (SOP) shall be submitted to the *fire code official* when applying for the required annual permit for proprietary supervising station facilities. The SOP shall outline procedures with regards to emergency procedures and the disposition of the alarm, supervisory, and trouble signals. The SOP shall include at a minimum the following items:

1. The number of operators that will be on duty at all times.
2. The location and the equipment found within the proprietary supervising station facility.
3. The facilities' procedures in handling alarm, supervisory, and trouble signals.
4. The following procedures if a positive alarm sequence is provided:
    a. Describe whether positive alarm sequencing is to be utilized, whether an evacuation message will be played, or whether an investigation message will be played for the first 180 seconds after the receipt of a fire alarm signal.
    b. Describe that an evacuation message will automatically activate per the fire alarm operational matrix after 180 seconds if the fire alarm system has not been reset.

Section K105

Disposition of Signals

K105.1 Alarm signals. Upon receipt of a fire alarm signal, the proprietary supervising station operator shall initiate action to perform the following:

1. Immediately dispatch runner to the alarm location identified on the fire alarm control unit.
    a. If the fire is verified, immediately activate the evacuation message on the fire alarm system and initiate notification procedures.
    b. If the alarm is false, the fire alarm system shall be reset. If either an investigation message or an evacuation message has been activated, then sound an all-clear message.

K105.2 Supervisory signals. Upon receipt of a supervisory signal, the proprietary supervising station operator shall initiate action to perform the following:

1. Immediately dispatch runner to the location identified on the fire alarm control unit, unless the supervisory conditions are promptly restored.
2. If unable or unqualified to clear the supervisory signal, then personnel shall contact a fire alarm contractor within two hours to service the fire alarm system.
3. Notify the *fire code official* when sprinkler systems are wholly or partially out of service for eight hours or more.
4. Provide written notice to the *fire code official* as to the nature of the signal, time of occurrence, and restoration of service, when equipment has been out of service for eight hours or more.

K105.3 Trouble signals. Upon receipt of trouble signals or other signals pertaining solely to matters of equipment maintenance of the fire alarm system, the proprietary supervising station operator shall initiate action to perform the following, if required:

1. Immediately dispatch runner to the location identified on the fire alarm control unit, unless the trouble conditions are promptly restored.
2. If unable or unqualified to clear the trouble signal, then personnel shall contact a fire alarm contractor within four hours to service the fire alarm system.
3. Notify the *fire code official* when interruption of service exists for four hours or more.
4. When equipment has been out of service for eight hours or more, provide written notice to the *fire code official* as to the nature of the signal, time of occurrence, and restoration of service.

Section K106

Record-Keeping

K106.1 Alarms. A written log of all fire alarm signals shall be maintained in the Fire Command Center including:

1. The investigating person's name.
2. The device address.
3. The type of alarm.
4. The date and time of receipt of the fire alarm signals.
5. The cause and disposition of the fire alarm signals.

NFPA 10

6.1.3.2

6.1.3.2 Fire extinguishers shall be located along normal paths of travel, including exits from areas, unless the *fire code official* determines that the hazard posed indicates the need for placement away from normal paths of travel.

6.1.3.10.1

6.1.3.10.1 Cabinets housing fire extinguishers shall not be locked~~., except where fire extinguishers are subject to malicious use and cabinets include a means of emergency access.~~

Exceptions:

1. Where portable fire extinguishers subject to malicious use or damage are provided with a means of ready access.
2. In Group I-3 occupancies and in mental health areas in Group I-2 occupancies, access to portable fire extinguishers shall be permitted to be locked or to be located in staff locations provided the staff has keys.

6.2.1.3.1.1

6.2.1.3.1.1 Up to two water-type extinguishers, each with 1-A rating, shall be permitted to be used to fulfill the requirements of one 2-A rated extinguisher~~.~~ for light (low hazard) occupancies only.

6.6.3

6.6.3 All solid fuel cooking appliances (whether or not under a hood) with fire boxes of 5 ft^3 (0.14 m^3) volume or less shall ~~at least have a listed 2-A rated water type fire extinguisher or 1.6 gal (6 L) wet chemical fire extinguisher listed for Class K fires.~~ have a minimum 2.5 gallon (9 L) or two 1.5 gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with the IFC Section 904.11.5.

6.6.4

6.6.4 When hazard areas include deep fat fryers, listed Class K portable fire extinguishers shall be provided as follows:

(1) For up to four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: One Class K portable fire extinguisher of a minimum 1.5 gallon (6 L) capacity.
(2) For every additional group of four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: One additional Class K portable fire extinguisher of a minimum 1.5 gallon (6 L) capacity shall be provided.
(3) For individual fryers exceeding 6 square feet (0.55 m^2) in surface area: Class K portable fire extinguishers shall be installed in accordance with the extinguisher manufacturer's recommendations.

NFPA 13

5.3.2

5.3.2.1 Ordinary Hazard (Group 2) Ordinary hazard (Group 2) occupancies shall be defined as occupancies or portions of other occupancies where the quantity and combustibility of contents is moderate to high, where stockpiles of contents with moderate rates of heat release do not 12 ft (3.66 m), and stockpiles of contents with high rates of heat release do not exceed 8 ft (2.4m).

Occupancies containing Casinos, Mini-Storage Facilities, and Shell Buildings, regardless of occupancy classification (unknown tenants and/or floor layout), shall be designed to meet the requirements of Ordinary Hazard Group 2.

6.1.3

6.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the system design pressure, whichever is greater.

6.2.9.7.1

6.2.9.7.1 The list shall be on a machine-engraved metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font and include the following:

(1) Sprinkler Identification Number (SIN) if equipped; or the manufacturer, model, orifice, deflector type, thermal sensitivity, and pressure rating.

(2) General description.

(3) Quantity of each type to be contained in the cabinet.

(4) Issue or revision date of the list.

6.3.1.1.1

6.3.1.1.1 Pipe or tube shall have a minimum Corrosion Resistant Ratio (CRR) of 1.

6.8.1.4

6.8.1.4 The minimum number of required inlets shall be one 2 ½ inch inlet for every 250 gpm of the sprinkler and/or standpipe demand, or fraction there of. Fire Department Connections (FDC) shall be provided with internal check valve(s) such that water being supplied into any inlet will not flow back out of any other inlet. For the purposes of this section, internal clapper valve devices provided by the manufacturer in listed FDC shall be considered internal check valves.

6.9.1

6.9.1 Waterflow alarm devices shall be listed for the service and so constructed and installed that any flow of water from a sprinkler system equal to or greater than that from a single automatic sprinkler of the smallest orifice installed on the system will result in an audible alarm on the premises within 60 seconds ~~5 minutes~~ after such flow begins and until such flow stops.

6.9.1.1

6.9.1.1 Multi-story buildings shall have water flow alarm annunciation on a floor by floor basis.

6.9.1.2

6.9.1.2 Sprinkler systems, such as those protecting atriums, covered mall buildings, and other areas with non-standard ceiling heights within the building, shall be designed such that system water flow annunciation indicates the protected floor level, rather than the floor level where the system piping occurs.

6.9.3.1

6.9.3.1 Alarm Unit(s). Alarm unit(s) shall be a horn/strobe device listed for fire alarm signaling. ~~An alarm unit shall include a listed mechanical alarm, horn, or siren or a listed electric gong, bell, speaker, horn, or siren~~

6.9.3.2

6.9.3.2. Exterior Alarm Unit(s). Exterior alarm unit(s) shall be weatherproofed. ~~Outdoor water motor operated or electrically operated bells shall be weatherproofed and guarded.~~

6.9.3.3

6.9.3.3. Exterior Alarm Unit. There shall be a minimum of one exterior horn/strobe alarm unit provided on the exterior wall above the Fire Department Connection. ~~All piping to water motor operated devices shall be galvanized or brass or other corrosion - resistant material acceptable under this standard and of a size not less than ¾ in. (20 mm)~~

6.9.3.4

6.9.3.4. Number of Interior Alarm Unit(s). There shall be a minimum of one interior horn/strobe alarm unit provided in a normally occupied location. In multi-tenant buildings, there shall be one interior alarm unit in each tenant space. All interior alarm units associated with a single sprinkler system shall activate simultaneously upon activation of that fire sprinkler system. ~~Piping between the sprinkler system and a pressure-actuated alarm-initiating device shall be galvanized or of nonferrous metal or other approved corrosion-resistant material of not less than 3/8 in. (10 mm) nominal pipe size.~~

6.9.3.5

6.9.3.5 Interior alarm units are not required when the building is protected throughout with a fire alarm system in accordance with adopted codes and the fire alarm system will activate upon actuation of any sprinkler system within the building

7.1.3

7.1.3 A wet pipe system shall be permitted to supply an auxiliary antifreeze, dry pipe, or preaction~~, or deluge~~ system ~~provided the water supply is adequate~~ provided the auxiliary system covers less than 10% of the permitted system size.

7.2.3.1

7.2.3.1 The system capacity (volume) controlled by a dry pipe valve shall be determined by 7.2.3.2, ~~7.2.3.3, 7.2.3.4~~, 7.2.3.5~~, or 7.2.3.7~~.

A.7.2.3.1

~~**A.7.2.3.1** The 60-second limit does not apply to dry systems with capacities of 500 gal (1893 L) or less, nor to dry systems with capacities of 750 gal (2839 L) or less if equipped with a quick-opening device.~~

7.2.3.3

~~**7.2.3.3** A system size of not more than 500 gal (1893 L) shall be permitted without a quick-opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.4

~~**7.2.3.4** A system size of not more than 750 gal (2839 L) shall be permitted with a quick-opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.5

7.2.3.5 System size shall be based on dry systems being calculated for water delivery in accordance with 7.2.3.6. Testing of the system shall be accomplished by the methods indicated in 7.2.3.7.

7.2.7

7.2.7 Application of Dry-Pipe Systems. Dry pipe systems shall not be utilized for the protection of areas that can be maintained above 40 degrees.

Exception: When permitted by the fire code official, dry sprinklers may be installed in small conditioned rooms within buildings that otherwise require dry sprinkler systems throughout.

7.3.2.3.1.3

7.3.2.3.1.3 The system size for double-interlock preaction systems shall be based on calculating water delivery in accordance with 7.2.3.6, anticipating that the detection system activation and sprinkler operation will be simultaneous. A system meeting the requirements of this section shall be required to also meet the requirements of 7.2.3.5.

7.6.2.4

7.6.2.4 An antifreeze solution shall be prepared with a freezing point ~~below the expected minimum temperature for the locality~~ at or below 0° F (-17.8° C)

7.6.2.4.1

7.6.2.4.1 Where the antifreeze system is intended to be installed at an elevation where temperatures below 0° F (-17.8° C) are expected, the system shall be prepared with a freezing point below the minimum expected temperature for the area.

7.10.2.2

~~**7.10.2.2** Sprinklers or automatic spray nozzles in ducts, duct collars, and plenum chambers shall not be required where all cooking equipment is served by listed grease extractors.~~

7.10.2.6

7.10.2.6 Sprinklers protecting cooking exhaust ducts shall be supplied from dedicated supply risers separate from overhead sprinkler systems. Activation of the associated water flow switch shall shut down the fuel and/or electrical power supply to the associated cooking equipment and the makeup air supplied internally to the hood.

7.10.3.1

7.10.3.1 Unless the requirements of 7.10.3.2 or 7.10.3.4 are met, exhaust ducts shall have one sprinkler or automatic spray nozzle located at the top of each vertical riser, ~~and~~ at the midpoint of each offset, and an additional sprinkler shall be installed within the duct at 20-foot intervals on vertical risers where not otherwise provided with sprinklers due to offsets in buildings over two stories.

8.2.4

8.2.4 When acceptable to the authority having jurisdiction, ~~M~~multiple buildings that are assigned the same street address, without independent building numbers, and are attached by canopies, covered breezeways, common roofs, or a common wall(s) shall be permitted to be supplied by a single fire sprinkler riser. The maximum system size shall comply with 8.2.1

8.2.6

8.2.6 In multi-story buildings, each story requires a separate system with control valve and water flow switch.

8.2.7

8.2.7 For tenant spaces adjacent to and having public access exclusively through an adjacent assembly space, such as tenant spaces adjacent to casinos, covered mall buildings, and other assembly spaces, the tenant spaces shall be provided with individual isolation control valves. For the purposes of this section, the isolation control valve does not define a separate sprinkler system, such that the overall size of the sprinkler system serving the tenant space(s) and adjacent spaces must meet size limitations of 8.2.1 when measured from the control valve located on the system riser.

8.3.3.1

8.3.3.1 Sprinklers in light hazard occupancies, shell buildings of combustible construction, casinos, and exhibition areas shall be one of the following:

(1) Quick-response type as defined in 3.6.2.9

(2) Residential sprinklers in accordance with the requirements of 8.4.5

(3) Standard response sprinklers used for modifications or additions, within the existing compartment, to existing ~~light hazard~~ systems equipped with standard response sprinklers

(4) Standard response sprinklers used where individual standard response sprinklers are replaced in existing ~~light hazard~~ systems

8.6.4.1.1.3

8.6.4.1.1.3 The requirements of 8.6.4.1.1.1 shall not apply for light and ordinary hazard occupancies with ceilings of noncombustible ~~or limited combustible~~ construction, as follows:

(**A**) Where there is a vertical change in ceiling elevation within the area of coverage of the sprinkler creates a distance of more than 36 in. (914 mm) between the upper ceiling and the sprinkler deflector, a vertical plane extending down from the ceiling at the change in elevation shall be considered a wall for the purpose of sprinkler spacing as shown in Figure 8.6.4.1.1.3(A).

(**B**) Where the distance between the upper ceiling and the sprinkler deflector is less than or equal to 36 in. (914 mm), the sprinklers shall be permitted to be spaced as though the ceiling was flat, provided the obstruction rules are observed as shown in Figure 8.6.4.1.1.3(B).

8.8.4.1.1.4

8.8.4.1.1.4 The requirements of 8.8.4.1.1.1 shall not apply for light and ordinary hazard occupancies with ceilings of noncombustible ~~or limited combustible~~ construction, as follows.

(**A**) Where there is a vertical change in ceiling elevation within the area of coverage of the sprinkler creates a distance of more than 36 in. (914 mm) between the upper ceiling and the sprinkler deflector, a vertical plane extending down from the ceiling at the change in elevation shall be considered a wall for the purpose of sprinkler spacing.

(**B**) Where the distance between the upper ceiling and the sprinkler deflector is less than or equal to 36 in. (914 mm), the sprinklers shall be permitted to be spaced as though the ceiling was flat, provided the obstruction rules and ceiling pocket rules are observed.

8.14.6

8.14.6 Pilot line detectors shall be permitted to be spaced more than 22 in. (559 mm) below a ceiling or deck where the maximum spacing between pilot line detectors is 10 ft (3 m) or less, and where such spacing is supported by an engineering analysis discussing sprinkler temperature and response rating, plume diameter, temperature within the plume that will pass across the sprinklers, and the expected fire size required to activate the pilot sprinklers.

*8.15.1.2.1**

8.15.1.2.1* Concealed spaces of noncombustible ~~and limited combustible~~ construction with minimal combustible loading having no access shall not require sprinkler protection. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum. For purposes of this section, "construction" is limited to wall assemblies, floor assemblies, ceiling assemblies, and structural members.

8.15.1.2.1.2

8.15.1.2.1.2 Minor quantities of combustible materials limited to: cabling, nonmetallic piping conveying non-combustible liquids, and nonmetallic HVAC ductwork as expressly allowed by the current adopted building code, shall be permitted in concealed spaces constructed of non-combustible materials and shall not require sprinklers.

8.15.1.2.2

8.15.1.2.2 Concealed spaces of non-combustible ~~and limited combustible~~ construction with limited access and minimal combustible loading and not permitting occupancy or storage of combustibles shall not require sprinkler protection. For the purposes of this section, limited access does not include access to catwalks and mechanical mezzanines. Catwalks and mechanical mezzanines require sprinkler protection, which may be designed in accordance with 8.15.1.5. Additionally, "construction" is limited to wall assemblies, floor assemblies, ceiling assemblies, and structural members.

8.15.1.2.10

~~**8.15.1.2.10** Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less, and the materials have been demonstrated not to propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed, shall not require sprinkler protection.~~

8.15.1.2.11

~~**8.15.1.2.11** Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire-Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials*, shall not require sprinkler protection.~~

8.15.1.2.16

8.15.1.2.16 Concealed spaces formed by noncombustible ~~or limited-combustible~~ ceilings suspended from the bottom of wood joists, composite wood joists, wood bar joists, or wood trusses that have insulation filling all of the gaps between the bottom of the trusses or joists, and where sprinklers are present in the space above the installation within the trusses or joists, shall not require sprinklers.

8.15.1.2.17

8.15.1.2.17 Concealed spaces formed by noncombustible ~~or limited-combustible~~ ceilings suspended from the bottom of wood joists and composite wood joists with a maximum nominal chord width of 2 in. (50.8 mm), where joist spaces are full of noncombustible batt insulation with a maximum 2 in. (590.8 mm)air space between the roof decking material and the top of the batt insulation. Facing that meets the requirements for noncombustible ~~or limited-combustible~~ material covering the surface of the bottom chord of each joist and secured in place per the

8.15.5.1

8.15.5.1 Sidewall spray sprinklers shall be installed at the bottom of each elevator hoistway not more than 2 ft (0.61 m) above the floor of the pit. Sprinklers are prohibited at the top of the hoistway and in the machine room, unless otherwise approved by the Authority Having Jurisdiction.

8.15.5.2

~~**8.15.5.2** The sprinkler required at the bottom of the elevator hoistway by 8.15.5.1 shall not be required for enclosed, noncombustible elevator shafts that do not contain combustible hydraulic fluids.~~

8.15.5.3

~~**8.15.5.3** Automatic sprinklers in elevator machine rooms or at the tops of hoistways shall be of ordinary- or intermediate-temperature rating.~~

8.15.5.4

~~**8.15.5.4** Upright, pendant, or sidewall spray sprinklers shall be installed at the top of elevator hoistways.~~

8.15.5.5

8.15.5 Elevator Hoistways and Machine Rooms

8.15.5.1 Sidewall spray sprinklers shall be installed at the bottom of each elevator hoistway not more than 2 ft (0.61 m) above the floor of the pit. ~~Sprinklers are prohibited at the top of the hoistway and in the machine room, unless otherwise approved by the Authority Having Jurisdiction.~~

~~**8.15.5.2** Automatic sprinklers shall be installed in elevator machine rooms containing hydraulic fluids.~~ The sprinkler required at the bottom of the elevator hoistway by 8.15.5.1 shall not be required for enclosed, noncombustible elevator shafts that do not contain combustible hydraulic fluids.

8.15.5.3 Automatic sprinklers in elevator machine rooms or at the tops of hoistways shall be of ordinary- or intermediate-temperature rating.

~~**8.15.5.4** Upright, pendant, or sidewall spray sprinklers shall be installed at the top of elevator hoistways.~~

~~**8.15.5.5** The sprinkler required at the top of the elevator hoistway by 8.15.5.4 shall not be required where the hoistway for passenger elevators is noncombustible or limited-combustible and the car enclosure materials meet the requirements of ASME A17.1, *Safety Code for Elevators and Escalators.*~~

~~**8.15.5.6** Sprinklers shall be installed at the top and bottom of elevators that utilize polyurethane-coated steel belts or other similar combustible belt material.~~

8.15.5.6

~~**8.15.5.6** Sprinklers shall be installed at the top and bottom of elevators that utilize polyurethane-coated steel belts or other similar combustible belt material.~~

8.15.7.1

8.15.7.1 Unless the requirements of 8.15.7.2~~, 8.15.7.3,~~ or 8.15.7.4 are met, sprinklers shall be installed under exterior roofs, canopies, porte-cocheres, balconies, decks, or similar projections exceeding 4 ft (1.2 m) in width

8.15.7.2

Chapter 8.15.7 Exterior roofs; canopies of porte-cochere

8.15.7.1 Unless the requirements of 8.15.7.2~~, 8.15.7.3,~~ or 8.15.7.4 are met, sprinklers shall be installed under exterior roofs, canopies, porte-cocheres, balconies, decks, or similar projections exceeding 4 ft (1.2 m) in width

8.15.7.2 Sprinklers shall be permitted to be omitted where the canopy, or roof, ~~or porte-cochere~~ is constructed entirely with materials that are noncombustible~~, limited-combustible, or fire-retardant treated wood as defined in NFPA 703, *Standard for Fire-Retardant Treated Wood and Fire-Retardant Coatings for Building Materials*~~, and where the canopy or roof, ~~or porte-cochere~~ does not support occupancy above.

~~**8.15.7.3** Sprinklers shall be permitted to be omitted from below the canopy, roof, or porte-cochere of combustible construction, provided the exposed finish material on the roof, canopy, porte-cocheres, balconies, decks, or similar projections of combustible construction, provided the exposed finish material on the roofs, canopies, or porte-cocheres are non-combustible, limited-combustible, or fire-retardant treated wood as defined in NFPA 703, *Standard for Fire-Retardant Wood and Fire-Retardant Coatings for Building Materials*, and the roof, canopy, or porte-cochere contains only sprinklered concealed spaces or any of the following unsprinklered combustible concealed spaces:~~

~~(1) Combustible concealed spaces filled entirely with noncombustible insulation~~
~~(2) Light or ordinary hazard occupancies where noncombustible or limited-combustible ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.5 m³) or less in volume, including space below the insulation that is laid directly on top or within the ceiling joists in an otherwise sprinklered attic [See 11.2.3.1.4(4)(d)].~~
~~(3) Concealed spaces over isolated small roofs, canopies, or porte-cocheres not exceeding 55ft² (5.1m²) in area~~

8.15.7.3

~~**8.15.7.3** Sprinklers shall be permitted to be omitted from below the canopies, roofs, porte-cocheres, balconies, decks, or similar projections of combustible construction, provided the exposed finish material on the roof, canopy, porte-cocheres, balconies, decks, or similar projections of combustible construction, provided the exposed finish material on the roofs, canopies, or porte-cocheres are non-combustible, limited-combustible, or fire-retardant treated wood as defined in NFPA 703, *Standard for Fire-Retardant Wood and Fire-Retardant Coatings for Building Materials*, and the roofs, canopies, or porte-cocheres contains only sprinklered concealed spaces or any of the following unsprinklered combustible concealed spaces:~~

~~(4) Combustible concealed spaces filled entirely with noncombustible insulation~~
~~(5) Light or ordinary hazard occupancies where noncombustible or limited-combustible ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.5 m³) or less in volume, including space below the insulation that is laid directly on top or within the ceiling joists in an otherwise sprinklered attic [See 11.2.3.1.4(4)(d)].~~
~~(6) Concealed spaces over isolated small roofs, canopies, or porte-cocheres not exceeding 55ft² (5.1m²) in area~~

8.15.8.1.1

8.15.8.1.1 Sprinkler protection shall be provided in all bathrooms. ~~Unless sprinklers are required by 8.15.8.1.2 or 8.15.8.1.3, sprinklers shall not be required in bathrooms that are located within dwelling units, that do not exceed 55 ft² (5.1m²) in area, and that have walls and ceilings of noncombustible or limited-combustible materials with a 15-minute thermal barrier rating, including the walls and ceilings behind any shower enclosure or tub.~~

8.15.8.2

8.15.8.2 Closets and Pantries. Sprinklers protection shall be ~~are not required~~ provided in clothes closets, linen closets, and pantries. ~~within dwelling units in hotels and motels where the area of the space does not exceed 24 ft² (2.2 m²), the least dimension does not exceed 3 feet (0.9 m), and the walls and ceilings are surfaced with noncombustible or limited combustible materials.~~

8.15.10.1

8.15.10.1 ~~Unless the requirements of 8.15.10.3 are met,~~ Ssprinkler protection shall be required in electrical equipment rooms.

8.15.10.3

~~**8.15.10.3** Sprinklers shall not be required in electrical equipment rooms where all of the following conditions are met:~~

~~(1) The room is dedicated to electrical equipment only~~

~~(2) Only dry-type electrical equipment is used.~~

~~(3) Equipment is installed in a 2-hour fire-rated enclosure including protection for penetrations.~~

~~(4) No combustible storage is permitted to be stored in the room.~~

8.15.14.1

8.15.14.1 ~~Drop-out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~ Drop-out ceilings are not permitted to be installed beneath fire sprinklers.

8.15.14.2

~~**8.15.14.2** Drop-out ceilings shall not be installed below quick-response or extended coverage sprinkler unless specifically listed for that application.~~

8.15.14.3

~~**8.15.14.3** Drop-out ceilings shall not be considered ceilings within the context of this standard.~~

8.15.14.4

~~**8.15.14.4** Piping installed above drop-out ceilings shall not be considered concealed piping.~~

8.15.19.1.1

8.15.19.1.1 Unless hydraulically calculated, each one-inch outlet shall supply a maximum of one sprinkler head providing protection below a ceiling, and if necessary, a maximum of one head above the ceiling. Such sprinkler head(s) shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.19.1.2

8.15.19.1.2 Unless otherwise hydraulically calculated, a one-inch outlet shall be allowed to supply a maximum of two sprinkler heads where the two sprinkler heads protect areas that are physically separated by a ceiling, walls and/or doors with a minimum lintel depth of 8 in (203 mm) and maximum total area of door openings into the room of 50 ft^2 (4.6 m^2). The sprinklers shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.19.1.3

8.15.19.1.3 When approved sprinkler heads installed under a ceiling may have a k factor less than the overhead sprinklers, provided the occupancy hazard classification for the area under the ceiling is less than the classification that the overhead sprinklers are designed for.

8.15.19.1.4

8.15.19.1.4 Flexible sprinkler hose drops shall be proven by hydraulic calculations.

8.15.22.3

8.15.22.3 Where there is a noncombustible space above a noncombustible ~~or limited combustible~~ drop ceiling that is sprinklered because it is open to an adjacent sprinklered space on only one side and where there is no possibility for storage above the drop ceiling, the sprinkler system shall be permitted to extend only as far into the space as 0.6 times the square root of the design area of the sprinkler system in the adjacent space.

8.15.23

8.15.23 Openings in Rated Assemblies. Where sprinkler protection is serving as the alternative to opening protection in rated assemblies, such sprinklers shall be listed for use, and installed in accordance with their listing.

8.16.1.1.1.4

8.16.1.1.1.4 Valve rooms shall be lighted and heated.

8.16.1.1.1.5

8.16.1.1.1.5 The source of heat shall be of a permanently installed type.

8.16.1.1.1.6

8.16.1.1.1.6 Heat tape shall not be used in lieu of heated valve enclosures to protect the valve and supply pipe against freezing.

8.16.1.1.2.1

8.16.1.1.2.1 Valves on connections to water supplies, sectional control and isolation valves, and other valves in supply pipes to sprinkler and other fixed water-based fire suppression systems shall be electrically supervised by a ~~one of the following methods:~~

~~(1)~~ Central station, proprietary, or remote station signaling service

~~(2) Local signaling service that will cause the sounding of an audible signal at a constantly attended point~~

~~(3) Valves locked in the correct position~~

~~(4) Valves located within fenced enclosures under the control of the owner, sealed in the open position, and inspected weekly as part of an approved procedure~~

8.16.1.1.2.3

8.16.1.1.2.3 The requirements of 8.16.1.1.2.1 shall not apply to underground gate valves with roadway boxes or to valves at backflow prevention devices at the municipal water supply connection where the valves are locked in the open position.

8.16.4.1.6

8.16.4.1.6 Design Temperature and Duration. The minimum criteria for an engineered solution in calculating heat loss for the requirement to maintain 40°F (4.4°C) shall be 0° F (-17.8°C) for 8 hours. The initial starting temperature of the water shall be no greater than 50°F (10°C).

8.17.1.1

8.17.1.1. Local Waterflow Alarms Units. A local waterflow alarm unit shall be provided on every sprinkler system ~~having more than 20 sprinklers~~. Such waterflow alarm units shall be installed in accordance with 6.9.

8.17.2.3

8.17.2.3 Size. The size of the pipe for the fire department connection shall be in accordance with one of the following:

(1) Pipe size shall be a minimum of 4 in. (100 mm) for fire engine connections when the fire department connection has three or fewer 2-1/2 in (65 mm) inlets, and shall be a minimum of 6 in. (150 mm) for fire engine connections when the fire department connection has four or more 2-1/2 in (65 mm) inlets.
(2) Pipe size shall be a minimum of 6 in. (150 mm) for fire boat connections.
(3) For hydraulically calculated systems the fire department connection shall be permitted to be less than 4 in. (100 mm) and no less than the size of system riser, where serving one system riser.

8.17.2.7

8.17.2.7 The fire department connection shall be located not less than 18 in (457 mm) and not more than 4 ft (1.2 m) above the level of the adjacent grade or access level.

9.1.3.9.3

9.1.3.9.3 Powder-driven fasteners shall be allowed for branch lines less than or equal to 2 in. (50 mm) pipe. ~~Representative samples of concrete into which studs are to be driven shall be tested to determine that the studs will hold a minimum load of 750 lb (341 kg) for 2 in. (50 mm) or smaller pipe; 1000 lb (454 kg) for 2 ½ in., 3 in., 3 ½ in. (65 mm, 80 mm, or 90 mm) pipe; and 1200 lb (545 kg) for 4 in. or 5 in. (100 mm or 125 mm) pipe~~.

9.1.3.9.4

9.1.3.9.4 Increaser couplings shall not be permitted with ~~be attached directly to the~~ powder-driven studs.

9.2.1.3.3.4

9.2.1.3.3.4 Where flexible sprinkler hose fittings are supported by a ceiling that does not meet design and installation criteria set forth in 9.2.1.3.3.2, such fitting shall be provided with hangers in accordance with 9.2.3.5, unless the flexible hose fitting is provided with a hanger assembly specifically approved by a Nationally Recognized Testing Laboratory for both the flexible sprinkler hose fitting and the specific method of installation.

9.3.5.6.2

9.3.5.6.2 The horizontal force, F_{pw}, acting on the brace shall be taken as $F_{pw} = C_p W_p$, where C_p is the seismic coefficient selected in Table 9.3.5.6.2 utilizing the short period response parameter S_s. The value of S_s used in Table 9.3.5.6.2 shall be 0.95 ~~obtained from the authority having jurisdiction~~ or derived from seismic hazard data from the U.S. Geological Survey using ASCE Standard 7, 2005 edition. Linear interpolation shall be permitted to be used for intermediate values of S_s.

10.1.5

10.1.5 Working Pressure. Pipe shall be designed to withstand a system working pressure of not less than 150 psi (10.3 bar). When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the FDC design pressure, whichever is greater.

11.2.3.1.4(4)

11.2.3.1.4 (4) The following unsprinklered concealed spaces shall not require a minimum area of sprinkler operation of 3000 ft^2 (279 m^2):

11.2.3.1.4(4)(a) Noncombustible ~~and limited combustible~~ concealed spaces with minimal combustible loading having no access. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

11.2.3.1.4(4)(b) Noncombustible ~~and limited combustible~~ concealed spaces with limited access and not permitting occupancy or storage of combustibles. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

11.2.3.1.4(4)(c) (*No Change*)

11.2.3.1.4(4)(d) Light or ordinary hazard occupancies where noncombustible ~~or limited combustible~~ ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft^3 (4.8 m^3) or less in volume, including space below insulation that is laid directly on top or within the ceiling joist in an otherwise sprinklered attic.

11.2.3.1.4(4)(e) ~~Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less and the materials have been demonstrated to not propagate fire when tested in accordance~~

~~with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed in the space~~.

11.2.3.1.4(4)(f) ~~Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials*.~~

11.2.3.1.4(4)(g) (*No Change*)

11.2.3.1.4(4)(h) (*No Change*)

11.2.3.1.4(4)(i) (*No Change*)

11.2.3.1.4(4)(j) Light or ordinary hazard occupancies where non-combustible ~~or limited-combustible~~ ceilings are attached to the bottom of composite wood joists either directly or on to metal channels not exceeding 1 in. (25.4 mm) in depth, provided the adjacent joist channels are firestopped into volumes not exceeding 160 ft^3 (4.5 m^3) using materials equivalent to ½ in. (12.7 mm) gypsum board and at least 3 ½ in. (90 mm) of batt insulation is installed at the bottom of the joist channels when the ceiling is attached utilizing metal channels.

11.3.1.1

11.3.1.1 The design area shall be ~~the area that includes the four adjacent sprinklers that produce the greatest hydraulic demand~~ in accordance with either 11.2.3.2 or 11.2.3.3.

11.3.1.3

11.3.1.3 Unless the requirements of 11.3.1.4 are met, the minimum required discharge from each ~~of the four most demanding sprinklers~~ sprinkler shall be the greater of the following:

(1) In accordance with the minimum flow rates indicated in the individual listings

(2) Calculated based on delivering a minimum of 0.1 gpm/ft^2 (4.1 mm/min) over the design area in accordance with the provisions of 8.5.2.1 or 8.6.2.1.2.

11.3.3

11.3.3.1; Sprinklers in a water curtain such as described in 8.15.4 ~~or~~ , 8.15.16.2 or 8.15.23 shall be hydraulically designed to provide a discharge of 3 gpm per lineal foot (37L/min per lineal meter) of water curtain, with no sprinklers discharging less than 15 gpm (56.8 L/min) or per the listing requirements of the specific head being used.

11.3.3.3

11.3.3.3 ~~If a single fire can be expected to operate sprinklers within the water curtain and within the design area of a hydraulically calculated system,t~~The water supply to the water curtain shall be added to the water demand of the hydraulic calculations and be balanced to the calculated area demand.

11.3.4

11.3.4 NONSTORAGE OCCUPANCIES WITH HIGH CEILINGS

11.3.4.1 Light and Ordinary Hazard Group 1 and 2 Occupancies with ceiling heights between 25 and 50 feet. Light and Ordinary Hazard 1 and 2 occupancies shall be designed to provide a minimum density of 0.10 gpm/ft^2, 0.15

gpm/ft² and 0.20 gpm/ft² respectively. The minimum design area shall be equal to the ceiling height times 100. The sprinkler system shall utilize listed quick response sprinklers with a K-factor of 11.2 or greater. The maximum sprinkler discharge pressure allowed is 30 psi.

11.3.4.2 Non-storage occupancies with ceiling heights over 50 feet. All structures, regardless of occupancy or hazard classification, with ceiling heights exceeding 50'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi.

11.3.4.3 Extra Hazard Occupancies with ceiling height over 25 feet. Extra Hazard occupancies with ceiling heights over 25 feet require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction.

11.3.4.4 Exhibition Spaces and Stages with Fly Galleries. For design criteria for Exhibition Spaces and Stages with Fly Galleries, see Section 11.3.5.

11.3.5

11.3.5 SPRINKLER PROTECTION FOR EXHIBITION SPACES AND STAGES WITH FLY GALLERIES

11.3.5.1 Exhibition Spaces and Stages with Fly Galleries with ceiling heights up to 35 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights up to 35 feet shall be designed to provide a minimum density of 0.30 gpm/ft². The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 8.0 or greater. The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.5.2 Exhibition Spaces and Stages with Fly Galleries with ceiling heights between 35 and 60 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights between 35 and 60 feet shall be designed to provide a minimum density of 0.45 gpm/ft². The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 11.2 or greater. The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.5.3 Exhibition Spaces and Stages with Fly Galleries ceiling heights over 60 feet. Exhibition spaces and stages with fly galleries with ceiling heights exceeding 60'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using standard coverage sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi. A hose stream of 500 gpm shall be provided.

12.9.2

12.9.2 The following unsprinklered concealed spaces shall not require a minimum area of sprinkler operation of 3000 ft² (279 m²):

12.9.2(1) Noncombustible ~~and limited-combustible~~ concealed spaces with minimal combustible loading having no access. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

12.9.2(2) Noncombustible ~~and limited-combustible~~ concealed spaces with limited access and not permitting occupancy or storage of combustibles. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

12.9.2(3) (*No Change*)

12.9.2(4) Light or ordinary hazard occupancies where noncombustible ~~or limited-combustible~~ ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft^3 (4.8 m3) or less in volume, including space below insulation that is laid directly on top or within the ceiling joist in an otherwise sprinklered attic.

12.9.2(5) ~~Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less and the materials have been demonstrated to not propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed in the space~~.

12.9.2(6) ~~Concealed spaces in which the exposed materials are constructed entirely of fire retardant treated wood as defined by NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials.*~~

12.9.2(7) (*No Change*)

12.9.2(8) (*No Change*)

12.9.2(9) (*No Change*)

12.9.2(10) Light or ordinary hazard occupancies where non-combustible ~~or limited-combustible~~ ceilings are attached to the bottom of composite wood joists either directly or on to metal channels not exceeding 1 in. (25.4 mm) in depth, provided the adjacent joist channels are firestopped into volumes not exceeding 160 ft^3 (4.5 m^3) using materials equivalent to ½ in. (12.7 mm) gypsum board and at least 3 ½ in. (90 mm) of batt insulation is installed at the bottom of the joist channels when the ceiling is attached utilizing metal channels.

21.15.2.2.1.3.3

21.15.2.2.1.3.3 Chute Sprinkler Supply. Sprinklers serving chutes shall be on separate dedicated supply risers.

21.38

21.38 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC. ***CM***

21.38 Mitigation ~~Protection~~ Matrix for Group R Division 3 Occupancies CM ~~and buildings built under the IRC~~. When a sprinkler system is being upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the sprinkler system shall be designed in accordance with section 21.38.2.

Table 21.38.1 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC[4]

Building Area Size Range [6]	PROTECTION RESIDENTIAL System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[7]	Sprinklers Required In Areas Subject To Freezing.
<3,600 sq ft	Standard NFPA 13D [2]	See NFPA 13D for design requirements.			
≥3,600 sq ft & <10,000 sq ft	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements			
≥10,000 sq ft & <15,000 sq ft	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements			
≥ 15,000 sq ft	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

1. This protection constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached guest houses or garages shall be protected by a minimum Enhanced NFPA 13D system.
4. Excluding Group R Division 3 Occupancies and buildings built under the IRC used as Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.
7. Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

21.38.2 Modified 13 Design Criteria. When Table 21.38.1 requires a Modified 13 Design, the sprinkler system shall be installed to meet the requirements of this code, with the exception of the following items:

1. **Fire Department Connections (FDC):** A 2½-inch fire department connection is required. A single snoot connection will be accepted. The FDC shall be located on the garage wall facing the street except for special circumstances where the FDC may be freestanding and located adjacent to the street or private drive. A freestanding FDC in these circumstances may be designed into the mailbox column.

2. **Riser Room:** Risers shall be located in either the garage or within a dedicated room with an exterior door. Provided the garage/room is fully insulated the requirement for maintaining 40°F will not require a source of heat.
3. **Inspectors Test Connection:** The inspectors test location may be piped off the system riser.
4. **Piping in locations less than 40°F:** Dry pipe systems are not permitted for the protection of living spaces, anti-freeze systems shall be used. The protection of non-living spaces such as attics may be protected by dry-pipe systems.
5. **Anti-Freeze Loops:** The capacity shall not exceed 80 gallons.
6. **Separate Water Supply:** A separate water lead-in for the fire sprinkler system along with an approved (by the local water authority) back-flow prevention device is required. The back-flow prevention device shall be located at the street with in an approved insulated enclosure. The lead-in shall be sized using the minimum pipe size available that provides the calculated flow.
7. **Control Valves:** All valves used to control the sprinkler system are required to be indicating. A Post Indicator Valve (PIV) is not permitted.
8. **Electrical Supervision:** When required by the *fire code official*, the main control valves shall be electrically supervised. The back-flow valves are not required to be electrically supervised.
9. **Fire Pumps:** Electric fire pumps normally accepted in NFPA –13D systems for residential use (UL listed jockey pump) are acceptable.
10. **Notification Devices:** Interior – One (1) interior horn/strobe shall be installed in a location specified by the homeowner. Exterior – One (1) exterior horn/strobe shall be located above the FDC or other acceptable location. The sprinkler flow switch shall activate both of the required devices.
11. **Residential Sprinkler Heads:** Residential sprinkler heads shall be utilized and the design allowances specified in section 11.2.3.2.3.1 (reduction to design area) may be applied.
12. **Hangers and Earthquake Bracing:** The hanging of sprinkler pipe shall be in accordance Chapter 9. Earthquake bracing is not required.
13. **Garages:** Garages shall be classified as Ordinary Hazard Group I. Commercial style QR sprinkler heads are required.
14. **Location of Sprinklers:** Sprinklers shall be installed in all areas except where omissions are permitted as follows:

    a. Inaccessible attic spaces. Less than 15,000 sq ft.

    b. Exterior overhangs, porches, and carports.

    c. Rooms not provided with environmental control.

21.38.3 Other Protection Designs: For the other protection designs listed in Table 21.37.1, see the respective revised codes for NFPA 13D and NFPA 13R design requirements.

22.1.3

22.1.3 Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

(1) Name of owner and occupant
(2) Location, including street address
(3) Point of compass
(4) Full height cross section, or schematic diagram, including structural member information is required for clarify and including ceiling construction and method of protection for nonmetallic piping
(5) Ceiling/roof heights and slopes not shown in the full height cross section
(6) Location of partitions

(7) Location of fire walls
(8) Occupancy class, label and name of ~~each~~ all areas or rooms
(9) Location and size of concealed spaces, closets, attics, and bathrooms
(10) Any small enclosures in which no sprinklers are to be installed
(11) Size of city main in street and whether dead end or circulating; if dead end, direction and distance to nearest circulating main; and city main test results and system elevation relative to test hydrant *(see A.23.1.8)*
(12) Other sources of water supply, with pressure and elevation
(13) Make, type, model, and nominal K–factor of sprinklers including sprinkler identification number
(14) Temperature rating and location of high-temperature sprinklers
(15) Total area protected by each system on each floor
(16) Number of sprinklers on each riser per floor
(17) Total number of sprinklers on each dry pipe system, preaction system, combined dry pipe-preaction system, or deluge system
(18) Approximate capacity in gallons of each dry pipe system
(19) Pipe type and schedule of wall thickness
(20) Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line
(21) Location and size of riser nipples
(22) Type of fittings and joints and location of all welds and bends. The contractor shall specify on drawing any sections to be shop welded and the type of fittings or formations to be used
(23) Type and locations of hangers, sleeves, braces, and methods of securing sprinklers when applicable
(24) All control valves, check valves, drain pipes, and test connections
(25) Make, type, model, and size of alarm or dry pipe valve
(26) Make, type, model, and size of preaction or deluge valve
(27) Kind and location of alarm bells
(28) Size and location of standpipe risers, hose outlets, hand hose, monitor nozzles, and related equipment
(29) Private fire service main sizes, lengths, locations, weights, materials, point of connection meters, and valve pits; and the depth that the top of the pipe is laid below grade
(30) Piping provisions for flushing
(31) Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear
(32) For hydraulically designed systems, the information on the hydraulic data nameplate
(33) A graphic representation of the scale used on all plans
(34) Name, ~~and~~ address, phone number, and contractor's license number of sprinkler contractor
(35) Nevada State Fire Marshal registration number
(36) Signature and NICET number, or engineer's seal, of the designer
(37) General notes as required by the AHJ
(38) Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets
(39) The minimum rate of water application (density or flow or discharge pressure), the design area of water application, in-rack sprinkler demand, and the water required for hose streams both inside and outside
(40) The total quantity of water and the pressure required noted at a common reference point for each system
(41) Relative elevations of sprinklers, junction points, and supply or reference points
(42) If room design method is used, all unprotected wall openings throughout the floor protected
(43) Calculation of loads for sizing and details of sway bracing
(44) The setting for pressure-reducing valves
(45) Information about backflow preventers (manufacturers, size, type)
(46) Information about antifreeze solution used (type and amount)
(47) Size and location of hydrants, showing size and number of outlets and if outlets are to be equipped with independent gate valves. Whether hose houses and equipment are to be provided, and by whom, shall be indicated. Static and residual hydrants that were used in the flow tests shall be shown
(48) Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system

(49) Size, location, and piping arrangement of fire department connections
(50) Ceiling/roof heights and slopes not shown in the full height cross section
(51) Edition year of NFPA 13 that the sprinkler system is designed to.

22.2.1

22.2.1 Water Supply Capacity Information. Water supply information shall only be valid for a period of 6 months from the date the flow test was conducted to the initial submittal. The following information shall be included:

(1) Location and elevation of static and residual test gauge with relation to the riser reference point
(2) Flow location
(3) Static pressure, psi (bar)
(4) Residual pressure, psi (bar)
(5) Flow, gpm (L/min)
(6) Date
(7) Time
(8) ~~Test conducted by or information supplied by~~. Flow tests shall be witnessed by the Authority Having Jurisdiction
(9) Other sources of water supply, with pressure or elevation

22.2.1.1

22.2.1.1 Where a water flow test is used for the purposes of system design, the test shall be conducted no more than 6 ~~12~~ months prior to working plan submittal.

22.4.1.6

22.4.1.6 The maximum velocity for use in hydraulic calculations shall be 32 ft/sec (9.8 m/sec).

22.4.1.7

22.4.1.7 Hydraulically calculated fire sprinkler systems shall be designed to ensure the required system pressure is a minimum of ten (10) psi below the available supply pressure.

24.2.3.2.2

24.2.3.2.2 The test shall measure the time to trip the valve and the time for water to be discharged from the inspector's test connection. The flow from the inspector's test shall be predominantly continuously flowing water with small amounts of air permitted. All times shall be measured from the time the inspector's test connection is completely opened.

24.2.3.2.2.1

24.2.3.2.2.1 Dry systems calculated for water delivery in accordance with 7.2.3.6 shall be required to prove the ~~exempt from any~~ specific water delivery time requirement set forth in 7.2.3.5 and 7.2.3.7.

24.5.1

24.5.1 The installing contractor shall identify a hydraulically designed sprinkler system with a machine-engraved ~~permanently marked~~ weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font secured to the riser it serves with corrosion-resistant wire, chain, or other ~~approved~~ means approved by the AHJ. Such signs shall be placed at the alarm valve, dry pipe valve, preaction valve, or deluge valve supplying the corresponding hydraulically designed area. Signs located at the system control riser shall be allowed to be combined with the General Information Sign described in 24.6.

24.6.1

24.6.1 The installing contractor shall provide a general information sign used to determine system design basis and information relevant to the inspection, testing, and maintenance requirements required by NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*.

24.6.1.1 Such general information shall be provided with a ~~permanently marked~~ machine-engraved weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font, secured with corrosion resistant wire, chain, or other acceptable means.

24.6.1.2 Such signs shall be placed at each system control riser, antifreeze loop, and auxiliary system control valve. Signs located at the system control riser shall be allowed to be combined with the Hydraulic Design Information Sign described in 24.5.

NFPA 13D

1.1

1.1 This standard shall cover the design and installation of automatic sprinkler systems for protection against the fire hazards in one- and two-family dwellings and manufactured homes.

When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the minimum design criteria shall be as outlined in Section 8.7 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

3.3.9.3

3.3.9.3 ***Flush Multipurpose Piping System.*** A piping system, other than a network system, intended to serve ~~both~~ one or more domestic toilet fixture(s) and fire protection needs.

3.3.9.4

3.3.9.4 ***Network System.*** A type of multipurpose system utilizing a common piping system supplying all domestic fixtures and fire sprinklers ~~where each sprinkler is supplied by a minimum of three separate paths~~.

4.1.1

4.1.1 The installer shall provide to the owner/occupant instructions on inspecting, testing, and maintaining the system. The instructions shall be attached to the riser or the inside of the panel access door. The instructions shall be weatherproof.

4.7

4.7 Working Plans ~~Documentation~~

~~Documentation shall be available on request to ensure adequate water supply, listed devices, and adequate sprinkler coverage have been addressed.~~

Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

1. Name of owner.
2. Location, including street address.
3. Point of compass.
4. Full height cross section.
5. Ceiling/roof heights and slopes not shown in the full height cross section.
6. Location of partitions, lintels, and doorways. Lintel openings require a cross section view to indicate the area of the opening.
7. Name and label for each area or room.
8. For systems supplied by city mains, location and size of city main in street, and location, size, and type of domestic line, including length to city connection, and water meter location and size. Static and residual hydrants that were used in flow tests shall be shown. The location of the 5 gpm domestic demand shall be indicated.
9. Make, type, model, temperature rating, nominal K-factor, and number of each type of sprinkler, including sprinkler identification number.
10. Pipe type and schedule of wall thickness.
11. Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line.
12. Location and size of riser nipples and drops.
13. Type of fittings and joints.
14. Type and locations of hangers, and methods of securing sprinklers when applicable.
15. Location and size of all valves and drain pipes.
16. Location and size of water gauges.
17. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
18. A summary of the hydraulics, including the static pressure, residual pressure, and flow of the water supply, the pressure and flow demands at the point of connection to the water supply, and the pressure and flow demands at the bottom of the system riser.
19. Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.
20. Relative elevations of sprinklers, junction points, and supply or reference points.
21. A graphic representation of the scale used on all plans.
22. Name, address, phone number, and contractor's license number of contractor.
23. Nevada State Fire Marshal registration number.
24. Signature and NICET number, or engineer's seal, of the designer.
25. Indicate by note the minimum rate of water application per sprinkler head, the maximum spacing for each head, and the domestic demand.
26. Information about antifreeze solution used. Indicate the type of antifreeze used, the amount of antifreeze in the system, and information about antifreeze compatibility with the pipe.
27. General notes as required by the AHJ.
28. Edition year of NFPA 13D to which the sprinkler system is designed.

29. Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system.

6.2.3.1

6.2.3.1 The control valve shall be required ~~permitted~~ to serve the domestic water supply.

6.3.1

6.3.1 A multipurpose piping system shall be installed in accordance with 6.3~~.2~~ through 6.6~~.5.4~~

6.3.1.1

6.3.1.1 All one and two-family dwellings sprinkler systems supplied by the water purveyor shall be multi-purpose, in accordance with this section. This requirement applies both to systems fed with a single-outlet water meter and to systems fed with a dual-outlet water meter, which may be required by the water purveyor.

6.5

6.5 ~~**Common Supply Piping**~~ **Flush Multipurpose Systems.** Flush multipurpose systems shall supply a minimum of one toilet fixture. These systems may be used both with a single-outlet meter or a dual-outlet water meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.5.1 through 6.5.7.

6.5.1 ~~Where common supply pipes serve both fire sprinkler and domestic use, they shall comply with 6.5.2 through 6.5.4.~~ An accessible check valve shall be installed on the fire sprinkler riser to maintain system pressure.

6.5.2 ~~In common water supply connections serving more than one dwelling unit, 5 gpm (19 L/min) shall be added to the sprinkler system demand to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.~~ A minimum demand of 5 gpm (19 L/min) shall be added to the sprinkler system demand at the discharge side of the water meter to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.

6.5.3 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is permitted. No separate control valve controlling only the fire sprinkler system shall be permitted. The domestic supply shall serve all domestic fixtures except for the toilet in the master bathroom.

~~**6.5.3** A warning sign, with minimum ¼ in. (6.4 mm) letters, shall be affixed adjacent to the main shutoff valve and state the following:~~

> ~~**Warning:** The water system for this home supplies fire sprinklers that require certain flows and pressures to fight a fire. Devices that restrict the flow or decrease the pressure or automatically shut off the water to the fire sprinkler system, such as water softeners, filtration systems, and automatic shutoff valves, shall not be added to this system without a review of the fire sprinkler system by a fire protection specialist. Do not remove this sign.~~

6.5.4 Where a dual-outlet meter is provided, the fire sprinkler system shall be piped separately from the domestic system starting at the discharge side of the water meter. There shall be no separate control valve that controls only

the fire sprinkler system (See UDACS for details). The domestic supply shall serve all hot water fixtures, and all cold water fixtures except for the toilet in the master bathroom.

~~i. Where water treatment and filtration are installed, one of the following conditions shall be met:~~

~~a. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.~~
~~b. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.~~

6.5.5 The installation of a backflow preventer, water treatment and filtration device, or a pressure reducing valve between the water meter and the fire sprinkler system is prohibited.

6.5.6 The fire sprinkler system piping shall be designed as a looped system, with vertical and horizontal looping, in a manner that water circulates throughout the system. Dead-end supply lines off of the loop to individual sprinkler heads shall be permitted where each individual dead end does not exceed 50 feet in total length.

6.5.7 A supply line from the sprinkler system loop shall feed into the toilet in the master bathroom.

6.6

6.6 Network Multipurpose Systems. Network multipurpose systems shall provide supply for all interior domestic fixtures and fire sprinkler needs. This design may be used with a single-outlet meter, but is prohibited from use with a dual-outlet meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.6.1 through 6.6.7

6.6.1 A minimum demand of 5 gpm (19 L/min) shall be added to the sprinkler system demand at the discharge side of the water meter to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.

6.6.2 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is required. No separate control valve controlling only the fire sprinkler system shall be permitted. The domestic supply shall serve all domestic fixtures and all fire sprinklers.

6.6.3 Where a dual-outlet meter is provided, the use of a network system is prohibited. System design shall be in accordance with 6.5.

6.6.4 The fire sprinkler system piping shall be designed as a networked system, with interconnection of all domestic fixtures and fire sprinkler heads, in a manner that water circulates throughout the system when any domestic fixture is flowing. Dead-end supply lines are permitted to supply domestic fixtures only.

6.6.5 Where required by the fire code official, networked systems shall be performance tested to prove one-head and two-head flow scenarios, in addition to other inspections and approvals required by this code. Testing shall replicate the effect of devices that restrict flow and pressure, such as water filtration systems, water softeners and pressure reducing valves.

6.6.6 A warning sign, with minimum ¼ in. (6.4 mm) letters, shall be affixed adjacent to the main shutoff valve and state the following:

> **Warning:** The water system for this home supplies fire sprinklers that require certain flows and pressures to fight a fire. Devices that restrict the flow or decrease the pressure or automatically shut off the water to the

fire sprinkler system, such as water softeners, filtration systems, and automatic shutoff valves, shall not be added to this system without a review of the fire sprinkler system by a fire protection specialist. Do not remove this sign.

6.6.7 Where water treatment and filtration loops are installed, the network sprinkler design shall incorporate one of the following conditions:

1. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.
2. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.

7.1.1

7.1.1 A single control valve arranged to shut off both the domestic system and the sprinkler system shall be installed ~~unless a separate shutoff valve for the sprinkler system is installed in accordance with 7.1.2~~.

7.1.2

7.1.2 The sprinkler system piping shall not have a separate control valve installed ~~unless supervised by one of the following methods:~~

~~(1) Central station, proprietary, or remote station alarm service~~
~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~
(3) ~~Valves that are locked open~~

7.3.3

7.3.3 For wet systems, a pressure gauge shall be installed on the supply side of the check valve

7.7

7.7 ~~Attics.~~ Unconditioned Spaces

When nonmetallic piping is installed in unconditioned spaces ~~attics~~, the piping shall be insulated or covered with insulation to a minimum of R-2 level. ~~adequate~~ ~~I~~insulation shall be provided on the unconditioned space ~~attic~~ side of the piping to avoid exposure of the piping to temperatures in excess of the pipe's rated temperature.

7.8

7.8 Stock of Spare Sprinklers. A supply of at least two spare sprinklers for each type installed shall be provided. Where the amount of spare sprinklers is 4 or less sprinkler heads, the spare sprinklers shall be permitted to be zipped or wire tied to fire sprinkler riser piping. Where the amount of spare sprinklers exceeds 4 sprinkler heads, a sprinkler head box shall be installed adjacent to the fire riser access panel.

8.1.1.2.2

8.1.1.2.2* The system shall provide at least the flow required to produce a minimum discharge density of 0.05 gpm/ft2 (2.04 mm/min) to the design sprinklers including fire sprinklers required in garages per section 8.6.4.1.

8.1.3.1.2

8.1.3.1.2 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

8.6.4.1

8.6.4.1 Attached garages with any habitable rooms above shall be required to be protected with fire sprinklers

8.6.5

8.6.5 Sprinklers shall not be required in attics, penthouse equipment rooms, elevator machine rooms, concealed spaces dedicated exclusively to and containing dwelling unit ventilation equipment, floor/ceiling spaces, elevator shafts, crawl spaces, and other concealed spaces that are not used or intended to be used for living purposes ~~and do not contain fuel-fired equipment~~.

8.7

8.7 Mitigation ~~Protection~~ Matrix for Group R Division 3 Occupancies ~~and buildings built under the IRC~~ When a sprinkler system is being upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the sprinkler system shall be designed in accordance with section 8.7.1

8.7.1 General. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table 8.7 shall be applied.

Table 8.7 Mitigation Matrix for Group R Division 3 Occupancies and buildings built under the IRC[4]

Building Area Size Range [6]	Mitigation Residential System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[7]	Sprinklers Required In Areas Subject To Freezing.
< 3,600 sq.ft.	Standard NFPA 13D [2]	No	1"	¾"	No
≥ 3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	No	1"	¾"	No
≥ 10,000 sq.ft. and < 15,000 sq.ft.	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements (section 6.8.5)			

≥15,000 sq.ft.	Modified NFPA 13 [1]	See NFPA 13 for design requirements (section 21.37)

N/A = Not Applicable

1. This mitigation constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached guest houses or garages shall be protected by a minimum Enhanced NFPA 13D system.
4. Excluding Group R Division 3 Occupancies and buildings built under the IRC used as Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.
7. Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

8.7.2.1 Where required. When Table 8.7 requires an Enhanced 13D design, sprinklers shall be installed throughout the structure except where omissions are permitted by sections 8.6.6 and 8.6.7, and the following:

1. Unheated attic spaces.
2. Floor/ceiling spaces.
3. Concealed combustible spaces with no access for storage or living purposes.
4. Exterior overhangs, porches, and carports

8.7.3 Other Protection Designs. For other protection designs listed in Table 8.7, see the respective revised codes for NFPA 13 and NFPA 13R minimum design requirements.

NFPA 13R

1.1

1.1 Scope

This standard covers the design and installation of automatic sprinkler systems for protection against fire hazards in residential occupancies up to and including two ~~four~~ stories in height. Residential occupancies three or more stories in height shall be protected throughout in accordance with NFPA 13.

When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access for single-family residential occupancies, the minimum design criteria shall be as outlined in Section 6.8.5 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

5.1.3

5.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the system design pressure, whichever is greater.

5.2.1

5.2.1 Pipe or tube used in sprinkler systems shall be of the materials specified in Table 5.2.1 or in accordance with 5.2.2. Piping shall have corrosion resistance ratio (CRR) of 1 or more.

6.4.4

6.4.4 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

6.6.4

6.6.4 Sprinklers shall be installed in any closet used for heating and air-conditioning equipment ~~except as permitted by 6.6.7~~ or containing fuel-fired equipment

6.6.5

6.6.5 Sprinklers shall not be required in any porches, balconies, corridors, and stairs that are open and attached, unless specifically required in any of these areas by the Building Code and/or Fire Code.

6.6.6.1

6.6.6.1 Protection of Fuel-Fired Equipment. ~~When fuel-fired equipment is present, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment.~~ Where protection of fuel-fired equipment is required by 6.9.4, 6.9.6 and 6.9.7, sprinkler protection shall be provided in accordance with the following:

(1) At least one quick-response sprinkler with a minimum k-factor of 5.6 shall be provided above the fuel-fired equipment. Sprinklers shall be sufficient to cover the fuel-fired equipment protection area, which is equal to the entire perimeter of the fuel-fired equipment when viewed on a plan view.
(2) Where the sprinkler(s) protecting the fuel-fired equipment is located under a ceiling with slope equal to or greater than a 4:12 pitch, a minimum of one sprinkler shall be located above the edge of the fuel-fired equipment protection area, on the upslope side of the equipment.
(3) Freeze protection shall be provided in accordance with 6.1.4.1.

6.6.7

6.6.7 Sprinklers shall not be required in closets (regardless of size) on exterior balconies and exterior breezeways/corridors, regardless of size, as long as the closet does not have doors or unprotected penetrations directly into the dwelling unit, and as long as the closet does not contain fuel-fired equipment.

6.7.2.2.2

6.7.2.2.2 Where water supplies are known to have unusual corrosive properties and threaded or cut-groove steel pipe is to be used, wall thickness shall be in accordance with Schedule 30 [in sizes 8 in. (200 mm) or larger] or Schedules 40 [in sizes less than 8 in. (200 mm)]. Piping shall have corrosion resistance ratio (CRR) of 1 or more.

6.8.2

6.8.2 The sprinkler system piping shall not have a separate control valve installed unless supervised by a ~~one of the following methods:~~

(1) Central station, proprietary, or remote station alarm service

~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~

~~(3) Valves that are locked open~~

6.15

~~**6.15 Drop Out Ceilings.** Drop out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~

7.1.1.4

7.1.1.4 Systems installed in accordance with the single family residential protection matrix (Section 7.5) shall not require monitoring.

7.5

7.5 Mitigation ~~Protection~~ Matrix for Group R Division 3 Occupancies. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table 6.8.5 shall be applied.

Table 7.5 Mitigation ~~Protection~~ Matrix for Group R Division 3 Occupancies[4]

Building Area SIZE RANGE [6]	Mitigation Residential SYSTEM TYPE[1,3]	SEPARATE SPRINKLER LEAD-IN REQUIRED [5]	MINIMUM UNDERGROUND PIPE SIZE [5]	MINIMUM WATER METER SIZE[5]	SPRINKLERS REQUIRED IN AREAS SUBJECT TO FREEZING.
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements (section 8.7)			
≥ 3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements (section 8.7)			
≥ 10,000 sq.ft. and < 15,000 sq.ft.	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sq.ft.	Modified NFPA 13 [1]	See NFPA 13 for design requirements (section 21.37)			

N/A = Not Applicable

1. This mitigation constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
4. Excluding Group R Division 3 occupancies used as Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.

7.5.1 Enhanced 13R Design. When Table 6.8.5 requires an Enhanced 13R design, the sprinkler system shall be designed and installed in accordance with NFPA 13R, except that sprinklers shall be installed throughout the structure except where omissions are permitted by the following:

1. Unheated attic spaces that do not contain fuel fired equipment.
2. Floor/ceiling spaces.
3. Concealed combustible spaces with no access for storage or living purposes.

7.5.2 Other Protection Designs. For other protection designs listed in Table 6.8.5, see the respective revised codes for NFPA 13 and NFPA 13D minimum design requirements.

8.1.7

8.1.7 Sprinkler plans shall indicate the following:

1. Name of owner and occupant.
2. Location, including street address.
3. Point of compass.
4. Ceiling construction.
5. Full height cross section.
6. Ceiling/roof heights and slopes not shown in the full height cross section.
7. Location of fire walls.
8. Location of partitions, lintels, and doorways. Lintel openings require a cross section view to indicate the area of the opening.
9. Occupancy, label, and name of all ~~each~~ areas or rooms.
10. Location and size of concealed spaces, attics, closets, and bathrooms.
11. Any small enclosures in which no sprinklers are to be installed.
12. Size of city main in street; pressure; whether dead end or circulating, and, if dead end, the direction and distance to nearest circulating main; and city main test results including elevation of the test hydrant.
13. Make, manufacturer, model, type, heat-response element, temperature rating, nominal K-factor, number of sprinklers installed, and nominal orifice size of the sprinkler, including sprinkler identification number.
14. ~~Temperature rating and location of high-temperature sprinklers~~
15. ~~Number of sprinkler on each riser, per floor~~
14. Type ~~Kind~~ and location of ~~alarm bells~~ horn/strobes.
15. Type of pipe and fittings.
16. Pipe type and schedule of wall thickness.
17. Type of protection for nonmetallic pipe.
18. Nominal pipe size with lengths shown to scale.
19. Location and size of riser nipples.
20. Type of fittings and joints and the location of all welds and bends.
21. Type and locations of hangers, sleeves, braces, and methods of securing sprinklers, where applicable.
22. All control valves, check valves, drain pipes, and test connections.
23. Underground pipe size, length, location, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade.
24. In case of hydraulically designed systems, the information on the hydraulic data nameplate.
25. Name, ~~and~~ address, phone number, and contractor's license number of sprinkler contractor.
26. Nevada State Fire Marshal registration number.
27. Signature and NICET number, or engineer's seal, of the designer.
28. General notes as required by the AHJ.
29. Approximate capacity in gallons of each dry pipe system.
30. Make, type, model, and size of alarm or dry pipe valve.
31. Piping provisions for flushing.
32. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
33. A graphic representation of the scale used on all plans.
34. Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.
35. The minimum rate of water application (density or flow or discharge pressure), the design area of water application, and the domestic demand.
36. The total quantity of water and the pressure required noted at a common reference point for each system.

37. Relative elevations of sprinklers, junction points, and supply or reference points.
38. Information about backflow preventers (manufacturer, size, type).
39. Information about antifreeze solution used (type and amount).
40. Size and location of hydrants, showing size and number of outlets. Static and residual hydrants that were used in flow tests shall be shown.
41. Size, location, and piping arrangement of fire department connections.
42. Location of fuel-fired equipment and heating and air-conditioning equipment.
43. Location of closets on exterior balconies, and a note indicating whether there is any type of door or penetration between the closet and the dwelling unit.
44. Edition year of NFPA 13R to which the sprinkler system is designed.
45. Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system.

NFPA 14

3.3.5

3.3.5 High-Rise Building. A building where the floor of an occupiable story is greater than 55 ft (17 m) ~~75 ft (23 m)~~ above the lowest level of fire department vehicle access.

4.2.3.2

4.2.3.2 Where system pressures exceed 300 psi, piping expected to experience greater than 300 psi at zero flow shall be rated for the pressures expected, and have minimum nominal pipe wall thickness in accordance with Schedule 40.

4.6.1.1.1

4.6.1.1.1 Within the cabinet, the hose connections shall be located so that there is at least 1 in. (25.4 mm) between any part of the cabinet and the handle of the valve when the valve is in any position ranging from fully open to fully closed, 6 in (150 mm) clearance perpendicular from the valve handle to any part of the cabinet, and 6 in (150 mm) clearance around the circumference of outlet to any part of the cabinet. The door shall not be considered to be part of the cabinet for the purposes of this section.

4.8.2

4.8.2 Each fire department connection shall have at least two, and not less than one for each 250 gpm of system demand or fraction thereof, 2 ½ inch (65 mm) internal threaded fittings having NHS threads, as specified in NFPA 1963, *Standard for Fire Hose Connections.* Fire Department Connections shall be provided with internal check valve(s) such that water being supplied into any inlet will not flow back out of any other inlet. For the purposes of this section, internal clapper valve devices provided by the manufacturer in listed Fire Department Connections shall be considered internal check valves. *(See Section 7.7 and 7.12 for design requirements)*

4.8.2.3

4.8.2.3 Fire department connection piping shall be a minimum of 4 in (100 mm) for three or fewer inlets, a minimum of 6 in (150 mm) for four or more inlets, and shall in all cases have a diameter equal or greater to the largest supply line.

5.2.1.2.1

5.2.1.2.1 Piping volume shall not be limited where the system is designed in accordance with Section 5.2.1.3.2. ~~Not more than 750 gal (2839 L) system capacity shall be controlled by one dry pipe valve~~

5.2.1.2.2

5.2.1.2.2 ~~Piping volume shall be permitted to exceed the requirements of 5.2.1.3.1 where the~~ S~~s~~ystem design shall be ~~is~~ such that water is delivered to the system at the most remote hose connection in not more than 3 minutes, starting at the normal air pressure on the system and at the time of fully opened hose connection.

6.1.2.2.1

6.1.2.2.1 In buildings constructed of Type I or Type II construction in accordance with the International Building Code or in buildings equipped with an approved automatic sprinkler system, standpipes ~~lateral piping to 2 ½ in. (65 mm) hose connections~~ shall not be required to be protected by fire rated construction.

6.3.2.1

6.3.2.1 Individual hose valves fed from the feed main shall each be provided with an isolation valve, such that maintenance of the individual hose valve can be accomplished without interrupting the supply to standpipes fed from the feed main.

6.3.7.1

6.3.7.1 System water supply valves, isolation control valves, and other valves in feed mains shall be electrically supervised in an approved manner in the open position by ~~one of the following methods:~~

~~(1) A~~ a central station, proprietary, or remote station signaling service

~~(2) A local signaling service that initiates an audible signal to a constantly attended location~~

~~(3) Locking of valves in the open position~~

~~(4) Sealing of valves and an approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner~~

6.4.5.2.2

~~**6.4.5.2.2** A sign also shall indicate the pressure required at the inlets to deliver the system demand~~

6.4.5.3

6.4.5.3 Signs shall be provided at fire department connections, indicating the areas of the building served and the minimum required pressure and flow to be delivered through the inlets. Where a fire department connection services multiple buildings, structures, or locations, ~~a~~ the sign shall ~~be provided~~ indicate ~~indicating~~ the buildings, structures, or locations served.

6.4.5.3.1

6.4.5.3.1 Signs shall have a red background and be professionally engraved with white lettering a minimum of 1 in. (25.4 mm) in height, with a minimum stroke of ¼ in. Signs shall consist of durable, weatherproof materials, subject to approval by the authority having jurisdiction.

7.2.1

7.2.1 The maximum pressure at any point in the system at any time shall not exceed 350 psi (24 bar), except where components are rated for higher pressures and are approved by an alternative materials and methods report approved by the authority having jurisdiction.

7.2.3.2

7.2.3.2 Where the static pressure ~~at a hose connection~~ exceeds 175 psi (12.1 bar) at a 1½ in. (40 mm) hose connection or exceeds 200 psi (13.9 bar) at a 2½ in. (65 mm) hose connection, an approved pressure-regulating device shall be provided to limit static and residual pressures at the outlet of the hose connection to 100 psi (6.9 bar) for 1½ in. (40 mm) hose connections and 200 ~~175~~ psi (13.9 bar) ~~(12.1 bar)~~ for other hose connections. The pressure on the inlet side of the pressure-regulating device shall not exceed the device's rated working pressure.

7.2.3.4

7.2.3.4 Where hose valve pressure regulating devices are installed on 2 ½ in. (65 mm) outlets, they shall be field adjustable, capable of being adjusted through the full adjustment range by a 3/8 in. (12 mm) rod with a maximum required torque of 30 foot-pounds (41 nm) while flowing water. Field adjustment shall not require any hose valve disassembly.

7.2.4

7.2.4 Pressure Regulating Devices ~~When system pressure regulating devices are used in lieu of providing separate pumps, multiple zones shall be permitted to be supplied by a single pump and pressure regulating device(s) under the following conditions:~~ The *fire code official* shall be consulted regarding the use of system pressure regulating devices. When system pressure-regulating devices are used in lieu of providing separate pumps, multiple zones shall be permitted to be supplied by a single pump and pressure-regulating device(s) under the following conditions:

(1) ~~A method to isolate each of the pressure regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure regulating device, in a manner where only the device being maintained and repaired is out of service.~~ Pressure-regulating device(s) shall be permitted to control pressure in the lower zone(s). When the system configuration results in a pressure-regulating device is the single source of water to a structure, a redundant pressure-regulating device shall be provided in parallel configuration for the full range of anticipated system flow.

(2) ~~A method to isolate each of the pressure regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure regulating device, in a manner where only the device being maintained and repaired is out of service.~~

(3) ~~Regulating devices shall be arranged so that the failure of any single device does not allow pressure in excess of 200 175 psi (13.9 12.1 bar) to not more than two hose connections~~

(4) ~~An equally sized bypass around the pressure regulating device(s), with a normally closed valve, shall be installed.~~

(5) ~~Pressure regulating devices and the bypass valve shall be installed not more than 7ft 6in (2.31 m) above the floor.~~ Deleted without substitution refer to base code.

(6) The pressure-regulating device shall be provided with inlet and outlet pressure gauges.

(7) The Fire Code Official shall be consulted regarding the fire department connection(s) configuration with the standpipe system.

(8) ~~The pressure-regulating device shall be provided with a pressure relief valve~~ sized for the full anticipated system flow and capable of maintaining downstream system pressures below the maximum pressure ratings for all system components ~~in accordance with manufacturer recommendations.~~

(9) ~~Remote monitoring and supervision for detecting high pressure failure of the pressure of the pressure-regulating device shall be provided in accordance with *NFPA 72, National Fire Alarm Code*.~~ Such failure ~~shall be detected by providing a flow switch downstream on the pressure relief valve.~~

(10) A drain sufficient to allow flow of the full anticipated system flow shall be provided adjacent to the pressure-regulating devices. Use of this drain line for discharge from the pressure relief valve shall be permitted.

7.3.2

7.3.2 Class I Systems. Class I systems shall be provided with 2 ½ in. (65 mm) hose connections in the following locations:

(1) At the main floor landing in exit stairways

(2) On each side of the wall adjacent to the exit openings of horizontal exits, unless permitted to be omitted by the Fire Code

(3) In other than covered mall buildings, in each exit passageway at the entrance from the building areas into the passageway

(4) In covered mall buildings, at the entrance to each exit passageway or exit corridor, and at the interior side of public entrances from the exterior to the mall

(5) At the highest landing of stairways with stairway access to a roof, and on roofs with a slope of less than 4 in 12 where stairways do not access the roof

7.3.2.2

7.3.2.2 Class I hose systems shall be designed so that all floor areas of the floor or story are protected by hose valve coverage, with 100 feet of hose and 30 feet of stream from each hose valve connection. The length of hose shall be measured along approved walking paths, and the stream distance shall not be expected to turn corners. Where the most remote portion of a ~~nonsprinklered~~ floor or story is not protected with the hose valves already provided in accordance with 7.3.2 subject to these distance limitations. ~~is located in excess of 150 ft (45.7 m) of travel distance from a required exit containing or adjacent to a hose connection, or the most remote portion of a sprinklered floor or story is located in excess of 200 ft (61 m) of travel distance from a required exit containing or adjacent to a hose connection,~~ additional hose connections shall be provided, in approved locations~~, where required by the local fire department or the authority having jurisdiction~~.

7.3.3.1

7.3.3.1 Class II systems shall be provided with 1 ½ in. (40 mm) hose stations so that all portions of each floor level of the building or area thereof required to be protected are within 130 ft (39.7 m) of a hose connection provided with 1 ½ in. (40 mm) ~~hose or within 120 ft of a hose connection provided with less than 1 ½ in (40 mm) hose~~.

7.4

7.4 Number of Standpipes. Separate standpipes shall be provided in each required exit stairway. Scissor stairs having two separate landings on each level shall be provided with a separate hose connection on each stair landing.

7.8.1

7.8.1 Minimum Design Pressure for Hydraulically Designed Systems. Hydraulically designed standpipe systems shall be designed to provide the waterflow rate required by Section 7.10 at a minimum residual pressure of 125 psi ~~100~~ (8.6 ~~6.9~~ bar) at the outlet of the hydraulically most remote 2 ½ in. (65 mm) hose connection and 65 psi (4.5 bar) at the outlet of the hydraulically most remote 1 ½ in. (40 mm) hose station.

7.8.1.1

7.8.1.1 Manual standpipe systems shall be designed to provide 125 psi (8.6 bar) ~~100 psi (6.9 bar)~~ at the topmost outlet with the calculations terminating at the fire department connection.

7.9.1.3

7.9.1.3 Where pumps are used in structures with an occupied floor located greater than 250 ft in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

7.11.1.1

7.11.1.1 The drain riser shall be equipped with tees that are of the same size as the discharge outlets of the pressure-regulating devices to be tested with internal threaded swivel fitting having NHS threads, as specified in NFPA 1963, *Standard for Fire Hose Connections*, with plugs, and shall be located ~~on~~ at ~~least~~ every ~~other~~ floor with a hose valve pressure-regulating device. A drain connection shall be provided adjacent to every hose valve pressure-regulating device, even if the pressure-regulating device is not on a vertical standpipe riser.

7.11.1.3

7.11.1.3 Where drain risers are interconnected and run to a common discharge point, all piping shall be sized for the maximum possible combined flow.

7.12.1.1

7.12.1.1 In buildings with multiple pump zones, each zone shall be provided with an express main and fire department connection from the street to each pump zone. ~~The high zone fire department connection(s) shall not be required to be provided where 7.9.3 applies.~~

7.12.2.1

~~**7.12.2.1** A single connection for each zone shall be permitted where acceptable to the fire department~~

7.12.3

7.12.3 Fire department connection sizes shall be based on the greater of the sprinkler system demand (if a combined system) or the standpipe system demand and shall include one 2 ½ in. (65 mm) inlet per every 250 gpm (946 L/min)

7.12.3.1

~~**7.12.3.1** An approved large diameter hose connection of a size to accommodate the required flow shall be permitted.~~

8.1.1

8.1.1 Plans accurately showing the details and arrangement of the standpipe system shall be furnished to, reviewed, and stamped accepted by the authority having jurisdiction prior to the installation of the system.

8.1.6

8.1.6 Plans shall include the following items:

1. Provide a detailed narrative describing the scope of work to be conducted associated with the plans.
2. Name of owner and occupant.
3. Location, including street address.
4. Name address, phone number, and contractor's license number of sprinkler contractor.
5. Nevada State Fire Marshal registration number.
6. Signature and NICET number, or engineer's seal, of the designer.
7. General notes as required by the AHJ.
8. Point of compass.
9. The plan must show a top view of all areas on a common architectural scale, i.e. 1/8", 3/16", 1/4", etc. All walls and doors need to be shown, and each room must be labeled according to use. The top view must show supply and drain pipe layout, pipe dimensions, attachments, braces, hangers, standpipe hose outlets, hydraulic nodes, and the coverage area from each hose valve to the remote areas of the floor plan. The coverage area shall be shown on plans and be measured along the path of travel from hose valves, around walls and through doors, to the most remote areas of the floor. The 30 feet distance assigned to the hose stream shall not be allowed to bend or turn.
10. The plan must show section views with a riser diagram to describe the locations of mains, lines, and hose valves within the structure. A minimum of one view is required, although additional views may be necessary to determine compliance with NFPA 14. The section view must be drawn to a common architectural scale, i.e. 1/8", 3/16", 1/4", etc. The riser diagram must indicate all components on the riser, including fire department connections; water supply components, including fire pumps and supply

lines; interconnecting horizontal pipe; all standpipes on the system; control valves at the base of all standpipes; hose valves fed by the standpipes; and, where required for testing of pressure regulating valves, the drain lines.

11. The plans shall include an isometric view showing the entire system in one view.
12. A graphic representation of the scale used on all plans.
13. Ceiling construction.
14. Full height cross section.
15. Location of fire walls.
16. Location of horizontal exits.
17. Location of partitions.
18. Label and name of each area or room.
19. General notes shall be provided, as follows:
    a. Indicate compliance with NFPA 14.
    b. Indicate the type of system per Section 5.2 and the class of the system per Section 5.3.
    c. Indicate the minimum and maximum pressure requirements for the system.
    d. Indicate the minimum flow for the system and for each individual valve.
    e. Provide a description of hose valves used, detailing the manufacturer, model number(s), and outlet size.
    f. Manufacturer, schedule and type of piping.
    g. Manufacturer and type of fittings.
    h. Type of freeze protection (building heated, dry system, anti-freeze system, heat-trace, etc).
    i. Indicate the pressure required for the hydrostatic test, being 200 psi or 50 psi about pump churn pressure, whichever is higher.
    j. Indicate the quantity of hose valves shown on the submittal.
20. Underground pipe size, length, location with respect to the building, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade. Show the locations of fire hydrants used for water supply to the fire department connection(s), indicate the test and flow test results and label the test and flow hydrants.
21. Provide information regarding the fire pump, as applicable.
22. Other sources of water supply, including water storage tanks and fire department connections, shall be shown on plans.
23. Size, location, and piping arrangement of fire department connections, with details of the connection.
24. Fire Department Connection Signage: A sign shall be provided adjacent to each FDC indicating what systems are being served, what areas of the building are served, and the minimum required pressure and flow at the Fire Department Connection for correct system operation. Provide a detail of this sign on the plan.
25. Detail of Class I. Class II, or Class III hose valves located in cabinets. The cabinet size, and the placement of items within the cabinet, shall be such to provide a minimum clearance of 6 inches perpendicularly from the face of the valve, a minimum of 1 inch around the circumference of the valve, and a minimum of 6 inches around the circumference of the hose outlet cap.
26. Type of pipe and fittings.
27. Pipe type and schedule of wall thickness.
28. Nominal pipe size with lengths shown to scale.
29. Type of fittings and joints and the location of all welds and bends.
30. Type and locations of hangers, sleeves, braces, and methods of securing sprinklers, where applicable.
31. Show hanger locations, and provide details of hanger installations.
32. Seismic bracing information shall be provided, including locations, details, and calculations.
33. Provide details for penetrations of standpipe piping through walls, floors, and other structural members. Show detail to note clearances around the piping and/or locations of flexible connections.
34. Provide details for all penetrations in rated walls and floors, providing information regarding the method of maintaining fire rating of the wall or floor.
35. All control valves, check valves, drain pipes, and test connections.
36. Make, type, model, and size of alarm or dry pipe valve.
37. Piping provisions for flushing and for testing.

38. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
39. A detail of the hydraulic data nameplate.
40. Hydraulic reference points shown on the plan, including the top view, section view, and isometric view, that correspond with comparable reference points on the hydraulic calculation sheets.
41. The total quantity of water and the pressure required noted at a common reference point for each system.
42. Edition year of NFPA 14 to which the standpipe system is designed.
43. Pressure Reducing Valves: For all pressure reducing valves, including direct-acting and pilot-operated valves, which are shown on the plans, indicate the make, model, and setting of the pressure-reducing valve, and provide a detail for each unique installation configuration.
44. Where direct-acting pressure regulating hose valves are provided anywhere in the building, provide a chart on the plans. The chart shall have eight columns, as follows:
    a. Floor Level – Provide numerical designation for all floor levels in the building.
    b. Static Pressure, Inlet – Indicate the static pressure at the inlet of the hose valve on all floor levels. Provide a supporting hydraulic. calculation at zero flow with churn pressure, providing a node at the hose valve on each floor level to indicate the static pressure at each hose valve.
    c. Residual Pressure, Full Flow, Inlet – Indicate the residual pressure at the inlet of hose valves on each floor. Provide a supporting hydraulic calculation at full standpipe design flow per NFPA 14 (750 or 1,000 gpm), providing a node on each floor level to indicate the residual pressure at each hose valve.
    d. Residual Pressure, 250-gpm flow, inlet - Indicate the residual pressure at the inlet of hose valves on each floor while flowing 250 gpm. Provide a supporting hydraulic calculation at 250 gpm flow at the most remote standpipe outlet, providing a node on each floor level of the most remote standpipe to indicate the residual pressure at each hose valve.
    e. Valve Make and Model – Indicate the manufacturer of the valve on all floors, and the model number for the specific valve. Provide supporting manufacturer specifications.
    f. Valve Setting – Indicate the hose valve setting or bonnet number proposed for each valve. The setting or bonnet number must be associated with the manufacturer specifications for the valve.
    g. Residual Pressure, Full Flow, Outlet – Indicate the residual outlet pressure at the outlet of the hose valve under the full-flow condition. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer. For non-PRV installation, the residual pressure is taken by analysis of the equivalent lengths of the fittings and the hose valve.
    h. Residual Pressure, 250-gpm flow, Outlet - Indicate the residual outlet pressure at the outlet of the hose valve when flowing 250 gpm. This is necessary to establish the residual pressure expected during field inspection. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer.

11.5.6.2

11.5.6.2 The system shall deliver a minimum of 250 gpm (946 L/min) at the hose connection within 3 minutes of opening the hose valve. ~~if the system capacity exceeds 750 gal (2480 L)~~

12.7.2

12.7.2 Where temporary standpipes normally contain water, the piping shall be protected against freezing, unless otherwise approved by the authority having jurisdiction.

NFPA 20

3.3.24

3.3.24 High-Rise Building. A building where the floor of an occupiable story is greater than 55 ft (16.8 m) ~~75 ft (23 m)~~ above the lowest level of fire department vehicle access.

4.1.3

4.1.3 Where a pump is used to provide booster pressure supply to multiple structures, a redundant fire pump shall be provided for each required fire pump.

4.10.1.1

4.10.1.1 A liquid-filled pressure gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected near the discharge casting with a 0.25 in. (6.25-mm) gauge valve.

4.10.2.1

4.10.2.1 Unless the requirements of 5.10.2.4 are met, a liquid-filled compound pressure and vacuum gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected to the suction pipe near the pump with a 0.25 in. (6.25-mm) gauge valve.

4.12.1.1.1

4.12.1.1.1* Fire pump units ~~serving high-rise buildings~~ shall be protected from surrounding occupancies by a minimum of 2-hour fire-rated construction or physically separated from the protected building by a minimum of 50 ft (15.3m).

4.12.1.1.2

4.12.1.1.2 ~~Indoor fire pumps in non-high-rise buildings shall be physically separated or protected by fire-rated construction in accordance with Table 5.12.1.1.2.~~ Standalone dedicated fire pump houses shall have a fire-resistance rating of not less than 2 hours unless the fire pump house is located a minimum of 50 feet away from the building served by the fire pump.

Table 4.12.1.1.2

~~*Table 4.12.1.1.2 Equipment Protection*~~

~~*Pump Room/ House*~~	~~*Building(s) Exposing Pump Room/House*~~	~~*Required Separation*~~

~~Not sprinklered~~	~~Not sprinklered~~	~~2 hour fire rated~~
~~Not sprinklered~~	~~Fully sprinklered~~	~~or~~
~~Fully sprinklered~~	~~Not sprinklered~~	~~50 ft (15.3 m)~~
~~Fully sprinklered~~	~~Fully sprinklered~~	~~1 hour fire rated~~
		~~or 50 ft (15.3 m)~~

4.12.1.3

4.12.1.3 Fire Pump Buildings or Rooms ~~with Diesel Engines.~~ Fire pump buildings or rooms ~~enclosing diesel engine pump drivers and day tanks~~ shall be protected with an automatic sprinkler system installed in accordance with NFPA 13, *Standard for the Installation of Sprinkler Systems*.

4.12.2.1.1

4.12.2.1.1. Fire pump rooms not directly accessible from the outside shall be accessible through an enclosed passageway from an enclosed stairway or exterior exit. The enclosed passageway and/or stairway shall have a minimum 2-hour fire-resistance rating. The travel distance through the enclosed passageway shall not exceed 50 feet.

4.12.3.1

4.12.3.1 An approved or listed permanently installed (hard-wired for electrically powered devices) source of heat shall be provided for maintaining the temperature of a pump room or pump house~~, where required,~~ above 40° F (5° C).

4.12.4

4.12.4 Normal Lighting. Artificial permanently installed lighting shall be provided in a pump room or house.

4.14.4.1

4.14.4.1 ~~Where the suction supply is of sufficient pressure to be of material value without the pump, the~~ All pumps supplied by municipal water supply shall be installed with a bypass. *(See Figure A.4.14.4.)*

5.1.1.3

5.1.1.3 Where pumps are used in structures with walking levels greater than 250 ft in height about the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

9.3.1

9.3.1 ~~Except for an arrangement described in 9.3.3,~~ At least one alternate source of power shall be provided when the requirement of 9.3.3 is not satisfied. ~~height of the structure is beyond the pumping capacity of the fire department apparatus~~.

9.3.4

9.3.4 When provided, the alternate source of power shall be supplied from one of the following sources:

(1) A generator installed in accordance with Section 9.6.

(2) One of the sources identified in 9.2.2(1), 9.2.2(2), 9.2.2(3), or 9.2.2(5) where the power is provided distinctly independent of the normal source of power. Any connections to the public utility shall be considered a single source of power and subsequently cannot be utilized as both normal power and the alternate (backup) power.

10.2.1

10.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Additionally, the controllers shall be readily accessible by locating controllers near the entrance to the room, and shall comply with clearance requirements from the National Electrical Code.

10.4.7.1.1

10.4.7.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

12.2.1

12.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Additionally the controllers shall be readily accessible by locating controllers near the entrance to the room and shall comply with clearance requirements from the National Electrical Code.

12.4.2.1.1

12.4.2.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

NFPA 22

5.1.1.1

5.1.1.1 Steel tanks shall be designed in accordance with AWWA D100, *Welded Steel Tank for Water Storage*, 1996, or AWWA D103, *Factory-Coated Bolted Steel Tanks for Water Storage*, 1997.

14.4.1

14.4.1 A permanent ~~pipe~~ ~~connected~~ connection to ~~a~~ an approved water supply shall be provided to fill the tank. Where the tank serves as a break tank between the city supply and fire pump(s), the fill shall be through automatic fill valves that are tied to water level sensors, and a bypass line of equal size with a normally closed control valve shall be provided.

14.4.2

14.4.2 The means to fill the tank shall be sized to fill the tank in a maximum time of 8 hours. Where the tank serves as a break tank between the city supply and building fire pump(s), the means to fill the tank shall be automatic and shall provide supply flow equal to 150% of the fire pump rated flow.

14.5.5

14.5.5 Discharge The overflow pipe shall discharge water to a drain with flow capacity equal to or greater than the fill line supply flow, or to an approved exterior location subject to approval by the authority having jurisdiction.

14.8.1

14.8.1 Provisions shall be made for the installation of sensors in accordance with *NFPA 72* for two critical water temperatures and two critical water levels.

14.8.1.1 Where the water storage tank acts as a break tank between the city supply and fire pump(s), water level sensors shall be provided. A minimum of three sensor levels shall be provided. Two sensor levels shall activate the turn-on/turn-off of the fill valve. The third sensor level shall indicate a low level alarm. The sensor that opens the fill control valve shall be set 5 inches (127 mm) below normal (full) level, or at 90% of the normal (full) volume, whichever leaves the greater volume in the tank. The sensor that closes the fill control valve shall be set at normal (full) level. The sensor that signals a low alarm shall be set 12 inches (300 mm) below normal (full) level, or at 70% of the normal (full) volume, whichever leaves the greater volume in the tank. The low level alarm shall be transmitted to a constantly attended location to initiate response to the fill control bypass valve

NFPA 24

6.5.2

6.5.2 A sectional valve shall be provided at the following locations:

(1) On each bank where a main crosses water

(2) Outside the building foundation(s) where a main or a section of a main runs under a building

(3) On the underground line where there are two sources of water, after every 2 fire hydrants or building fire sprinkler connections

NFPA 72

3.3.7.2

3.3.7.2 False Alarm. Activation or reporting of an alarm for which no such alarm condition, fire or emergency actually exists. Additionally, False Alarm is the willful and knowing initiating or transmission of a signal, message or other notification of an event of fire when no such danger exists.

3.3.95.4.2

3.3.95.4.2 ***Dedicated Function Fire Alarm System.*** A protected premises fire alarm system installed specifically to perform fire safety function(s) where a building fire alarm system is not required. Such systems include, but are not limited to sprinkler monitoring systems and elevator recall systems. (SIG-PRO)

10.5.5.1

10.5.5.1 Dedicated Branch Circuit. A dedicated branch circuit ~~of one of the following:~~ shall supply primary power from a commercial light and power source.

~~(1) Commercial light and power.~~

Exceptions:

(1) When approved by the AHJ, an engine-driven generator or equivalent in accordance with 10.5.10.2, where a person specifically trained in its operation is on duty at all times may be used for a specified period of time.

(2) When approved by the AHJ, an engine-driven generator or equivalent arranged for cogeneration with commercial light and power in accordance with 10.5.10.2, where a person specifically trained in its operation is on duty at all times may be used.

10.15

10.15* Protection of Fire Alarm System. In areas that are not continuously occupied, automatic smoke detection shall be provided at the location of each fire alarm control unit(s), notification appliance circuit power extenders, and supervising station transmitting equipment to provide notification of fire at that location.

Exception No. 1: Where ambient conditions prohibit installation of automatic smoke detection, automatic heat detection shall be permitted.

Exception No. 2: Dedicated function fire alarm systems shall not have smoke detectors installed above the dedicated function fire alarm control unit.

10.16.1

10.16.1 Alarm Annunciation. The location of an operated initiating device shall be displayed by an alphanumeric display at the fire alarm control unit. Unless otherwise approved, the alphanumeric display shall show the device type, floor level (if applicable), device address (if applicable), and a descriptive location for the operated device(s). The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances. Alarm annunciators shall comply with all of the following:

1. If a building has a main entrance/foyer, a remote annunciator shall be provided inside the building at the main entrance/foyer.
   Exception: When the fire alarm control unit is located inside the building at the main entrance/foyer, a remote annunciator is not required at the main entrance/foyer.
2. If a building has a fire riser room with an exterior door, a remote annunciator shall be provided within the fire riser room.
   Exception: When the fire alarm control unit is located within the fire riser room, a remote annunciator is not required within the fire riser room.
3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.
4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).
5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

~~**10.16.1.1** Where required by other governing laws, codes or standards, the location of and operated initiating device shall be annunciated by visible means.~~

~~**10.16.1.1.1** Visible annunciation of the location of an operated initiating device shall be by an indicator lamp, alphanumeric display, printout or other approved means.~~

~~**10.16.1.1.2** The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.~~

12.2.4

12.2.4* The installation of all pathway wiring, cable and equipment shall be in accordance with *NFPA 70, National Electric Code* and the applicable requirements of 12.2.4.1 through 12.2.4.5. In all occupancies, other than residential two stories or less, all wiring, including optical fiber cables, shall be in enclosed metallic conduit or shall be MI, MC, or AC cable. (SIG-FUN)

17.5.3.1

17.5.3.1 Total (Complete) Coverage. Where required by laws, codes, or standards, and unless otherwise modified by 17.5.3.1.1 through 17.5.3.1.5, total coverage shall include all rooms, halls, storage areas and basements. Attics, lofts, spaces above suspended ceilings, and other subdivisions and accessible spaces; and the inside of all closets, elevator shafts, enclosed stairways, dumbwaiter shafts, and chutes shall also have detectors if required by the authority having jurisdiction or to satisfy performance design criteria. Inaccessible areas may not be required to be protected by detectors.

17.5.3.1.6

17.5.3.1.6 When area detectors are installed instead of duct smoke detectors to comply with the Uniform Mechanical Code total coverage is defined as the area served by the air-moving equipment.

17.6.3.5.2

~~**17.6.3.5.2*** The minimum spacing of heat detectors shall not be required to be less than 0.4 times the height of the ceiling.~~

17.7.3.1.3

17.7.3.1.3 If the intent is to protect against a specific hazard, and the detectors are not otherwise required by this code or other applicable codes, the detector(s) shall be permitted to be installed closer to the hazard in a position where the detector can intercept the smoke.

17.12.2

17.12.2 Activation of the initiating device shall occur within ~~90~~ 60 seconds of waterflow at the alarm-initiating device when flow occurs that is equal or greater than that from a single sprinkler of the smallest orifice size installed in the system.

18.3.2.4

18.3.2.4 Voltage drop calculations shall be performed using one of the following methods:

(1) The lump sum calculation method, which shall be calculated as follows:
  (a) Calculate the voltage drop using one of these formulas:
    i. $V_D = I * ((R * 2 * L)/1{,}000)$ **OR**
    ii. $V_D = (2 * K * I * L)/CM.$

(b) Subtract this calculated voltage drop from 20.4 volts (V_S) in order to get the voltage value at the end of the circuit ($V_S - V_D = V_{EOL}$). The value for V_{EOL} shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

(2) The point-to point method, which requires a math-intensive approach where the voltage drop between each notification appliance is reiterated. This method is best done by utilizing a spreadsheet program. The calculated voltage at the last device on the circuit shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

Where:

V_D = Voltage Drop

V_S = Starting voltage (20.4vdc, or the end of useful battery life)

V_{EOL} = Voltage at the end-of-line resistor

I =Total load of the circuit in amperes utilizing current draws for each notification appliance @ 16vdc (the UL maximum draws at the minimum listed voltage).

R = Resistance in ohms per 1,000 feet, with respect to conductor

K = 10.64 ohms (the constant representing the mil-foot resistance of copper wire)

L = length of circuit in feet (distance from panel to end-of-line resistor for class B circuits)

CM = circular mill of wire, with respect to conductor.

V_{SOURCE} = voltage calculated at the previous device

Wire	R	CM
No 18	7.95	1,620
No 16	4.99	2,580
No 14	3.14	4,110
No 12	1.98	6,530

18.4.1.4

18.4.1.4 Audible notification appliances for alert and evacuation signal tones shall meet the requirements of 18.4.1.5. ~~18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), as applicable.~~

18.4.1.5

18.4.1.5 Voice messages shall ~~not~~ be required to meet the audibility requirements of 18.4.1.7 ~~18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), but~~ and shall meet the intelligibility requirements of 18.4.10. ~~where voice intelligibility is required.~~

18.4.1.7

18.4.1.7* The minimum sound level for alarm signals shall be 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, in all occupied areas for all occupancies. One of the two methods below shall be utilized to ensure that a minimum of 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

A.18.4.1.7

A.18.4.1.7 In terms of this context, occupied areas are spaces capable of having occupancy and of such size to reasonably allow a person inside the space.

18.4.1.8

18.4.1.8 One- and Two-Family Dwellings are not required to meet the requirements of Section 18.4.1.7.

18.4.1.9

18.4.1.9 Critical care areas of health care facilities shall be allowed to have visible notification appliances in lieu of audible notification appliances when approved by the authority having jurisdiction.

18.4.1.10

18.4.1.10 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, shall be

permitted to be used when allowed by the AHJ. Only the attendants and other personnel required to evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the AHJ. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation.

18.5.4.3.2

18.5.4.3.2 Visible notification appliances shall be installed in accordance with Table 18.5.4.3.1(a) or Table 18.5.4.3.1(b) using one of the following:

(1) A single visible notification appliance
(2) Two visible notification appliances located on opposite walls
(3)*Two groups of visible notification appliances, where visual appliances of each group are synchronized, in the same room or adjacent space within the field of view. This shall include synchronization of strobes operated by separate systems
(4) More than two visible notification appliances or groups of synchronized appliances in the same room or adjacent space within the field of view that flash in synchronization

> *Exception: Where a portion of a room or space is remodeled and new or existing strobes are within the area of the remodel, such strobes are required to synchronize with each other, but are not required to synchronize with existing strobes in the field of view if the existing strobes are outside of the remodel area and were installed prior to the adoption of the 1996, or later, edition of NFPA 72.*

18.5.4.5.2

18.5.4.5.2 Documentation provided to the authority having jurisdiction shall be stamped by a licensed engineer and shall include the following:

(1) Inverse Square Law calculations using each of the vertical and horizontal polar distribution angles in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.
(2) The calculations shall account for the effects of polar distribution using one of the following:
    a. The percentages from the applicable table(s) in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.
    b. The actual results of laboratory tests of the specific appliance to be used as recorded by the listing organization.

18.5.6

18.5.6 In rooms and areas used for exhibition purposes, or in rooms and areas where racks or shelving that exceed 5' in height are expected to be installed, or in rooms and areas where wall-mounted devices may become obstructed, ceiling-mounted visual appliances may ~~shall~~ be provided or when approved by the Authority having jurisdiction, wall mounted appliances may be installed above the visible obstruction height.

(1) When approved by the Authority Having Jurisdiction, visible notification appliances installed in accordance with the requirements of the approved design documents (Fire Protection report), and the manufactures instruction to achieve the required performance objective may be installed.

21.3.5

21.3.5* A lobby smoke detector shall be located on the ceiling within 21 ft (6.4 m) of the centerline of each elevator door within the elevator bank under control of the detector.

~~*Exception: For lobby ceiling configurations exceeding 15 feet (4.6 m) in height or that are other than flat and smooth, detector locations shall be determined in accordance with Chapter 17.*~~

21.7.2

21.7.2* If connected to the fire alarm system serving the protected premises, all detection devices used to cause the operation of HVAC systems smoke dampers, fire dampers, fan control, smoke doors, and fire doors shall be monitored for integrity in accordance with Section 10.17. Duct detectors connected to fire alarm systems shall be 24 vdc system-type detectors that are powered by the fire alarm system.

> *Exception:* When duct detectors are installed in locations such as rooftops or other similar areas where extreme temperatures are to be expected, 120 vac duct detectors that are listed for the expected temperatures may be allowed to be installed when approved by the code official, as long as the duct detectors are powered from the same power source as the unit, is capable of generating a trouble signal to the FACU if the power is lost, and is capable of generating a supervisory signal to the FACU when the duct detector is activated.

21.7.4

21.7.4 Smoke detectors mounted in the air ducts of HVAC systems shall initiate ~~either an alarm signal at the protected premises or~~ a supervisory signal at a constantly attended location or supervising station.

23.2.2.4

23.2.2.4 A permit is required prior to making any changes, except for room label changes.

23.7.4

23.7.4 Emergency Voice/Alarm Communication Notification Appliance Circuits. Emergency voice/alarm communication notification appliance circuits shall be capable of full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) as determined in accordance with Sections 23.7.4.1, 23.7.4.2 or 23.7.4.3.

23.7.4.1 Power Loss Calculations. A calculation for each circuit shall be provided to the authority having jurisdiction demonstrating simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB). Power loss calculations similar to the following shall be used:

> PLoss = 10 * Log [1 - ((2 * RL) / (2 * RL + (VLine squared / PRated))]
>
> RL = (RRef / 1000) * D
>
> With variables defined as follows:
>
> D = length of wire used (in feet)

PLoss = power loss (in dB)
PRated = power driven on line from the amplifier (in watts)
RL = wire gauge resistance (in ohms)
RRef = wire resistance based on gauge of wire used (in ohms/ft.)
VLine = voltage on line (typically 25 volts or 70 volts)

Alternatively the distance may be calculated using a calculation similar to:

D = (61 / RRef) * (VLine squared / PRated)

23.7.4.2 Power Loss Tables. To ensure circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB), wiring shall be limited to the distance allowed in Tables 23.7.4.2.a and 23.7.4.2.b.

Table 23.7.4.2.a, 25 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	16.9	10.6	6.5	4.1	2.6
Amplifier Power					
200	11	18	29	47	74
150	15	24	39	62	99
100	23	36	58	93	148
75	30	48	78	124	197
60	38	60	97	155	246
50	45	72	117	186	296
40	56	90	146	233	369
30	75	120	195	310	493
25	90	144	234	372	591

Table 23.7.4.2.b, 70 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	16.9	10.6	6.5	4.1	2.6
Amplifier Power					
200	90	144	234	372	591
150	120	192	312	496	788
100	180	288	468	744	1182
75	241	384	624	992	1576
60	301	480	780	1240	1970
50	361	576	935	1488	2364
40	451	721	1169	1859	2955
30	601	961	1559	2479	3940
25	722	1153	1871	2975	4728

*Cable Ohms is expressed in ohms per 1000 feet (2008 NEC Ch.9 Table 8, coated, stranded copper)
The length represented accounts for both wires in the circuit.

23.7.4.3 Manufacturers Power Loss Calculator. When allowed by the authority having jurisdiction manufacturers calculations showing circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) are acceptable.

23.8.4.8

23.8.4.8* Fire Extinguisher Electronic Monitoring Devices and Systems. ~~Signals from a fire extinguisher electronic monitoring device or fire extinguisher monitoring system transmitted to a fire alarm system shall be permitted to be supervisory signals.~~ When in an off-normal condition, a fire extinguisher electronic monitoring control unit shall send one, and only one, supervisory alarm signal to a building's fire alarm control unit.

23.8.5.1.2

23.8.5.1.2* Where connected to a supervising station, fire alarm systems employing automatic fire detectors or waterflow detection devices shall include a manual fire alarm box to initiate a signal to the supervising station. The fire alarm box shall be located adjacent to the fire alarm control unit.

Exception: Fire alarm systems dedicated to elevator recall control and supervisory service as permitted in Section 21.3 or fire sprinkler monitoring systems.

23.8.5.9.1

23.8.5.9.1 Where fire pumps are required to be monitored and a building fire alarm system is installed, a pump running signal shall be ~~permitted to be~~ a supervisory ~~or alarm~~ signal.

23.8.5.9.3

23.8.5.9.3 Where fire pumps are required to be monitored and a building fire alarm system is installed, the fire alarm system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.5.9.4

23.8.5.9.4 Where fire pumps are required to be monitored and a sprinkler monitoring system is installed, then the sprinkler monitoring system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.6.2

23.8.6.2* Notification Appliances in Exit Stair Enclosures, Exit Passageways, and Elevator Cars. In buildings required to be provided with emergency voice/alarm communications systems ~~N~~notification appliances shall ~~not~~ be required in exit stair enclosures, exit passageways, and elevator cars in accordance with 23.8.6.2.1 through 23.8.6.2.4.

23.8.6.2.3

23.8.6.2.3 The evacuation signal shall not be required to automatically operate in exit stair enclosures and exit passageways. Manually activated speakers shall be provided in exit stair enclosures and exit passageways in buildings required to have Emergency Voice/Alarm Communication systems in accordance with Section 24.4.

23.8.6.2.4

23.8.6.2.4 The evacuation signal shall not be required to automatically operate in elevator cars. Manually activated speakers shall be provided in elevator cars in buildings required to have Emergency Voice/Alarm Communication systems in accordance with Section 24.4.

23.8.6.3.2

23.8.6.3.2 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. ~~building fire or smoke compartment boundaries, floor separations, or other fire safety subdivisions.~~ Sprinkler systems serving a notification zone shall not cross over into another notification zone. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

24.4.1.8.3

24.4.1.8.3 ~~Where provided,~~ Sspeakers in each enclosed stairway, each exit passageway, and each group of elevator cabs within a common shaft shall be connected to ~~a~~ separate notification zones for manual paging only.

24.4.1.9.4

24.4.1.9.4 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. Sprinkler systems serving a notification zone shall not cross over the notification zone boundary. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

26.4.5.4

26.4.5.4* Retransmission Means. ~~The means of transmission shall be accepted by the Authority Having Jurisdiction and shall be in accordance with 26.3.6.1.6, 26.5.4.4 or Chapter 27.~~ Two means of retransmission shall be provided. The primary means of retransmission shall be a land-line telephone. The secondary means of retransmission shall be a dedicated cellular telephone.

Exception: Secondary power supply capacity shall be as required in Chapter 10.

26.4.6.1.1

26.4.6.1.1 A written log of all fire alarm signals shall be maintained in the Fire Command Center including:

1. the investigating person's name
2. the device address
3. the type of alarm
4. the date and time of receipt of fire alarm signals
5. the cause and disposition of fire alarm signals

26.6.3.1.4.3

26.6.3.1.4.3 Internet Protocol Technology

When utilizing network interface (Internet Protocol) signal transmission equipment, the supervising station shall regularly communicate (poll) with the transmitter at least once every 75 seconds and be allowed 15 seconds for the acknowledgment of such signals. Retry shall be 3 seconds between each communications attempt. A Secondary transmission means shall be provided per Section 26.6.3.2.1.4. The use of VOIP technology is not permitted.

29.8.2.2

29.8.2.2 The interconnection of smoke or heat alarms shall comply with the following:

(1) Smoke or heat alarms shall not be interconnected in numbers that exceed the manufacturer's published instructions.
(2) In no case shall more than 18 initiating devices be interconnected (of which 12 can be smoke alarms) where the interconnecting means is not supervised.
(3) In no case shall more than 64 initiating devices be interconnected (of which 42 can be smoke alarms) where the interconnecting means is supervised.
(4) Smoke or heat alarms shall not be interconnected with alarms from other manufacturers unless listed as being compatible with the specific model.
(5) When alarms of different types are interconnected, all interconnected alarms shall produce the appropriate audible response for the phenomena being detected or remain silent.
(6) For applications that require supervision, a listed control unit shall be installed.

NFPA 86

6.2.5.1(A) Manual Shutoff Valves.

(A) Individual manual shutoff valves for equipment isolation shall be provided for shutoff of the fuel to each piece of equipment. Valves for fuel supply lines shall be located within 6 feet (1829 mm) of the appliance served.

> **Exception:** When approved and the valve is located in the same general area as the appliance served.

NFPA 160

5.5.1(3)

5.5.1(3) An approved fire watch according to IFC Section 901.7 ~~capable of directing the operation of all fire protection and life safety systems installed in the building is present~~.

7.1.4

7.1.4 The separation distance between the flame effect and the audience shall be such that the incident thermal radiation received does not exceed that calculated by the following equation:

T= [35 / q] ^ 1.33

Where:

T= time in seconds

q = incendent thermal flux in kW/ m^2

The value of q can also be taken from Figure A7.1 of NFPA 160.

When applying the preceding equation to an effect with a duration of 4 seconds or less, the time used in calculating the maximum acceptable level if incident thermal flux shall correspond to the root mean squared (RMS) value of the peak incident thermal flux.

The incident radiation should not cause the surface temperature of the exposed skin of a member of the audience to exceed 111° F (44.0) °C. Incident radiation shall be measured with a radiometer, Skin temperature may also be measured with an infrared surface temperature thermometer or other equivalent means.

8.1.3

8.1.3 The operator shall be licensed in accordance with NRS 477 and NAC 477.

NFPA 385

9.2.3

9.2.3 ~~During transfer of Class I liquids, m~~Motors of tank vehicles or motors of auxiliary or portable pumps shall be shut down during the making and breaking of hose connections.

9.2.3.1

9.2.3.1 Where loading or unloading is done without requiring the use of the motor of the tank vehicle, the motor shall be shut down throughout the transfer operations. ~~of Class I liquids.~~

9.3.3

9.3.3 Fire extinguishers shall be kept in good operating condition at all times and shall be located in an accessible place on each tank vehicle. During unloading of the tank vehicle, the portable fire extinguisher shall be out of the carrying device on the vehicle and shall be 15 feet (4572 mm) or more from the unloading valves.

NFPA 407

5.3.4

5.3.4 Emergency fuel shutoff systems shall be operationally checked at intervals not exceeding ~~6~~ 3 months. Each individual device shall be checked at least once during every 12-month period.

5.10.1

5.10.1 Aircraft fuel servicing (also called aircraft fuel-transfer operations) shall be performed outdoors. Aircraft fuel servicing incidental to aircraft fuel system maintenance operations shall comply with the requirements of NFPA 410.

> **Exception:** In aircraft hangers built in accordance with the provisions of the International Building Code for Group F-1 occupancies, aircraft fuel transfer operations are allowed where:
>
> 1. Necessary to accomplish aircraft fuel-system maintenance operations. Such operations shall be performed in accordance with nationally recognized standards; or
> 2. The fuel being used has a flash point greater than 100 degrees F.

5.12.3

5.12.3 Parking brakes shall be set on all fuel servicing vehicles or carts before operators begin the fueling operations. At least two chock blocks not less than 5 inches by 5 inches by 12 inches (127 mm by 127 mm by 305 mm) in size and dished to fit the contour of the tires shall be utilized and positioned in such a manner as to preclude movement of the vehicle in any direction.

5.13.4

5.13.4 Where the open-hose discharge capacity of the fueling system is not more than 200 gallons per minute, a minimum of two listed portable fire extinguishers having a minimum rating of 20-B:C shall be provided. Where the open hose discharge capacity of the aircraft fueling system or equipment is more than 200 gpm ~~(750 L/min)~~ but not more than 350 gallons per minute, at least one listed wheeled extinguisher having a rating of not less than 80-B:C and a minimum capacity of 125 lb ~~(55 kg)~~ of agent shall be provided. Where the open hose discharge capacity of the fueling system is more than 350 gallons per minute, a minimum of two listed wheeled extinguishers having a minimum rating of 80 B:C each and a minimum capacity of 125 lb of agent shall be provided.

NFPA 1126

8.1.6.1

8.1.6 Fire Detection and Life Safety Systems.

8.1.6.1 Indoor pyrotechnic displays shall only be permitted in venues provided with automatic sprinklers throughout.

8.1.6.2

8.1.6.2 Portions of fire detection ~~and life safety~~ systems specific and limited to the pyrotechnic effects shall be permitted to be ~~interrupted,~~ bypassed, only as required to prevent a nuisance alarm during the operation of ~~temporarily installed~~ pyrotechnic effects when the following conditions are met:

(1) Approval of the authority having jurisdiction and as defined on the permit application.
(2) Approval by the owner, venue operator ~~owner's~~ or their agents.
(3) Presence of an approved fire watch capable of directing the operation of all fire detection and life safety systems installed in the building.
(4) Waterflow switches and fire alarm notification systems shall not be permitted to be disabled or bypassed.
(5) System bypass shall only be performed by a licensed fire alarm contractor or an owner's representative as approved by the authority having jurisdiction.

NFPA 2001

5.1.1

5.1.1 Specifications. Specifications for total flooding and local application clean agent fire extinguishing systems shall be prepared under the supervision of a person fully experienced and qualified in the design of such systems and with the advice of the AHJ. Starting on January 1, 2012, plans for clean agent extinguishing system installations shall have a wet signature of a minimum NICET Level II designer for Special Hazards Suppression Systems. The specifications shall include all pertinent items necessary for the proper design of the system, such as the designation of the AHJ, variances from the standard to be permitted by the AHJ, design criteria, system sequence of operations, the type and extend of the approval testing to be performed after the installation of the system, and owner training requirements.

5.1.2.2 (23)

5.1.2.2(23) Complete step-by-step description of the system sequence of operations, including, but not limited to, the operation of all applicable initiating devices, the operation of audible and visual pre-discharge and post-discharge alarms, functioning of abort and maintenance switches, delay timers, and emergency power shutdown.

5.1.2.2 (28)

5.1.2.2(28) Pressure relief vent area, or equivalent leakage area, for the protected enclosure to prevent development, during system discharge, of pressure difference across the enclosure boundaries that exceeds a specified enclosure pressure limit. For clean agent systems that utilize inert gases as the extinguishing agent, an analysis prepared by a licensed engineer that provide vent area calculations shall be submitted and approved.

5.3.6

5.3.6 The protected enclosure shall have the structural strength and integrity necessary to contain the agent discharge. If the developed pressures present a threat to the structural strength of the enclosure, venting shall be provided to prevent excessive pressures. Designers shall consult system manufacturer's recommended procedures relative to enclosure venting. [For pressure relief vent area or equivalent leakage area, see 5.1.2.2(28)]. For clean agent systems that utilize inert gases as the extinguishing agent, a licensed engineer shall provide a report which includes the pressure relief vent area calculations and includes the design of the overall

ventilation system serving the enclosure(s) in order to ensure that the ventilation system will prevent over-pressurization and potential structural damage to the enclosure(s),

A SUPPLEMENTAL DOCUMENT AMENDING 1) THE SOUTHERN NEVADA FIRE CODE AMENDMENTS, WHICH AMEND THE INTERNATIONAL FIRE CODE, 2009 EDITION, AND 2) THE INTERNATIONAL FIRE CODE, 2009 EDITION

For local purposes, certain chapters, parts, sections, subsections and other subdivisions of the International Fire Code, 2009 Edition (IFC) have been amended, modified, deleted or added to by the Southern Nevada Fire Code Amendments (the Southern Nevada Amendments). For City purposes:

–Certain provisions of the Southern Nevada Amendments are deleted or amended as provided for in this Supplemental Document; and

–Certain provisions of the IFC are deleted, modified or added to as is provided for in this Supplemental Document.

Except as otherwise indicated, City amendments to the Southern Nevada Amendments or the IFC are shown below by the use of strikethrough for matter deleted and underlining for matter being added. Matter that was underlined or shown with strikethrough in the Southern Nevada Amendments for purposes of showing Southern Nevada amendments to the IFC is not so shown in this Supplemental Document, in order to show how City amendments differ from the Southern Nevada Amendments.

If a conflict exists between any provisions of this Supplemental Document and any provisions of the Southern Nevada Amendments or the IFC, the provisions of this Supplemental Document shall prevail.

The following provisions of the Southern Nevada Amendments are deleted in their entirety:

–Section 105.6.49 (Fire Pumps)
–Section 105.6.50 (Fire Suppression and Extinguishing Systems)
–Section 105.6.57 (Proprietary /self-monitoring)
–Section 105.7.17 (Fire apparatus access road plan)
–Section 105.7.18 (Fire Protection Report)
–Section 105.7.19 (Proprietary (self) monitoring facilities)
–Section 105.7.21 (Refrigeration systems)
–Section 105.7.24 (Water tanks)
–Section 108 (Board of Appeals) (NOTE: The effect of this deletion is to restore the applicability of Section 108 of the IFC)
–Section 903.3.8 (Antifreeze systems and systems with chemical additives)
–Section 1108 (Emergency Helicopter Landing Pad)
–Section 3006.5 (Medical gas system plan submittal)
–Section 3006.6 (Medical gas systems, testing)
–Section E102.2.2.4 (Radioactive materials)
–Appendix H and Appendix K, as shown in the entry for Section 101.2.1 below
–NFPA 13, Section 8.15.19.1.4 (relating to flexible sprinkler hose drops)

Section 101.2.1 of the IFC is amended to read as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

The following appendices are hereby adopted and are a part of this code:

Appendix A – Board of Appeals
Appendix B – Fire-flow requirements for buildings, as amended
Appendix C – Fire hydrant locations and distribution, as amended
Appendix F – Hazard Ranking
~~Appendix H – Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions~~
Appendix J – Emergency responder radio coverage system, as amended
~~Appendix K – Proprietary(self) monitoring, as amended~~
Appendices L and M, as added by this Supplemental Document

Section 105.6.62 is added to the IFC as follows:

105.6.62 Battery Systems. An operational permit is required for stationary lead-acid battery systems having a liquid capacity of more than 100 gallons in sprinklered buildings, or 50 gallons in non-sprinklered buildings. See Section 608.

Section 105.6.63 is added to the IFC as follows:

105.6.63 Commercial Barbecue. An operational permit is required for a commercial barbecue in a fixed outdoor location, as referred to in Section 307.4.4 of the Southern Nevada Amendments.

Section 105.7.3 of the Southern Nevada Amendments is amended to read as follows:

105.7.3 Compressed gases. When the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify a *compressed gas system.*

Exceptions:
1. Routine maintenance.
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

~~A construction permit is required to install, extend, alter, or modify a medical gas system. Exception: Level 3 compressed air and/or piped vacuum systems as defined by NFPA 99,~~

~~Standard for Health Care Facilities.~~

Section 105.7.10 of the IFC is amended to read as follows:

105.7.10 LP-Gas. A construction permit is required for the installation of or modification to an LP-Gas system.

Exception: Installations with an aggregate water capacity of less than 288 gallons (1090L) serving one- and two-family dwellings.

Section 308.1.4 of the IFC is amended to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be located above the first story, or operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family *dwellings*.
2. ~~Where buildings, balconies and decks are protected by an *automatic sprinkler system*.~~
3. ~~LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity]~~

Section 401.3.2 of the Southern Nevada Amendments is amended to read as follows:

401.3.2 Alarm activations. Upon activation of a water flow signal, employees or staff shall immediately notify the fire department.

~~**Exception:** For approved proprietary supervising station systems (self-monitoring systems), the fire department shall be notified as required by the *fire code official*.~~

Section 503.1.1 of the Southern Nevada Amendments is amended to read as follows:

503.1.1 Buildings and facilities. Approved fire apparatus roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

~~**Exception:** The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:~~

1. ~~The building, except for a Group H and/or high-pile storage occupancy, is~~

~~equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3.~~

~~a. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building.~~

~~b. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this section, an upgraded sprinkler system shall be in accordance with the following table:~~

~~**Minimum Code-Required System**~~	~~**Upgraded System for 350 feet from fire apparatus lanes**~~
~~NFPA 13D~~	~~NFPA 13R~~
~~NFPA 13R~~	~~NFPA 13, Light Hazard~~
~~NFPA 13, Light Hazard~~	~~NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers~~
~~NFPA 13, Ordinary Hazard Group 1~~	~~NFPA 13, Ordinary Hazard Group 2~~
~~NFPA 13, Ordinary Hazard Group 2~~	~~NFPA 13, Extra Hazard Group 1~~
~~NFPA 13, Extra Hazard Group 1~~	~~NFPA 13, Extra Hazard Group 2~~
~~NFPA 13, Extra Hazard Group 2~~	~~As approved by the *fire code official*~~

~~2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.~~

~~3. There are not more than two Group R-3 or Group U occupancies or single-family dwellings built under the IRC.~~

Exceptions:

1. The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where the circumstances described in both Paragraphs a and b below are met:
   a. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other

similar conditions, and an approved alternative means of fire protection is provided. Such approved alternatives may include standpipes or secondary water supplies.

b. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.

i. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For R-3 Occupancies, see Section 903.2.8.2.3.

ii. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this subparagraph, an upgraded sprinkler system shall be in accordance with the following table:

Minimum Code-Required System	**Upgraded System for 350 feet from fire apparatus lanes**
NFPA 13D	NFPA 13R (See Section 903.2.8.2.3)
NFPA 13R (Group R-1, R-2 Occupancies)	NFPA 13, Light Hazard
NFPA 13, Light Hazard	NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers
NFPA 13, Ordinary Hazard Group 1	NFPA 13, Ordinary Hazard Group 2
NFPA 13, Ordinary Hazard Group 2	NFPA 13, Extra Hazard Group 1
NFPA 13, Extra Hazard Group 1	NFPA 13, Extra Hazard Group 2
NFPA 13, Extra Hazard Group 2	As approved by the *fire code official*

2. The 150 foot requirement of this Section does not apply to the following:

a. Detached gazebos for residential and public uses.

b. Independent buildings, such as restrooms or snack shops, that are associated with golf courses, parks and similar uses and that do not exceed 400 square feet (37 m^2) in size.

c. Detached equipment or storage buildings for commercial use that do not exceed 400 square feet (37 m^2) in size.

Section 503.1.2 of the IFC is amended to read as follows:

503.1.2 Additional secondary access. ~~The *fire code official* is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.~~ *Approved* secondary access shall be provided for developments with more than 100 dwelling units, road(s) with dead ends or with a single point of access in excess of 600 ft, and for all commercial and multi-family residential developments.

Section 503.2.1 of the Southern Nevada Amendments is amended to read as follows:

~~**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved access gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).~~

503.2.1 Dimensions for Access Roads Serving R-1 and R-2 Occupancies. Fire apparatus access roads serving R-1 and R-2 occupancies as defined in IBC Section 310 shall have an unobstructed width of not less than 36 ft (10.97 m) flow-line to flow-line except for approved security access gates installed in accordance with Section 503.6 which can be reduced to 20 feet (6096 mm), and shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Parking will be permitted on both sides of the fire apparatus access road.

Exception: Private drive aisles, driveways, etc. shall be allowed to be reduced to a minimum width of 24 ft (7.32 m) wide when serving no more than 6 residences, and when there will be no on-street parking allowed.

Section 503.2.1.1 is added to the IFC to read as follows:

503.2.1.1 Dimensions for Access Roads Serving Occupancies Other than R-1 and R-2 Occupancies. Fire apparatus access roads in R-3 occupancies as defined in IBC Section 310 may be reduced to 24 ft (7.32m) wide if all buildings fronting the street are provided with an automatic sprinkler system installed in accordance with Section 903.2.8.2.3, and shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115mm). Parking will be permitted on both sides of the fire apparatus access road.
For all other occupancy types as defined in Chapter 3 of the IBC, the unobstructed width of fire apparatus access roads shall be as follows:

1. Not less than 40 ft (12.19 m) wide, flow-line to flow-line, where parking is permitted on both sides of fire apparatus access road.
2. Not less than 32 ft (9.75 m) wide, flow-line to flow-line, where parking is

permitted only on one side of the fire apparatus access road.

3. Not less than 24 ft (7.32 m) wide, flow-line to flow-line, where no parking is permitted on either side.
4. Not less than 24 ft (7.32 m), for designated fire apparatus access roads through parking lots.

Section 503.2.3 of the Southern Nevada Amendments is amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, with a minimum vehicle load of ~~18,000~~ 20,000 pounds per axle, and shall be surfaced and paved so as to provide all-weather driving capabilities.

Exception: Temporary access roads serving only buildings under construction shall not be required to be paved, but shall comply with all other requirements of Section 503.2.3.

Section 503.2.5 of the IFC is amended to read as follows:

503.2.5 Dead Ends. Dead end fire apparatus access roads in excess of 150 feet (45 720mm) in length shall be provided with an *approved* ~~area for turning around fire apparatus.~~ turn around having a minimum diameter of 81 feet (24 690 mm) flow line to flow line.

Section 503.3 of the Southern Nevada Amendments is amended to read as follows:

503.3 Marking. Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present, with a suitable coat of industrial red enamel along the entire length of road where parking is prohibited. Each section of curb that is painted red shall also be marked by signage stating "NO PARKING FIRE LANE." Signs are to be installed no higher than 10 feet or less than 6 feet from the surface of the roadway. Signs shall be located at each end of painted curb, and additionally in between so that the maximum separation between signs is 100 feet, as measured along the centerline of the fire apparatus access road. (See Type "A" sign in Appendix M.)

In lieu of providing multiple signs, where a minimum of one sign is provided at every entrance stating "ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED" (See Type "B" sign in Appendix M), required fire lanes may be marked by painting the words "NO PARKING FIRE LANE," over the face of the red-painted curbs. The words on the curbs shall be painted in white letters not less than 4 inches in height with a brush stroke of not less than 3/4 inch. The maximum separation between words shall be 50 feet, as measured along the centerline of the fire apparatus access lane. (See Type "C" sign in Appendix M.)

Section 510.3 of the Southern Nevada Amendments is amended to read as follows:

510.3 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building shall be equipped with such coverage as required by this section and Appendix J. ~~according to one of the following:~~

~~1. Wherever existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1, Exception 1.~~

~~2. Within a time frame established by the adopting authority.~~

~~**Exception:** Where a building is provided with an existing wired communication system that can be expanded to cover areas lacking radio coverage in accordance with Section 510.2.~~

Section 610 is added to the IFC to read as follows:

SECTION 610
AUTOMATIC EXTERNAL DEFIBRILLATORS

610.1 Where required. Automatic External Defibrillators (AED's) shall be provided in the following new and existing locations:

1. Assembly occupancies that can accommodate more than 1,000 occupants.
   Exception: Assembly occupancies used primarily for worship.
2. Government-owned or government employee-occupied buildings that can accommodate more than 100 occupants.
3. All high-rise buildings.

610.2 Distribution of AED's. AED's shall be provided and distributed so that an AED will be within a three minute travel distance to any location on the property (approximately 300 ft).

610.3 Other requirements. AED's shall be conspicuously located where they will be readily accessible and immediately available when needed, both for site employees and the general public.

610.4 Owner/occupant responsibility. It shall be the responsibility of the owner/occupant of the facility to provide and maintain AED's as required by Section 610.1 and to provide training to designated employees on the proper use of the AED's.

Section 903.2 of the Southern Nevada Amendments is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and

structures shall be provided, in accordance with this Section, throughout all buildings, regardless of occupancy type, including buildings built under the IRC, exceeding 5,000 sq ft (464 m^2) in building area, and ~~additionally~~ in locations described in Section 903.2.1 through 903.2.12. In addition, the requirements of this Section apply to all new buildings and structures that are greater than two stories in height, including any height added by usable floor space.

Exceptions:

1. R-3 Occupancies (See Section 903.2.8)
~~1.~~ 2. Open parking garages for vehicle storage only, with no other occupancy above any part of the open parking garage structure. ~~are not required to be protected with automatic sprinklers.~~
~~2.~~ 3. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada ~~Pubic Service~~ Public Utilities Commission, a State of Nevada charter, or other public franchise. This Exception does not apply to non-exempted buildings are structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the code official.

For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

Exceptions:

1. Group R-3 occupancies and single-family dwellings built under the IRC with fire flow in accordance with Appendix B.
2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of the addition does not exceed 5,000 square feet (464 m^2).

Section 903.2.8 of the Southern Nevada Amendments is amended to read as follows:

903.2.8 Group R. An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*: in accordance with Sections 903.2.8.1 through 903.2.8.2.3.

When required by Nevada Administrative Code Section 449.211, residential facilities for groups shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2 (NFPA 13-R).

Section 903.2.8.1 through 903.2.8.2.3 are added to the IFC to read as follows:

903.2.8.1 Group R-1 and R-2 Occupancies. An automatic sprinkler system shall be provided for all Group R-1 and R-2 occupancies in accordance with Section 903.3.

903.2.8.2 Group R-3 Occupancies Generally. Automatic sprinkler systems shall be provided for Group R-3 occupancies in accordance with Sections 903.2.8.2.1 and 903.2.8.2.2.

903.2.8.2.1 Group R-3 Occupancies–International Building Code. Buildings constructed under the International Building Code shall be protected throughout by an automatic sprinkler system in accordance with NFPA 13, 13R, or 13D, as permitted by the International Building Code. The automatic sprinkler system shall also meet the requirements of Section 903.2.8.2.3.

903.2.8.2.2 Group R-3 Occupancies–International Residential Code. Buildings constructed under the International Residential Code shall be protected throughout by an automatic sprinkler system when required by the International Residential Code or under either of the following circumstances:

1. Where required by Sections 503 or 507 of this code, in which case automatic fire sprinklers shall be installed in accordance with Section 903.2.8.2.3.
2. When the total area of the building exceeds 10,000 ft^2 (929 m^2) or is more than two stories in height, including any height added by usable floor space, in which case an automatic sprinkler system meeting the minimum requirements of NFPA 13D and Section 903.2.8.2.3 shall be installed.

903.2.8.2.3 Mitigation Matrix. When an automatic sprinkler system is being installed, or the type of system is upgraded to mitigate the minimum requirements for fire department access or water supply as required by Sections 503 or 507, the automatic sprinkler system design requirements in Table 903.2.8.2.3 shall apply.

Table 903.2.8.2.3
Mitigation Matrix for Group R-3 Occupancies [4]

Building Area Size Range in Square Feet (sf) [6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sf	Standard NFPA 13D [1]	No	1"	3/4"	No
≥3,600 sf and < 10,000 sf	Enhanced NFPA 13D [1,2]	No	1"	3/4"	No
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sf	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system."
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached buildings with one or more sleeping rooms shall be protected by an Enhanced NFPA 13D system.
[4] Excluding occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire department.
[6] "Building area" is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.

Section 903.2.9 of the Southern Nevada Amendments is amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~12,000 square feet (1115 m^2).~~ 2,500 square feet (279 m^2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. ~~A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2).~~
5. ~~A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m^2).~~

Section 903.2.13 is added to the IFC to read as follows:

903.2.13 Fire Stations. All new fire stations shall be protected throughout by an *approved automatic sprinkler system.*

Section 907.2.13.1.1.2 is added to the IFC to read as follows:

907.2.13.1.1.2 Sounder Base Smoke Detectors. In a structure classified as a high-rise building with R-1, R-2 or R-3 occupancies, in lieu of installing stand-alone smoke alarms, system-type smoke detectors with sounder bases shall be installed in every guest room, living area and sleeping room within the guest suite or unit.
Activation of said devices shall send a supervisory alarm signal to the building fire alarm control unit. The smoke detector sounder shall sound only within the individual dwelling unit, suite of rooms, or similar area and shall not actuate the building fire alarm occupant notification system, unless otherwise permitted by the *fire code official.*

Section 907.7.5 of the Southern Nevada Amendments is amended to read as follows:

907.7.5 Monitoring. Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72. Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. ~~Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the fire code official, shall be in accordance with the IFC, with NFPA 72, and with the fire code official guidelines.~~

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* for:

1. Single- and multiple station smoke alarms required by Section 907.2.11.
2. Automatic sprinkler systems in one- and two-family dwellings.
3. ~~Manual fire alarm systems, when provided with approved signs in the following locations: directly below the horn and strobe located on the exterior of the building and adjacent to each manual pull station. The signs shall read as follows: WHEN ALARM SOUNDS - CALL 911. The signs below the horns and strobes shall be of durable material with permanent lettering having a 2" minimum height and minimum1/2" stroke on a contrasting background. The sign adjacent to each pull station shall be of durable material with permanent lettering having a 1/4" minimum height on a contrasting background.~~

In occupancies provided with a fire alarm system, the following five distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.
5. Valve Tamper Supervisory, if provided with a fire sprinkler system.

The supervising station shall only retransmit Water Flow Alarm signals to the Fire

Department, unless otherwise required by the *fire code official*.

Section 909.20 of the Southern Nevada Amendments is amended to read as follows:

909.20 Maintenance. Smoke control systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of controlling smoke for the duration required.

Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the ~~Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification,~~ City of Las Vegas "Smoke Control System Testing & Recertification" policy, the manufacturer's instructions, and Sections 909.20.1 through 909.20.5.

Section 914.7.1 of the IFC is amended to read as follows:

914.7.1 Automatic sprinkler system. Special amusement buildings shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1. Where the special amusement building is temporary, the sprinkler water supply shall be of an *approved* temporary means.

~~**Exception:** Automatic sprinklers are not required where the total floor area of a temporary special amusement building is less than 1,000 square feet (93 m²) and the travel distance from any point to an *exit* is less than 50 feet (15 240 mm).~~

Section 1412.3.1 of the Southern Nevada Amendments is amended to read as follows:

1412.3.1 Separation up to 20 feet (6.1 m). Where the structure is separated 20 feet (6.1 m) or less from ~~property lines against property lines that has an existing structure or otherwise can be constructed upon,~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, a fire flow of no less than 100% of the required fire flow, including all required hydrant locations, shall be provided.

Section 1412.3.2 of the Southern Nevada Amendments is amended to read as follows:

1412.3.2 Separation greater than 20 feet (6.1 m) up to 60 feet (18.3 m). Where the structure is separated greater than 20 feet (6.1 m) and up to 60 feet (18.3 m) from ~~property lines against property that has an existing structure or otherwise can be constructed upon,~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, a fire flow of no less than 50% of the required fire flow shall be provided~~.~~ , and in no event less than 1,500 gpm. Sufficient hydrants to accommodate the required flow shall be provided, subject to approval by the *fire code official*.

Section 1412.3.3 of the Southern Nevada Amendments is amended to read as follows:

1412.3.3 Separation greater than 60 feet (18.3 m). Where the structure is separated greater than 60 feet (18.3 m) from ~~property lines against property that has an existing structure or otherwise can be constructed upon, fire flow shall be provided in accordance with Section 1412.2.~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, fire flow no less than 1,500 gpm shall be provided. The fire hydrant(s) shall be within 300 feet of the structure protected.

Section 2206.2.3 of the Southern Nevada Amendments is amended so that the material before Paragraphs 1-4 reads as follows, with Paragraphs 1-4 of the section as found in the IFC remaining intact:

2206.2.3 Above-ground tanks located outside, above grade. Above-ground tanks shall not be used for the storage of Class I, II, or IIIA liquid motor fuels except ~~as provided by this section.~~ when the tank is located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority. Fuel tanks shall be installed in accordance Paragraphs 1-4 of this section.

Section 2306 of the IFC is amended by deleting from Table 2306.2 that appears therein (relating to general fire protection and life safety requirements) the entries on the following rows:

–Option 2 for Commodity Class I-IV
–Option 2 for Commodity Class High Hazard

Section 3303.8 of the Southern Nevada Amendments is amended to read as follows:

~~**3303.8 Shot reports.** Shot reports shall be maintained for every blast and for every pyrotechnical event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:~~

~~1. Date and time of the blast or pyrotechnical event.~~
~~2. Company name and contact information.~~
~~3. Location of the blast or pyrotechnical event.~~
~~4. Weather conditions including temperature and wind speed.~~
~~5. Quantity and description of all materials used.~~
~~6. A list of any unspent or misfired products.~~
~~7. A list of all personnel present.~~
~~8. The license type and card number of the blaster or shooter.~~
~~9. The signature of the blaster or shooter in charge.~~
~~10. For blasting operations the report shall include the seismic data.~~

3303.8 Development-related blasting reports. Reports shall be maintained for every development-related blasting event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:

1. Date and time of the blasting.
2. Company name and contact information.
3. Location of the blast.
4. Weather conditions including temperature and wind speed.
5. Quantity and description of all materials used.
6. A list of all personnel present.
7. The license type and card number of the blaster or shooter.
8. The signature of the blaster or shooter in charge.
9. For blasting operations the report shall include the seismic data.

Section 3404.2.9.6.1 of the IFC is amended to read as follows:

3404.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I, II and III liquids in above-ground tanks outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited (see Section 3 of the Sample Ordinance for Adoption of the *International Fire Code* on page v).~~

Exceptions:

1. Fuel tanks for emergency generators and fire pumps installed in accordance with Section 3404.5.
2. Fuel tanks located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority.

Section 3406.2.4.4 of the Southern Nevada Amendments is amended to read as follows:

3406.2.4.4 Locations where above-ground tanks are prohibited. ~~The storage of class I, II, and class III liquids in above-ground tanks outside of buildings is prohibited.~~

~~**Exception:** When approved by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official.*~~

See Section 3404.2.9.6.1

Section 3801.2.1 is added to the IFC to read as follows:

3801.2.1 Special use permit. A special use permit must be obtained in accordance with

Chapter 19.04 of the Las Vegas Municipal Code for liquefied petroleum gas storage containers with an aggregate water capacity exceeding 288 gallons (1090 L).

Section 3804.2 of the Southern Nevada Amendments is amended to read as follows:

~~**3804.2 Liquefied petroleum gas storage containers.** The storage of liquified petroleum gas is prohibited.~~

~~**Exception:** When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.~~

3804.2 Maximum capacity within established limits. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L).

Exception: Installations located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. Additionally, when required by the *fire code official*, additional fire protection shall be provided for such installations in accordance with NFPA 58, Section 6.25.

Section 4603.4.2 of the IFC is amended to read as follows:

~~**4603.4.2 Group I-2.** An *automatic sprinkler system* shall be provided throughout existing Group I-2 fire areas. The sprinkler system shall be provided throughout the floor where the Group I-2 occupancy is located, and in all floors between the Group I-2 occupancy and the *level of exit discharge*.~~

4603.4.2 Group I. An *automatic sprinkler system* shall be provided throughout all existing Group I Fire areas.

Section 4603.4.3 is added to the IFC to read as follows:

4603.4.3 Group R-4 residential care/assisted living facilities. Each existing residential care/assisted living facility that is required to be licensed by the State of Nevada shall be provided with an automatic sprinkler system in accordance with NFPA 13R. Each existing facility shall be brought into compliance within the time frame established for that facility by the *fire code official*.

Section 4603.6 of the Southern Nevada Amendments is amended to read as follows:

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code. When required by the *fire code official*, when a fire

alarm control unit is upgraded, or when a fire alarm control unit is replaced by a different model, the fire alarm system shall be upgraded in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

~~**Exception:** Occupancies with an existing previously approved fire alarm system.~~

Section B105.2 of Appendix B, as adopted in the Southern Nevada Amendments, is amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exceptions:

~~1. When a building is provided with an approved automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.~~

~~2. A reduction in the required fire flow of 25% is permitted in buildings with: floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access; OR containing high-piled combustible storage protected by other than ESFR fire sprinklers; OR flammable/combustible liquids in excess of the maximum allowable quantity; OR hazardous materials in excess of the maximum allowable quantity.~~

~~3. A reduction in the required fire flow of 50% is permitted in buildings with high-piled combustible storage protected by ESFR fire sprinklers.~~

~~4. The resulting fire flow for all buildings shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1.~~

The following exceptions apply to the extent specified, but in no case shall the reduction in required fire flow result in fire flow that is less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in Table B105.1.

1. When a building is provided with an approved NFPA 13 or NFPA 13R automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.
2. A reduction in the required fire flow of 25% is permitted in buildings that qualify under any of the following:
    a. Buildings with floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access.
    b. Buildings containing high-piled combustible storage.
    c. Buildings containing flammable/combustible liquids in excess of the

maximum allowable quantity.

d. Buildings that contain hazardous materials in excess of the maximum allowable quantity.

Section C105 of Appendix C, as adopted in the Southern Nevada Amendments, is amended by adding a new Section C105.3 to read as follows:

C105.3 Hydrants to provide required fire flow for developments proposed to be located on major streets and highways. Hydrants intended to deliver required fire flow to developments proposed to be located on major streets and highways shall be located on the same side of the street or highway as the proposed development.

Appendix L is added to the IFC to read as follows:

APPENDIX L EMERGENCY ACCESS GATES AND BARRIERS

Unless otherwise noted, the provisions contained in this appendix are mandatory.

L101.1 Scope. Where a new gate or barrier is installed on a fire access roadway, the installation shall comply with the specifications of this Appendix and Section 503.6.

L102.1 Definitions. For the purposes of Appendix L, certain terms are defined as follows:

"Gate or barrier" means a gate, crossbar, door or other obstructive device which is utilized for the purpose of restricting, controlling or obstructing entry or exit by motor vehicles or pedestrians to or from a private roadway and which is not manned on a twenty-four hour, seven day per week basis by a person capable of providing immediate access to a police or fire safety vehicle or person.

"Private street or roadway" means any roadway (not dedicated as public right-of-way) that is owned and maintained by abutting property owners, or association of property owners, that is utilized for the purpose of providing vehicular or pedestrian access to a subdivision, apartment complex, condominiums or other residential development or wild land, excluding off-street parking areas, driveways, and driveways to off-street parking areas.

"Private driveway" means a private way for vehicular travel that provides access from an off-street parking area to a public or private drive.

"Ultimate edge of right-of-way" means the right-of-way line furthest from the centerline of a street right-of-way that has been approved by the County of Clark, Nevada and recorded on a parcel or subdivision map for existing or future street improvements.

L103.1 Permit. Construction permits in accordance with Section 105 shall be obtained for the applicable scope of work.

L104.1 Submittals. Three sets of plans and specifications for fire apparatus access road gates shall be submitted for review and approval prior to construction. The plans and specifications shall include, indicate or show the following:

1. Civil plans, which must be approved the Fire Department, Planning and Development Department, and Department of Public Works.
2. The respective stamp(s) for the contractor(s) installing any gates.
3. The stamp of a structural engineer for all structural plans and calculations pertaining to gates over 6 ft. (1.83 m.) in height.
4. The business name, address, phone number and contact person for each contractor.
5. Assessors Parcel Number (located on the property owners tax bill).
6. Depiction of proposed fences, pedestrian gates, vehicle gates.
7. Existing vehicular access.
8. Proposed location of any Knox key switch(es) or Knox box(s).
9. The exact physical street address of the gated entry, or property, as assigned by the Planning Department.
10. Location of pavement loops.

L105.1 Product specifications. Specifications shall be provided that include:

1. Method of operation.
2. UL listing numbers of equipment used.
3. Manufacturer's specification sheets for all equipment.

L106.1 Plan review and inspection fees. Applicable fees will be collected per each agency's approved fee schedule.

L107.1 Minimum Design Requirements

1. Gates shall not be installed within a required turning radius of a fire access roadway.
2. Access for single- and bi-direction traffic shall be unobstructed 20 ft. (6.1 m.) wide and 13.5 ft. (4.1 m.) high.
3. Swinging gates for single direction traffic shall swing in the direction of vehicle travel.
4. Swing gates for bi-directional traffic shall swing into the property being entered.
5. Gated entry designs shall be in accordance with Clark County Area Standard Drawing #222A.
6. All gates shall be accessible from the driving lane nearest the edge of the street by turning radii of at least 28 ft. (18.5 m.) inside and 52 ft. (15.85 m.) outside.
7. Gates must be located so that the face of the gate is at least 40 feet (12.2 m.) from the nearest curb of any cross street.
8. For gates on private driveways that serve only one single-family residence on a moderate and heavily traveled street, the driveway shall:

a. Meet the setback requirements of this Appendix. If existing conditions prevent gate installation with 40 ft. (12.2 m.) of clearance to the face of the gate, a letter documenting an acceptable alternative that would facilitate emergency ingress without endangering emergency response personnel and apparatus will be required for review and approval by the *fire code official*.

b. Meet the operational requirements of electrically operated gates.

L108.1 Operation of Gates

1. Electric gate operators, where provided, shall include the installation of a "free exit" loop and shall be operated for entry and exit by means of a key override switch (Knox) in combination with one of the following *approved* fire department methods:
   a. Ground loop gate operator;
   b. Radio operated controller (click 2 enter); or
   c. Other approved equipment.
2. Gates installed utilizing a radio-controlled exit shall be provided with an approved 2 in. (50.8 mm) by 2 in. (50.8 mm), blue, reflective marker visible to the exiting traffic, located in the center of the exit gate.
3. Where applicable, Knox Company authorization forms are required for orders of key switches, boxes and padlocks. The forms may be obtained by calling the fire department or items can be ordered via the Internet at www.knoxbox.com.
4. Electrically operated gates shall fail to the full open position upon the loss of power. They shall remain fully open until such time the power is restored.
5. Gates shall reverse direction to full open position upon contact with an obstruction.

L109.1 Manual gates, barriers or crash gates. Manual gates, barriers or crash gates may be approved by the *fire code official* on a case-by-case basis for nighttime security of business properties or gated communities, subject to the following:

1. Such gates or barriers shall be constructed in a manner that reflects good construction practices acceptable to the *fire code official*.
2. Such gates or barriers shall be accessible by means of an *approved* fire department padlock where applicable (Knox) or by the installation of an *approved* key box (Knox).
3. *Approved* manual gates or barriers across emergency access roadways shall be provided with an 18-gauge metal sign in the center of and on both sides of the gate that shall read "FIRE LANE–NO PARKING." Letters shall be red on a white background and be a minimum of 4 in. (76 mm) high with a ½ in. (12.7 mm) stroke.
4. Gates to close off a fire lane behind strip malls/stores in order to minimize dumping and vandalism shall be approved with padlock access (Knox).

L110.1 Prohibitions

1. No gate shall be installed where access requires the use of a proximity reader or card,

unless a "turn-out" is provided for its use.

2. Direction-limiting devices, such as fixed tire spikes, are prohibited.
3. The total number of vehicle access control devices or systems through which emergency vehicles must pass to reach any address shall not exceed one.
4. No commercial property owner shall install fences and gates where more than one gate must be opened in order to reach within 150 ft. (46 m.) of the rear portion of any building.

L112.1 Pedestrian Gates. All vehicle gates obstructing pedestrian access to a public way (street) shall have an approved pedestrian gate installed within 10 ft. (3.05 m.) of the vehicle gate, subject to the following:

1. Gates shall be handicap accessible and comply with exit door requirements of the building code as adopted by the City of Las Vegas.
2. An approved key box (Knox) shall be installed at least 4 ft. (1.22 m.) above grade on the outside of the gate. It shall be provided with a key to open the pedestrian gate.
3. No pedestrian gate shall be located in the median between two vehicle gates.

Exception: Gates accessing private driveways that serve only one single-family residence are exempt from this requirement.

L113.1 Maintenance. Emergency access gates and barriers shall be maintained, which maintenance shall include:

1. Batteries required for operation of the system during power failure.
2. Lubrication of moving parts and hinges per manufacturer's specifications.
3. Any subsequent attention required to maintain the original list of frequencies for emergency operation of the gate in the controller, if applicable.

L114.1 Installation Approval. The *fire code official* shall conduct inspections on all gates and barriers for proper installation and operation prior to activation or use.

L115.1 Additional Requirements

1. Because of the delays caused by vehicle access control devices or systems, additional fire protection requirements may be applied based on other access limitations, such as narrow or winding streets or dead-end streets without an *approved* turnaround available for fire apparatus.
2. Other than the obstruction and the reduced width controlled within this standard, no other requirement of the fire authority having jurisdiction shall be adversely affected by the placement of any vehicle access control device or system in any required fire apparatus access road.
3. Fire department or *fire code official* approval does not waive any requirement by other authorities having jurisdiction.

Appendix M is added to the IFC to read as follows:

APPENDIX M FIRE LANE SIGN SPECIFICATIONS

M101.1 Sign Specifications. Where required or authorized by the Fire Code or the *fire code official*, fire lane signs shall be in accordance with the following:

Type A: Minimum dimension of 24" (610 mm) high by 18 inches (457 mm) wide. Red letters on a reflective white background with 3/8 inch red trim around entire outer edge of sign. Sign lettering shall be as follows:

"FIRE LANE"

Type B: Minimum dimension of 24" (610 mm) wide by 18 inches (457 mm) high. Red letters on reflective white background with 3/8 inch red trim strip around the entire outer edge of sign. Sign lettering shall be as follows:

"ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED"

Type C: Minimum dimension of 36" (914 mm) wide by 4 inches (101 cm) high. White letters on red enamel background. Curb lettering shall be as follows:

"NO PARKING FIRE LANE"

Signs shall be installed not less than 7 feet (2134 mm) and not more than 10 feet (3048 mm) from the ground level. Posts for signs, shall be metal and securely mounted, unless written permission for alternatives is obtained prior to installation from the *fire code official*.

Illustrations of the sign types are as follows:



TYPE A SIGN



TYPE B SIGN



TYPE C SIGN

NFPA 13 AMENDMENTS

Section 8.15.5.1 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as amended by the Southern Nevada Amendments, is amended to read as follows:

> **8.15.5.1** Sidewall spray sprinklers shall be installed at the bottom of each elevator hoistway not more than 2 ft (0.61 m) above the floor of the pit. ~~Sprinklers are prohibited at the top of the hoistway and in the machine room, unless otherwise approved by the Authority Having Jurisdiction.~~

Section 8.15.5.2 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as deleted by the Southern Nevada Amendments, is replaced by a new Section 8.15.5.2 to read as follows:

> **8.15.5.2** Automatic sprinklers shall be installed in elevator machine rooms containing hydraulic fluids.

Section 8.15.5.3 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as deleted by the Southern Nevada Amendments, is restored to read as follows:

> **8.15.5.3** Automatic sprinklers in elevator machine rooms or at the tops of hoistways shall be of ordinary- or intermediate-temperature rating.

Section 8.15.7.2 of NFPA 13 (relating to sprinklers under exterior roofs or canopies), as amended by the Southern Nevada Amendments, is amended to read as follows:

> **8.15.7.2** Sprinklers shall be permitted to be omitted where ~~the canopy, roof, or porte-cochere~~ a canopy or roof is constructed entirely with materials that are noncombustible, and where the canopy or roof~~, or porte-cochere~~ does not support occupancy above.

Section 8.15.7.4 of NFPA 13 (relating to automatic sprinkler protection in certain areas) is amended to read as follows:

> **8.15.7.4** When permitted by Section 1018.1 of the International Building Code, ~~Sprinklers~~ sprinklers shall be permitted to be omitted from exterior exit corridors when the exterior walls of the corridor are at least 50 percent open and when the corridor is entirely of noncombustible construction.

Section 8.17.4.2 of NFPA 13 (relating to wet pipe systems) is amended by amending Section 8.17.4.2.4 thereof to read as follows:

> **8.17.4.2.4** ~~The alarm test connection shall be permitted to be installed in any location on the fire sprinkler system down-stream of the waterflow alarm.~~ The alarm test connection valve

shall be piped from the most hydraulically demanding area and shall be readily accessible.

Section 8.17.4.2 of NFPA 13 (relating to wet pipe systems) is amended by adding thereto a new section 8.17.4.2.5 to read as follows:

8.17.4.2.5 Buildings 3 or more stories in height do not require the inspector test valve to be piped from the most hydraulically demanding area.

Section 21.38 of NFPA 13, as added by the Southern Nevada Amendments, which section functions as a heading, is amended to read as follows:

21.38 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. ~~and buildings built under the IRC.~~

Section 21.38.1 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.1 General. When a sprinkler system is being ~~installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, for a Group R Division 3 Occupancy, the design requirements in Table 21.37.1 shall be applied.~~ upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the sprinkler system shall be designed in accordance with Section 21.38.2.

Table 21.38.1 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 21.38.1 ~~Mitigation~~ Protection Matrix for Group R Division 3 Occupancies ~~and buildings built under the IRC~~ [4]

Building Area Size Range[6]	~~Protection~~ Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [7]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements			
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements			
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	See NFPA 13 for design requirements			
≥ 15,000 sf	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.
[7] Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

Section 21.38.2 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.2 Modified 13 Design Criteria. When Table 21.38.1 requires a Modified 13 Design, the sprinkler system shall be installed to meet the requirements of this code, with the exception of the following items:

1. Fire Department Connections (FDC): A 2 ½-inch fire department connection is required. A single snoot connection will be accepted. The FDC shall be located on the garage wall facing the street except for special circumstances where the FDC may be freestanding and located adjacent to the street or private drive. A freestanding FDC in these circumstances may be designed into the mailbox column.
2. Riser Room: Risers shall be located in either the garage or within a dedicated room with an exterior door. Provided the garage/room is fully insulated the requirement for maintaining 40°F will not require a source of heat.
3. Inspectors Test Connection: The inspectors test location may be piped off the system riser.
4. Piping in locations less than 40°F: Dry pipe systems are not permitted for the protection of living spaces, anti-freeze systems shall be used. The protection of non-living spaces such as attics may be protected by dry-pipe systems.
5. Anti-Freeze Loops: The capacity shall not exceed 80 gallons.
6. Separate Water Supply: A separate water lead-in for the fire sprinkler system along with an approved (by the local water authority) back-flow prevention device is required. The back-flow prevention device shall be located at the street with in an approved insulated enclosure. The lead-in shall be sized using the minimum pipe size available that provides the calculated flow.
7. Control Valves: All valves used to control the sprinkler system are required to be indicating. A Post Indicator Valve (PIV) is not permitted.
8. Electrical Supervision: When required by the fire code official, the main control valves shall be electrically supervised. The back-flow valves are not required to be electrically supervised.
9. Fire Pumps: Electric fire pumps normally accepted in NFPA û13D systems for residential use (UL listed jockey pump) are acceptable.
10. Notification Devices: Interior – One (1) interior horn/strobe shall be installed

in a location specified by the homeowner. Exterior – One (1) exterior horn/strobe shall be located above the FDC or other acceptable location. The sprinkler flow switch shall activate both of the required devices.

11. Residential Sprinkler Heads: Residential sprinkler heads shall be utilized and the design allowances specified in section 11.2.3.2.3.1 (reduction to design area) may be applied.
12. Hangers and Earthquake Bracing: The hanging of sprinkler pipe shall be in accordance Chapter 9. Earthquake bracing is not required.
13. Garages: Garages shall be classified as Ordinary Hazard Group I. Commercial style QR sprinkler heads are required.
14. Location of Sprinklers: Sprinklers shall be installed in all areas except where omissions are permitted as follows:
    a. Inaccessible attic spaces~~:~~ of less than 15,000 sq. ft.
    b. Exterior overhangs, porches, and carports.
    ~~c. Rooms not provided with environmental control.~~

Section 21.38.3 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.3 Other Protection Designs: For the other protection designs listed in Table ~~21.37.1,~~ 21.38.1, see the respective revised codes for NFPA 13D and NFPA 13R design requirements.

NFPA 13D AMENDMENTS

Section 6.2.2 of NFPA 13D is amended to read as follows:

6.2.2 Where a ~~pump and tank~~ well-pump, city-pump, or tank-pump combination is the source of supply for a fire sprinkler system but is not a portion of the domestic water system, the following shall be met:

1. A test connection shall be provided downstream of the pump that creates a flow of water equal to the ~~smallest sprinkler on the system.~~ two sprinkler flow rate established by the hydraulic calculation. The connection shall return water to the tank~~:~~ when provided.
2. Pump motors using AC power shall be connected to a 240V normal circuit.
3. ~~Any disconnecting means for the pump shall be approved.~~ The circuit shall be hardwired with *approved* disconnect as required by the National Electrical Code.
4. When a tank is provided, ~~A~~ a method for refilling the tank shall be piped to the tank.
5. When a tank is provided, ~~A~~ a method of seeing the water level in the tank shall be provided without having to open the tank.
6. The pump shall not be permitted to sit directly on the floor.
7. Pumps fed by a city or well supply shall be provided with a pump by-pass.

Section 8.4.11 is added to NFPA 13D to read as follows:

8.4.11 Hydraulic Calculations. Where this standard requires the sprinkler system to be hydraulically calculated in accordance with NFPA 13, the calculations shall be performed in accordance with NFPA 13, Chapter 22 with the amended requirements.

Exception: Sprinkler systems that do not have any pressure reducing devices are not required to provide the 10 psi safety factor.

Section 8.7 of NFPA 13D, as added by the Southern Nevada Amendments, which section functions as a heading, is amended to read as follows:

8.7 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. ~~and buildings built under the IRC.~~

Section 8.7.1 of NFPA 13D, as added by the Southern Nevada Amendments, is amended to read as follows:

8.7.1 General. When a sprinkler system is being installed or upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, ~~the design requirements in Table 8.7 shall be applied.~~ sprinkler system shall be designed in accordance with Table 8.7.

Table 8.7 of NFPA 13D, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 8.7 ~~Mitigation~~ Protection Matrix for Group R-3 Occupancies [4]

Building Area Size Range[6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [7]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	No	1"	3/4 "	No
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	No	1"	3/4 "	No
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements (Section ~~6.8.5~~ 7.5)			
≥ 15,000 sf	Modified NFPA 13 [1]	See NFPA 13 for design requirements (Section ~~21.37~~ 21.38)			

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.

[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies and buildings built under the IRC used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.
[7] Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

Section 1.1 of NFPA 13R, as amended by the Southern Nevada Amendments, is amended to read as follows:

1.1 Scope

This standard covers the design and installation of automatic sprinkler systems for protection against fire hazards in residential occupancies up to and including two four stories in height. Residential occupancies three or more stories in height shall be protected throughout in accordance with NFPA 13.

When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access for single-family residential occupancies, the minimum design criteria shall be as outlined in Section ~~6.8.5 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.~~ 7.5 Mitigation Matrix for Group R Division 3 Occupancies.

Section 7.5 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

7.5 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table ~~6.8.5~~ 7.5 shall be applied.

Table 7.5 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 7.5 ~~Mitigation~~ Protection Matrix for Group R-3 Occupancies [4]

Building Area Size Range[6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements (Section 8.7)			
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements (Section 8.7)			

≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sf	Modified NFPA 13 [1]	See NFPA 13 for design requirements (Section ~~21.37~~ 21.38)			

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.

Section 7.5.1 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

7.5.1 Enhanced 13R Design. When Table ~~6.8.5~~ 7.5 requires an Enhanced 13R design, the sprinkler system shall be designed and installed in accordance with NFPA 13R, except that sprinklers shall be installed throughout the structure except where omissions are permitted by the following:

1. Unheated attic spaces that do not contain fuel fired equipment.
2. Floor/ceiling spaces.
3. Concealed combustible spaces with no access for storage or living purposes.

Section 7.5.2 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

7.5.2 Other Protection Designs. For other protection designs listed in Table ~~6.8.5~~ 7.5, see the respective revised codes for NFPA 13 and NFPA 13D minimum design requirements.

NFPA 14 AMENDMENTS

Section 7.2.4 of NFPA 14, as amended by the Southern Nevada Amendments, is amended to read as follows:

7.2.4 System Pressure Regulating Devices. The *fire code official* shall be consulted regarding the use of system pressure regulating devices. When system pressure-regulating devices are used in lieu of providing separate pumps, multiple zones shall be permitted to be supplied by a single pump and pressure regulating device(s) under the following conditions:

1. Pressure-regulating device(s) shall be permitted to control pressure in the lower zone(s). When the result of a system configuration is that a pressure-regulating device is the single source of water to a structure, ~~A~~ a redundant pressure-regulating device shall be provided in parallel configuration for the

full range of anticipated system flow. ~~Where multiple sizes of pressure-regulating devices are required to achieve flow through the entire range of anticipated system flow, each size shall have a redundant pressure-regulating device installed.~~

~~2. A method to isolate each of the pressure-regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure-regulating device, in a manner where only the device being maintained and repaired is out of service.~~

~~3. Regulating devices shall be arranged so that the failure of any single device does not allow pressure in excess of 200 175 psi (13.9 12.1 bar) to not more than two hose connections.~~

~~4. An equally sized bypass around the pressure regulating device(s), with a normally closed valve, shall be installed.~~

~~5.~~ 2. Pressure-regulating devices ~~and the bypass valve~~ shall be installed not more than 7ft 6in (2.31 m) above the floor.

~~6.~~ 3. The pressure-regulating device shall be provided with inlet and outlet pressure gauges.

~~7.~~ 4. ~~The fire department connection(s) shall be connected between the system fire pump(s) and the pressure-regulating device(s) and shall be sized and designed to allow the fire department connection to provide full back-up for the system fire pump to all pressure zones.~~ The fire code official shall be consulted regarding the fire department connection(s) configuration with the standpipe system.

~~8.~~ 5. The pressure-regulating device shall be provided with a pressure relief valve ~~sized for the full anticipated system flow and capable of maintaining downstream system pressures below the maximum pressure ratings for all system components~~ in accordance with manufacturer recommendations.

~~9.~~ 6. Remote monitoring and supervision for detecting high pressure failure of the pressure of the pressure-regulating device shall be provided in accordance with NFPA 72, National Fire Alarm Code. ~~Such failure shall be detected by providing a flow switch downstream on the pressure relief valve.~~

~~10.~~ 7. A drain sufficient to allow flow of the full anticipated system flow shall be provided adjacent to the pressure-regulating devices. Use of this drain line for discharge from the pressure relief valve shall be permitted.

NFPA 72 AMENDMENTS

Section 18.5.6 of NFPA 72, as amended by the Southern Nevada Amendments, is amended to read as follows:

18.5.6 In rooms and areas used for exhibition purposes, or in rooms and areas where racks or shelving that exceed 5' in height are expected to be installed, or in rooms and areas where wall-mounted devices may become obstructed, ceiling-mounted visual appliances shall be

provided.

Exceptions:

1. When approved by the Authority Having Jurisdiction, wall mounted appliances may be installed above the visible obstruction height.
2. When approved by the Authority Having Jurisdiction, visible notification appliances may be installed in accordance with the requirements of the approved design documents (Fire Protection report) and the manufacturer's instructions in order to achieve the required performance objective.

BUSINESS IMPACT STATEMENT
BILL NO. 2010-47
(Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-47, that will adopt as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

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.

Preliminary to formal business impact solicitation, Fire and Rescue representatives met with industry representatives regarding the provisions of the International Fire Code, provisions to be included in the Southern Nevada Amendments to the Code, as well as local adaptations. These meetings took place in November and December of 2009. Additional such meetings were held in April and May of this year. Comments from industry representatives and revisions in response thereto took place during and subsequent to these time periods.

As to formal business impact solicitation, in September 2010 a notice regarding the proposed changes, including an invitation to respond, was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to a number of development-related and construction groups that are representative of affected industries. One written response was received. The response was from an affected business, expressing concern that the new Fire Code should not go into effect immediately upon adoption. The summary of this comment is available to interested persons within this paragraph of the business impact statement.

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:

Possible increased costs of construction and development in determining requirements and achieving compliance

Beneficial effects:

Updated and more responsive code provisions

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:

A determination had already been made to delay the effective date of the new Fire Code, which will address the concerns raised by the responding business

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: October 20, 2010

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-48 - Ordinance Creating Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard)
Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $31,294.78
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The construction and installation of sidewalk.

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. 2010-48

BILL NO. 2010-48

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1519 SIDEWALK INFILL - OAKEY BOULEVARD (WEST OF RANCHO DRIVE) AND 11TH STREET (NORTH OF CHARLESTON BOULEVARD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

Summary: Creation Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark, State of Nevada, has determined and does hereby declare that the public convenience and necessity require, and the City Council deems it necessary to create, the City of Las Vegas, Nevada, Special Improvement District No. 1519 Sidewalk Infill – Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) (hereinafter the "District"), for the purpose of constructing and improving or acquiring and improving a Sidewalk Project as defined in Chapter 271.205, Nevada Revised Statutes (hereinafter the "Project"), and to defray a portion of the entire cost and expense of such Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land within the District; and

WHEREAS, by a resolution heretofore passed and approved (the "Provisional Order Resolution"), the City Council declared its determination to create the District for the purpose of making the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessments are to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from in the Project; and

WHEREAS, among other documents, the City Engineer together with the City Engineer Division (hereinafter the "Engineer", collectively) made out a preliminary assessment roll and an assessment plat for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, or if not known, stating the name is "unknown"; a description of each lot,

tract, or parcel of land to be assessed; the market value of each lot; the amount of the estimated assessment to be levied thereon; and the amount of maximum special benefits (and corresponding market value increases); and the Engineer has reported the preliminary assessment roll and assessment plat to the City Council and has prepared and reported the "Engineer's Report to the City Council on Benefits," and has filed the assessment plat, preliminary assessment roll and the Engineer's Report with the City Clerk; and

WHEREAS, pursuant to the Provisional Order Resolution, the City Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written complaint, protest or objection on or before Friday, October 15, 2010, and to appear before the City Council on Wednesday, October 20, 2010, to be heard as to the propriety and advisability of acquiring and improving the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that not more than 2,640 feet remain unimproved in any street between improvements already made to the same street or between intersecting streets and that the exception provided by NRS 271.306(2) (b) does exist with respect to the Project; and

WHEREAS, the written and oral objections and protests received were duly considered, and the City Council has determined that it is in the best interests of the City, and the inhabitants thereof, to create the District as theretofore proposed; and

WHEREAS, every written protest and other objection was found to be without sufficient merit and was overruled by the City Council by the Special Improvement District No. 1519 Protest Disposal Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within 30 days after the City Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the City Council and the Engineer have done all things necessary and preliminary to the creation of the District, by filing with the City Clerk an accurate estimate of cost, full and detailed, final revised plans and specifications, revised assessment plat, revised final map, and a report on benefits by the Engineer. The City Council desires now to authorize such improvements and work and to create the District by this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF LAS VEGAS, DOES ORDAIN AS FOLLOWS:

Section 1. That this Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 1519 Creation Ordinance" (the "Ordinance").

Section 2. That the City Council has heretofore determined and does hereby determine that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same heretofore have been, by the Special Improvement District No. 1519 Protest Disposal Resolution, overruled, and finally passed upon by the City Council.

Section 3. That the City Council has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of the District.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 4. That there hereby is created in the City an improvement district designated as the City of Las Vegas, Nevada, Special Improvement District No. 1519 Sidewalk Infill – Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) for the purpose of acquiring a

Project as more particularly described below. The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below). The streets to be improved by the improvements are:

Oakey Boulevard (NORTH SIDE) - from the centerline of Rancho Road west along Oakey Boulevard approximately 370-feet (80-foot right-of-way).

11th Street (EAST SIDE) - from the centerline of Bonneville Avenue south approximately 220-feet (80-foot right-of-way).

Section 5. That the Project, which is hereby ordered to be acquired, shall be located within the boundaries of the District, and shall be as shown in the final plans and specifications heretofore filed in the City Clerk's office, without minor details being described. The character of the improvements shall be described more particularly as follows:

The project will consist of sidewalks. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The City Council has determined that a portion of the cost of the Project is of special benefit and shall be paid by special assessments against the lots, tracts and parcels of land so benefited.

Section 6. That the estimated total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$ 31,294,78	$ 31,294.78	$ 0.00

The amounts to be assessed for the Project will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are equal and uniform.

The assessments will be levied on a front foot method for the installation of sidewalk. Each property owner will be assessed for the cost of sidewalks where not already existing.

Such basis of assessments has been designated by the City Council in the Special Improvement District No. 1519 Provisional Order Resolution.

Section 7. That the portion of the costs to be assessed against, and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon, each piece or parcel of property in the District is stated in the assessment plat and addendum thereto, as designated preliminary assessment roll. In cases of wedge or "V" or any other irregularly-shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

Section 8. That the City Engineer, in cooperation with the City, is hereby authorized to advertise for performing the work and making the Improvements in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications and contract documents.

Section 9. That after the award of the contract, the City Council shall determine the total cost of the work performed, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the City Council shall provide that the assessments may be payable without interest or demand at the election of the owner during a specified cash payment period, or in twenty (20) substantially equal semi-annual installments of principal and interest. The City Director of Finance and Business Services shall provide the rate of interest on unpaid installments of assessments which will not exceed the maximum rate of interest permitted under the Nevada Revised Statutes. If assessment bonds are issued, such rate will not exceed more than one percent (1%) of the highest rate of interest on any of the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed more than three percent (3%) the "Index of Twenty Bonds", which shall have been most recently published at the time bids for the bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%.

Section 10. That all action, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof, (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the performing of all prerequisites to the creation of the District, the acquisition of the Improvements, the specially benefited property therein, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 11. That 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 Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds.

Section 12. That in accordance with NRS 271.325 (6), upon the final adoption of this Ordinance, the City Clerk is hereby authorized and directed to immediately file in the office of the Clark County Recorder a certified copy of the preliminary assessment roll (the list of the tracts to be assessed). The County Recorder is to record such assessment roll for the purpose of establishing the record of lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request. Thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days

before the adoption of the Ordinance, i.e., at least ten (10) days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing)

Notice of Filing Of:

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1519 SIDEWALK INFILL - OAKEY BOULEVARD (WEST OF RANCHO DRIVE) AND 11TH STREET (NORTH OF CHARLESTON BOULEVARD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 3rd day of November, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 1st day of December, 2010.

/s/ Beverly K. Bridges
City Clerk

(End of Form of Publication of Notice of Filing)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for and against its passage, and with a statement that typewritten copies of the Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the City of Las Vegas Charter and all laws thereunto enabling. Such publication shall be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1519 SIDEWALK INFILL - OAKEY BOULEVARD (WEST OF RANCHO DRIVE) AND 11TH STREET (NORTH OF CHARLESTON BOULEVARD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on November 3, 2010, and was passed at a regular meeting held on December 1, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

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:	_____ _____

This Ordinance shall be in full force and effect from and after December 5, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 1st day of December, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced November 3, 2010, PASSED, ADOPTED AND APPROVED December 1, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

Beverly K. Bridges, MMC
City Clerk

Approved as to form:

10/20/10
Date Assistant City Attorney

STATE OF NEVADA	)
	)
COUNTY OF CLARK	) **SS**
	)
CITY OF LAS VEGAS	)

I, Beverly K. Bridges, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on November 3, 2010, and finally adopted and approved on December 1, 2010.

2. The following members of the City Council were present at the November 3, 2010, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on November 3, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on December 1, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the December 1, 2010, meeting and voted upon the adoption of the Ordinance 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:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on November 3, 2010, and December 1, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings 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 by 9:00 a.m. no later than three (3) working days before the meetings 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.

6. A copy of such notice so given of the meeting of the City Council on November 3, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on December 1, 2010, is attached to this certificate as Exhibit B.

7. Upon request, the governing body 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 members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this December 1, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of November 3, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of December 1, 2010 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Title of Creation Ordinance)

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **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.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 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.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 3, 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: November 3, 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

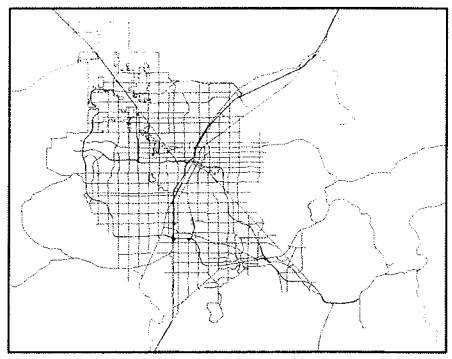
1300 FREMONT STREET
CROSS STREETS - LAS VEGAS//MARYLAND

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

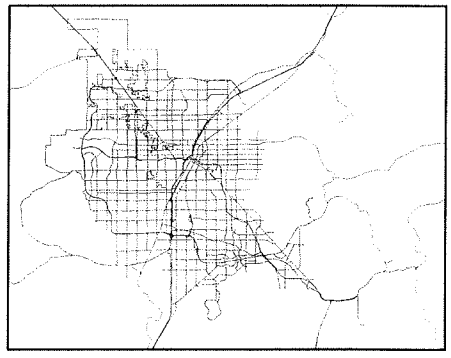
1300 FREMONT STREET
CROSS STREETS - LAS VEGAS//MARYLAND

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.

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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.

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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.

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Officer Daniel Perry P#9031
DTAC COP / Chronic Nuisance
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Las Vegas, NV 89101
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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

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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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& COLLINS
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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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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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1700 BANK OF AMERICA PLAZA
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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.

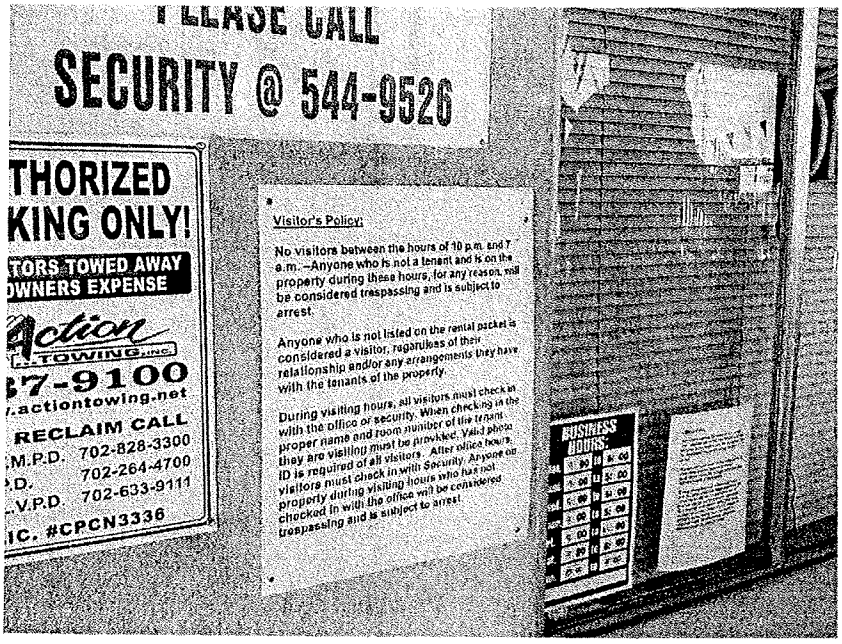
Anyone who is not listed on the rental packet is considered a visitor, regardless of their relationship and/or any arrangements they have with the tenants of the property.

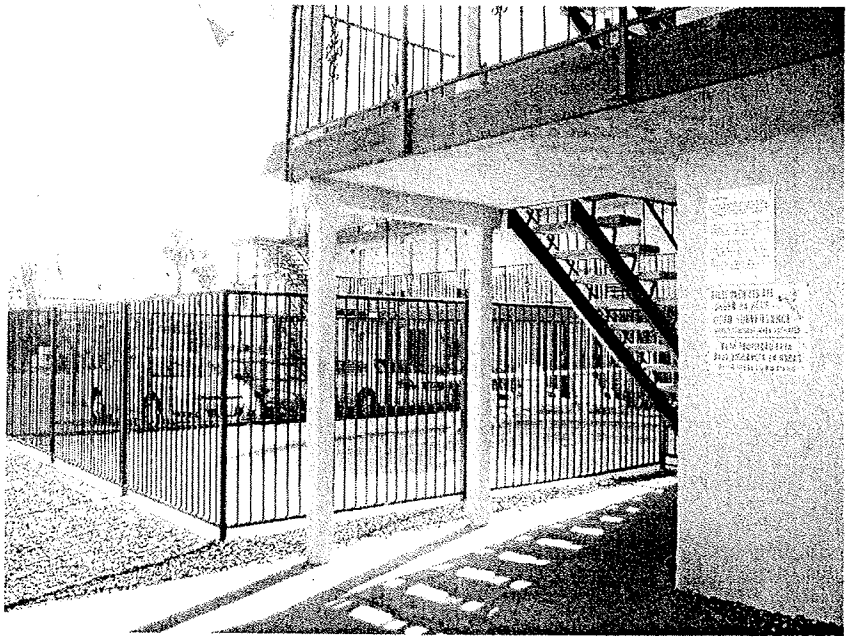
During visiting hours, all visitors must check in with the office or security. When checking in the proper name and room number of the tenant they are visiting must be provided. Valid photo ID is required of all visitors. After office hours, visitors must check in with Security. Anyone on property during 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

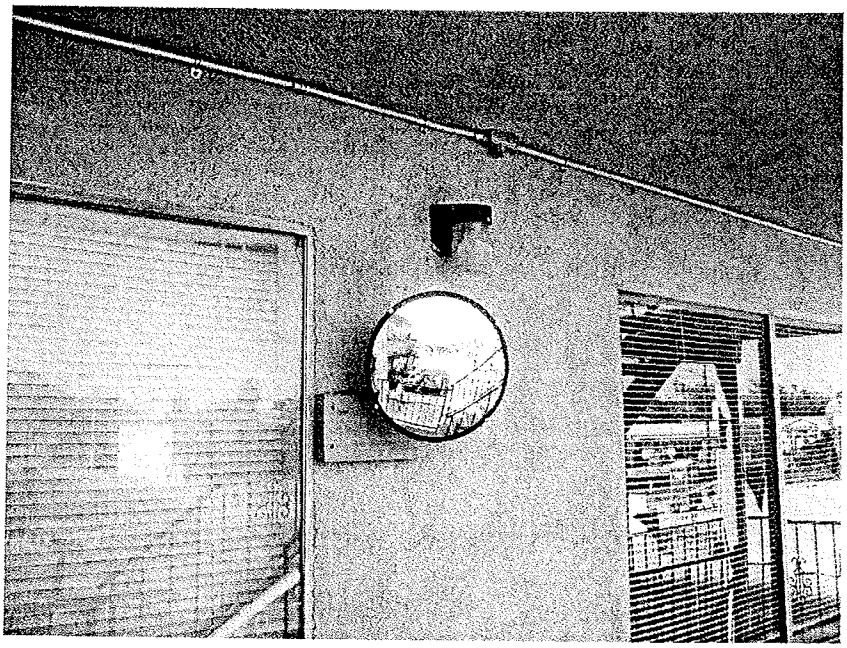


EXHIBIT 9

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

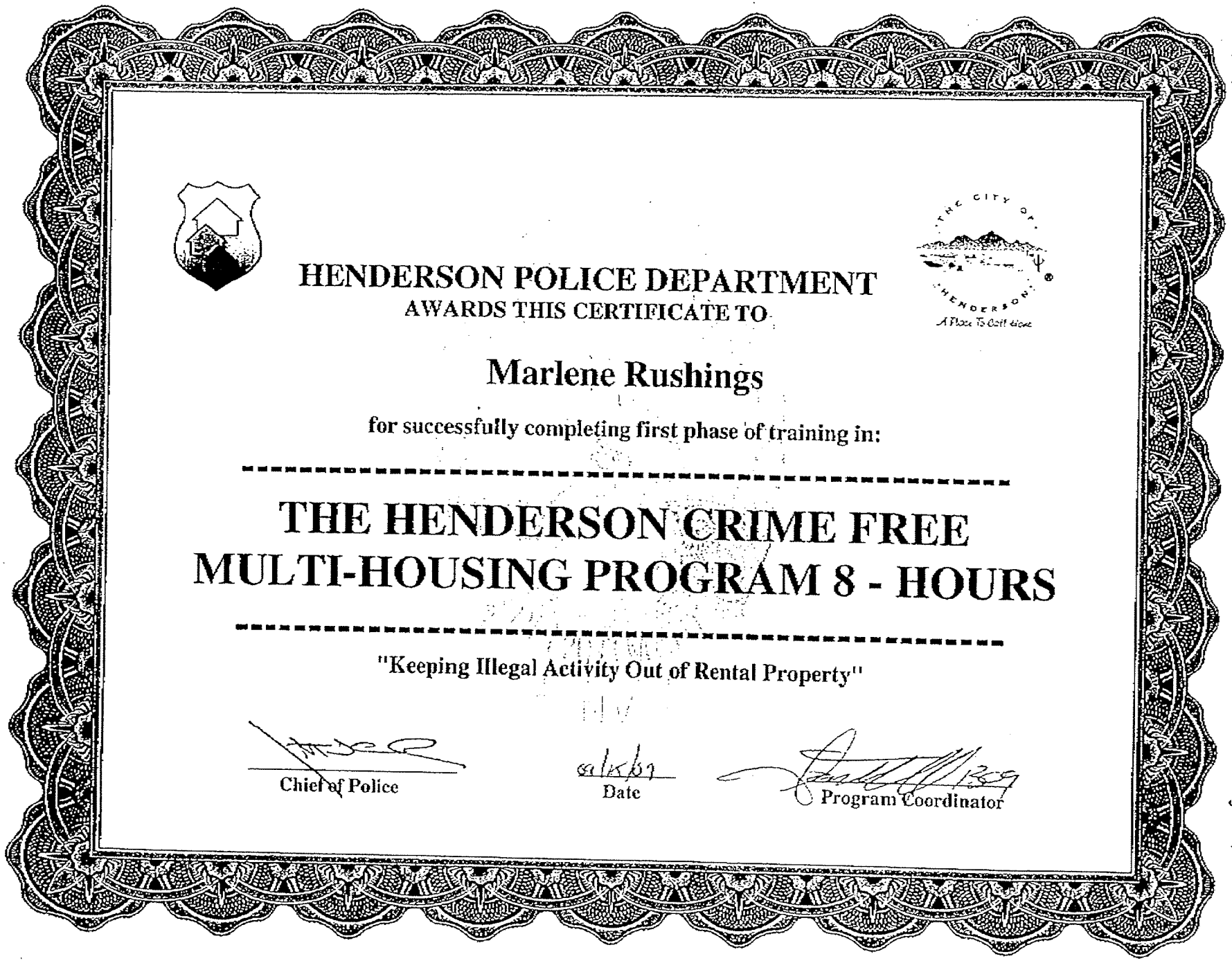
From: Pamela Terry [mailto:P7707T@LVMPD.COM]
Sent: Wednesday, August 11, 2010 2:26 PM
To: Julia Furrule
Subject: Shayne Torres

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

Printed with environmentally friendly soy ink

LAS VEGAS CITY COUNCIL

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OSCAR B. GOODMAN

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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

October 20, 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 October 6, 2010, Agenda Item #75 was held in abeyance and is now scheduled to be heard on November 3, 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.: **55.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-39601 - EXTENSION OF TIME – SPECIAL USE PERMIT - APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT - Request for an Extension of Time of a previously approved Special Use Permit (SUP-29206) FOR A 100-FOOT TALL RADIO COMMUNICATION TOWER at the northwest corner of Centennial Parkway and Fort Apache Road (APNs 125-19-802-006 and 013), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

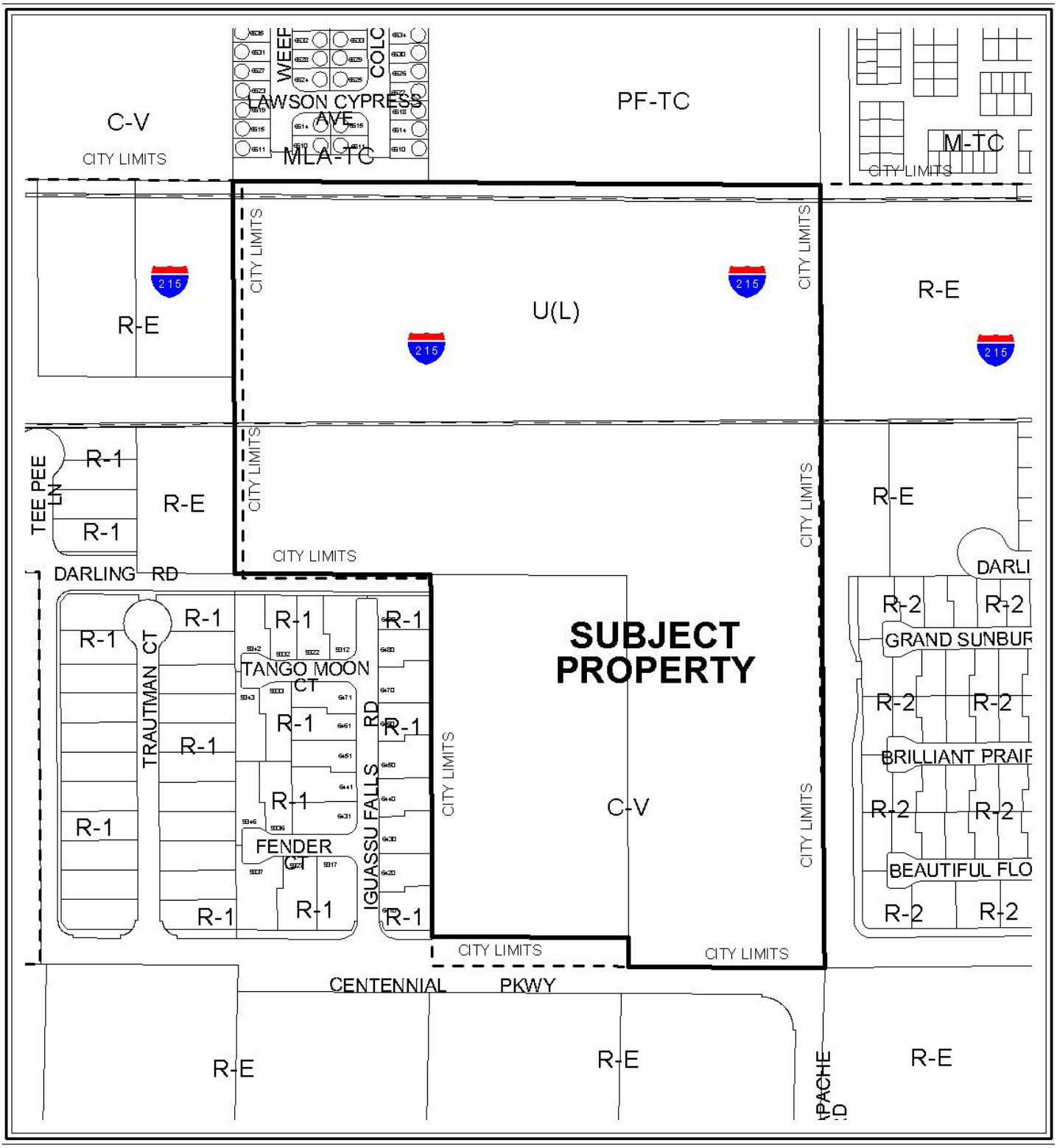
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-29206
5. Justification Letter

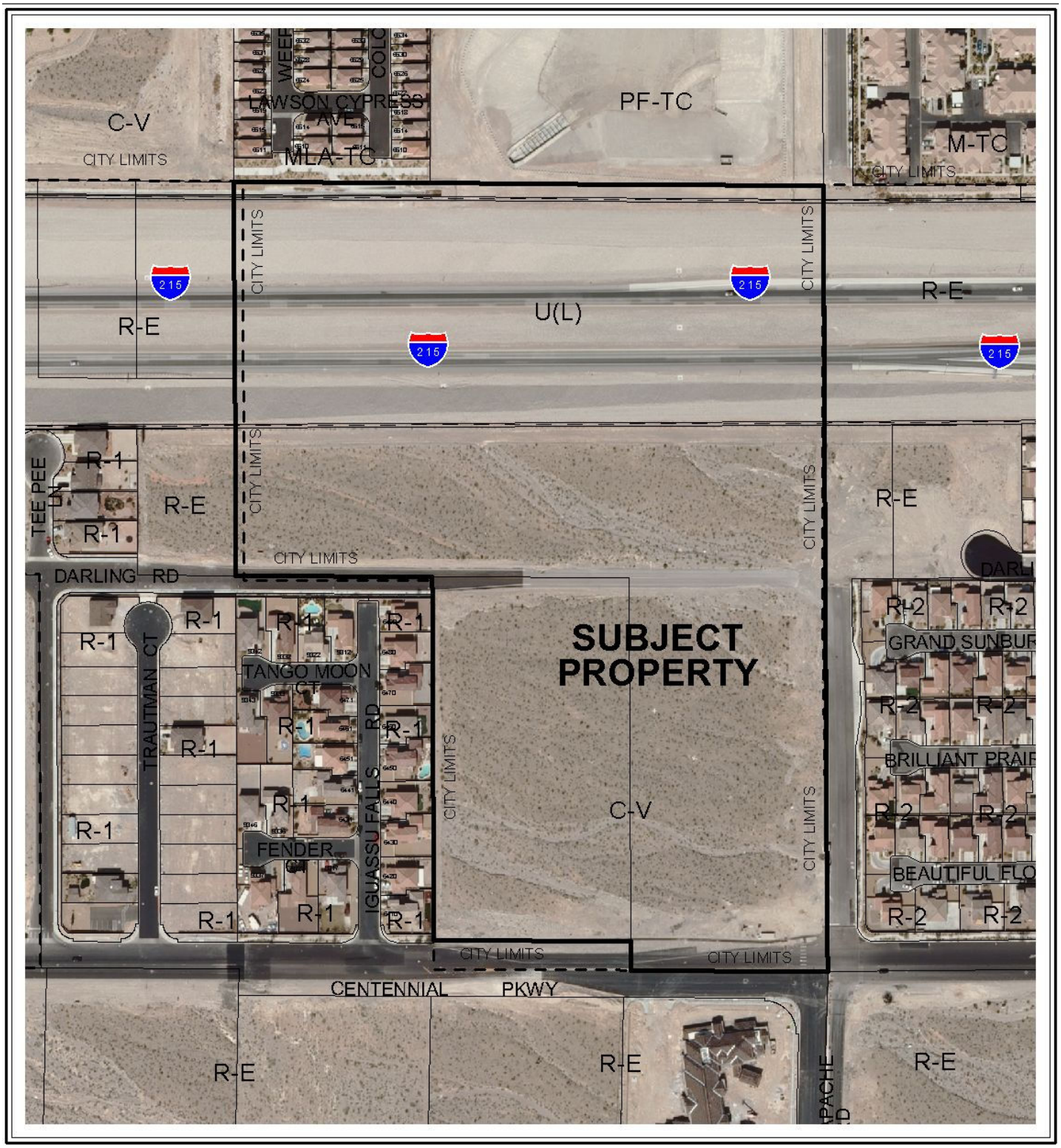


0 200 400 Feet

CASE: EOT-39601

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 200 400 Feet

CASE: EOT-39601

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: LAS VEGAS VALLEY WATER DISTRICT

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39601	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-39601 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-29206) shall expire on November 8, 2013 unless another Extension of Time request is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-29206) and all site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Special Use Permit (SUP-29206) for a 100-foot tall Radio Communication Tower. No building permits have been issued nor have plans been submitted for review for the proposed project. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas and budget concerns.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/06/02	The City Council approved a request for Annexation (A-0023-01) to annex property located generally on the northwest corner of Centennial Parkway and Fort Apache Road containing approximately 20 acres of land. The transfer into the City was effective 02/15/02. The Planning Commission and staff recommended approval.
11/21/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-24534) from L (Low Density Residential) to PF (Public Facilities) on 8.80 acres at the northwest corner of Fort Apache Road and Centennial Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-24536) from U (Undeveloped) [L (Low Density Residential) General Plan designation] to C-V (Civic).
02/06/08	The City Council approved a request for Annexation (ANX-24899) to annex 340 feet west of North Apache Road and north of West Centennial Parkway containing approximately 5.0 acres of land. The transfer into the City was effective 02/05/08. The Planning Commission and staff recommended approval.
05/21/08	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the General Plan (GPA-27383) from L (Low Density Residential) to PF (Public Facilities) on 5.07 acres on the north side of Centennial Parkway approximately 330 feet west of Fort Apache Road. The Planning Commission and staff recommended approval

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/04/08	The City Council approved a request for Rezoning (ZON-27507) from U (Undeveloped) [L (Low Density Residential) General Plan designation] to C-V (Civic) on 5.0 acres on the north side of Centennial Parkway approximately 330 feet west of Fort Apache Road. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-27508) for a proposed 10,719 square-foot Utility Installation.
11/05/08	The City Council approved a request for a Special Use Permit (SUP-29206) for a 100-foot tall Radio Communication Tower at the northwest corner of Fort Apache Road and Centennial Parkway. The Planning Commission and staff recommended approval.
06/02/10	The City Council approved a request for an Extension of Time (EOT-37953) of a previously approved Site Development Plan Review (SDR-27508) for a proposed 10,719 square-foot Utility Installation on 14.0 acres at the northwest corner of Fort Apache Road and Centennial Parkway.

Related Building Permits/Business Licenses
No business licenses, building permits or plan check have been issued or submitted for the proposed use.

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	24.93

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land and ROW (Right-of-Way)	PF (Public Facilities)	C-V (Civic)
North	Single-Family Residences	TC (Town Center)	MLA (Medium-Low Attached Residential-Town Center)
	Undeveloped Land	TC (Town Center)	PF (Public Facilities-Town Center)
South	Undeveloped Land	RL (Residential Low)-Clark County	R-E (Rural Estates Residential)- Clark County
East	Single-Family Residences and ROW (Right-of-Way)	RS (Residential Suburban)- Clark County	R-E (Rural Estates Residential)- Clark County
West	Single-Family Residential and Undeveloped Land	RS (Residential Suburban)	R-1 (Single-Family Residential)- Clark County

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

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-29206) for a 100-foot tall Radio Communication Tower at the northwest corner of Centennial Parkway and Fort Apache Road. The site is currently undeveloped land. No building permits have been issued nor have plans been submitted for review for the proposed project.

Title 19.18.060 deems a Special Use Permit exercised upon the issuance of a building permit for the new construction.

FINDINGS

The Special Use Permit (SUP-29206) has not met Title 19.18.060 requirements to exercise the entitlement as no building permits have been submitted for the proposed radio communication tower. The applicant is requesting an extension of time due to the current economic conditions in Las Vegas and budget concerns. Staff is recommending approval of this request with a three-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-29206) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39601** APN: 125-19-802-013, 125-19-802-006

Name of Property Owner: Patricia Mulroy, General Manager, Las Vegas Valley Water District

Name of Applicant: Shawn P. Mollus, Director of Las Vegas Valley Water District Engineering

Name of Representative: Peter J. Jauch, Engineering Design Manager

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: P Mulroy

Print Name: Patricia Mulroy

Subscribed and sworn before me

This 14th day of September, 2010

Joan S. Wakley

Notary Public in and for said County and State

JOAN S. WAKLEY
Notary Public State of Nevada
No. 08-7913-1
My appt. exp. July 16, 2012

RECEIVED
SEP 15 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit - Extension of Time

Project Address (Location) 9250 W. Centennial Parkway

Project Name LVVWD C1232 **Proposed Use** Water Facility

Assessor's Parcel #(s) 125-19-802-013, 125-19-802-006 **Ward #** 6-Ross

General Plan: existing PF proposed _____ **Zoning:** existing CV proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 14.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Las Vegas Valley Water District **Contact** Patricia Mulroy

Address 1001 S. Valley View Boulevard **Phone:** (702) 258-3266 **Fax:** (702) 258-3811

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

APPLICANT Las Vegas Valley Water District **Contact** Shawn P. Mollus

Address 1001 S. Valley View Boulevard **Phone:** (702) 258-3266 **Fax:** (702) 258-3811

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

REPRESENTATIVE Las Vegas Valley Water District **Contact** Peter J. Jauch

Address 1001 S. Valley View Boulevard **Phone:** (702) 258-3240 **Fax:** (702) 862-7452

City Las Vegas **State** Nevada **Zip** 89153

E-mail Address _____

Property Owner Signature* P Mulroy

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Patricia Mulroy

Subscribed and sworn before me

This 14th day of September, 2010.

Joan Swakey

Notary Public in and for said County and State

JOAN S. WAKLEY
Notary Public State of Nevada
No. 08-7913-1
My appt. exp. July 16, 2012

FOR DEPARTMENT USE ONLY

Case #	EOT-3960
Meeting Date:	11/03/10
Total Fee:	$300
Date Received:*	9/15/10
Received By:	B. S.

RECEIVED
SEP 15 2010

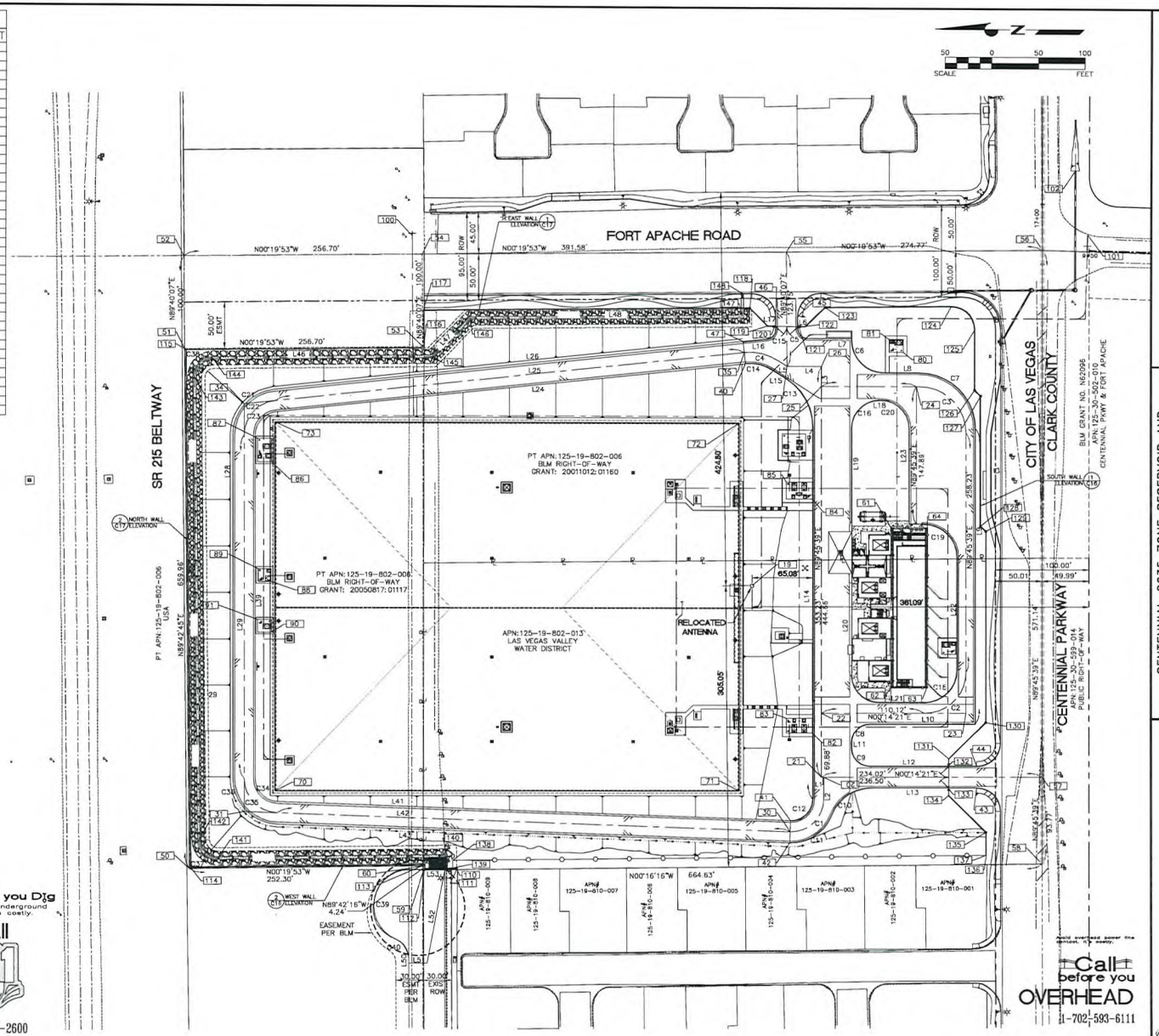
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

CURVE TABLE					
CURVE	LOCATION	DELTA	RADIUS	LENGTH	TANGENT
C1	C/L	92°10'31"	35.00	56.31	36.35
C2	C/L	90°00'00"	45.00	70.69	45.00
C3	C/L	90°00'00"	50.00	78.54	50.00
C4	C/L	38°49'49"	57.09	38.89	20.12
C5	BC	89°25'46"	10.00	15.61	9.90
C6	BC	90°00'00"	35.00	54.98	35.00
C7	BC	90°00'00"	60.00	94.25	60.00
C8	BC	90°00'00"	20.00	31.42	20.00
C9	BC	90°00'00"	20.00	31.42	20.00
C10	BC	68°58'10"	45.00	54.17	30.91
C11	BC	71°02'12"	47.00	58.27	33.55
C12	BC	92°03'25"	23.01	36.97	23.85
C13	BC	57°04'34"	60.00	59.78	32.63
C14	BC	38°52'42"	45.05	30.57	15.90
C15	BC	83°54'21"	10.00	14.65	8.99
C16	BC	90°00'00"	30.00	47.12	30.00
C17	BC	90°00'00"	30.00	47.12	30.00
C18	BC	90°00'00"	35.00	54.98	35.00
C19	BC	90°00'00"	35.00	54.98	35.00
C20	BC	90°00'00"	30.00	47.12	30.00
C21	EOP	83°35'12"	46.99	68.55	42.00
C22	C/L	83°39'23"	37.02	54.04	33.13
C23	EOP	83°56'24"	27.00	39.55	24.28
C24	NOT USED				
C25	NOT USED				
C26	NOT USED				
C27	NOT USED				
C28	NOT USED				
C29	NOT USED				
C30	NOT USED				
C31	NOT USED				
C32	NOT USED				
C33	NOT USED				
C34	EOP	87°53'08"	27.00	41.42	26.02
C35	C/L	87°53'08"	37.00	56.75	35.66
C36	EOP	87°53'07"	47.00	72.09	45.30
C37	FLOWLINE	89°57'44"	20.00	31.40	19.99
C38	FLOWLINE	89°13'35"	20.00	31.14	19.73
C39	EOP	158°00'19"	38.50	106.17	198.11
C40	EOP	67°53'48"	21.50	25.48	14.47

LINE TABLE			
LINE	LOCATION	LENGTH	BEARING
L1	C/L	2.48'	N00°14'21"E
L2	C/L	23.92'	N89°45'39"W
L3	C/L	21.55'	N89°45'39"W
L4	C/L	37.02'	N00°14'21"E
L5	C/L	10.81'	N33°09'27"E
L6	BC	13.52'	N89°40'07"W
L7	BC	47.92'	N00°14'21"E
L8	BC	37.62'	N00°14'21"E
L9	BC	320.23'	N89°45'39"W
L10	BC	112.62'	N00°14'21"E
L11	BC	5.88'	N89°45'39"W
L12	BC	114.00'	N00°14'21"E
L13	BC	119.03'	N00°14'21"E
L14	BC	403.90'	N89°45'39"W
L15	BC	18.71'	N33°09'27"E
L16	BC	26.04	N05°45'47"W
L17	BC	14.34'	N89°40'07"W
L18	BC	1.34'	N00°14'21"E
L19	BC	120.89'	N89°45'39"W
L20	BC	100.33'	N89°45'39"W
L21	BC	47.62'	N00°14'21"E
L22	BC	128.83'	N89°45'39"W
L23	BC	102.89'	N89°45'39"W
L24	EOP	508.15'	N05°45'47"W
L25	C/L	508.22'	N05°45'47"W
L26	EOP	508.28'	N05°45'47"W
L27	NOT USED		
L28	NOT USED		
L29	NOT USED		
L30	NOT USED		
L31	NOT USED		
L32	NOT USED		
L33	NOT USED		
L34	NOT USED		
L35	NOT USED		
L36	NOT USED		
L37	NOT USED		
L38	NOT USED		
L39	EOP	371.05'	N89°45'39"W
L40	NOT USED		
L41	EOP	552.46'	N02°21'13"E
L42	C/L	588.12'	N02°21'13"E
L43	EOP	552.46'	N02°21'13"E
L44	FLOWLINE	247.57'	N00°19'53"W
L45	FLOWLINE	498.82'	N89°42'44"E
L46	FLOWLINE	237.14'	N00°19'56"W
L47	FLOWLINE	57.98'	N45°19'53"W
L48	FLOWLINE	292.59'	N00°19'49"W
L49	FLOWLINE	25.00'	N89°58'24"W
L50	EOP	5.91'	N89°24'53"W
L51	SAWCUT	20.00'	N45°18'00"E
L52	SAWCUT	101.79'	N78°56'31"W
L53	EOP	38.00'	N00°18'00"E



CLV DWG #

G.C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS

LAS VEGAS VALLEY WATER DISTRICT

VERIFY SCALE
BAR REPRESENTS ONE INCH ONLY IF PRINTED ON ORIGINAL

CENTENNIAL 2635 ZONE RESERVOIR AND
2745 ZONE PUMPING STATION

SITE HORIZONTAL CONTROL PLAN

DRAWN BY: N.V. SITE — DATE: 07/20/07
CHECKED BY: M.W. MAHLE — DATE: XX/XX/XX
RECOMMENDED BY: JOSEPH Y. LIN — DATE:
ACCEPTED BY: PETER J. JAUCH — DATE:

DANNY E. HILL EXP.6/30/09 — NEVADA LAND SURVEYOR — No. 9389

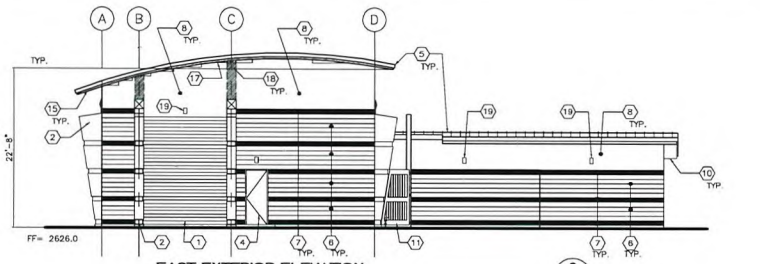
CONTRACT NUMBER
C1232
DRAWING NUMBER SV2
SHEET 9 OF 239

REVISIONS:

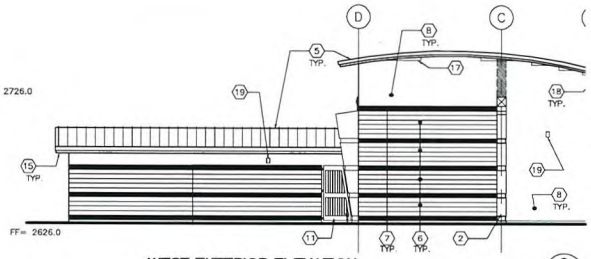
F:\490-503\Dwg\Zanita\RELOCATED ANTENNA.dwg — 09-30-08 13:10:13 Ranger

EOT-39601

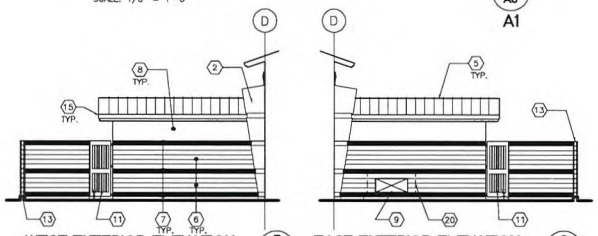
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SEP 15 2018



EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
2 A8 A1

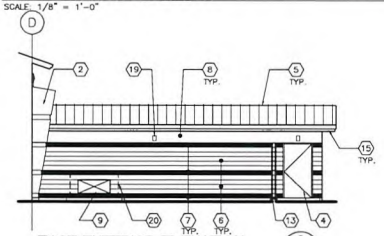


WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
3 A8 A1

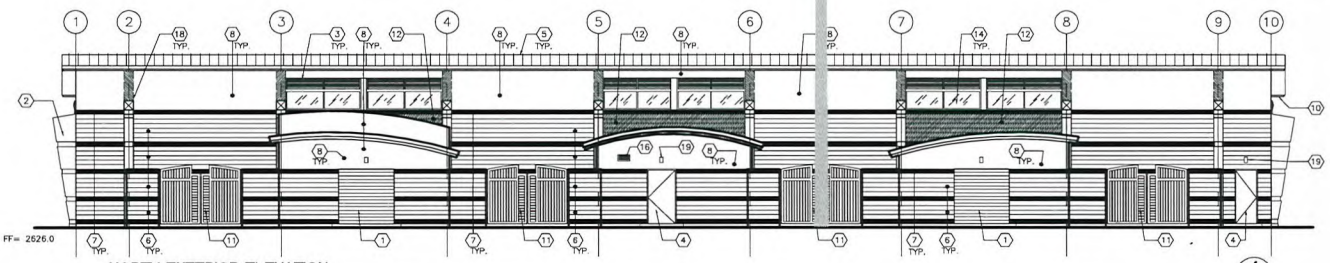


WEST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0" EVAP. AREA #1
5 A8 A1

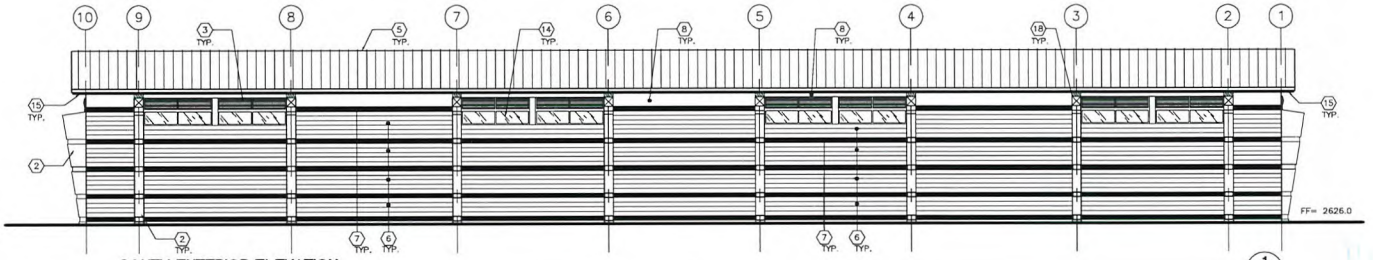
EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0" EVAP. AREA #2
6 A8 A1



EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0" EVAP. AREA #2
8 A8 A1



NORTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
4 A8 A1



SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"
1 A8 A1

KEYNOTES

1. FACTORY POWDER COATED ROLL UP DOOR, SEE DOOR SCHED. ON A4
2. PRE-CAST COLOR PIGMENTED CONCRETE COLUMN SEE STRUCT. REFER TO SPECIFICATIONS FOR COLOR PIGMENTATION
3. METAL LOUVER. SEE A5
4. PRIME & PAINTED HOLLOW METAL DOOR, SEE DOOR SCHEDULE ON A4
5. STANDING SEAM METAL ROOF.
6. SPILT FACE CMU-1
7. SMOOTH FACE CMU-2
8. HONED CMU-3
9. OPENING IN WALL FOR HVAC EQUIP. VERIFY SIZE OPENING WITH MECH. AND ELECT. EQUIPMENT.
10. ROOF OVERHANG BEYOND
11. PRIME & PAINTED T.S. GATE.
12. SMOOTH FACE CMU, SIM. TO CMU-1 REFER TO DETAIL 7/A01
13. CMU WALL, SEE STRUCT.
14. WINDOW SYSTEM A/A5 B/A5 C/A5
15. METAL FASCIA, PAINT TO MATCH ROOF
16. LOUVER SEE MECHANICAL
17. GROUT FILL-IN, GROUT COLOR TO MATCH CMU SEE STRUC. DWG.
18. 4" THICK CMU OVER CONC. PRECAST COLUMNS. CMU TO MATCH FIELD
19. LIGHTING, SEE ELECTRICAL DWG'S
20. A/C UNIT, SEE MECH. DWG.

MATERIALS

CMU-1 FIELD	RINKER	BUFF WITH BLACK #14 SPLIT FACE CMU
CMU-2 ACCENT	RINKER	BUFF SMOOTH #6
CMU-3 ACCENT	RINKER	BUFF HONED
PT-1 ACCENT	FRAZEE	WESTERN SAND – 7762W LUSTER: SEMI GLOSS (DOORS, METAL LOUVERS, AND TUBE STEEL)
PT-2 ACCENT	SHERWIN WILLIAMS	INTERIOR ZIRCON TWT SW2129 (STEEL DECK, TRUSSES, BEAMS, AND MISC. METALS) REFER TO SHEET A6
CONC. COLS.		CONC. PIGMENT TO BE #288 BAMBOO AS MFGR'D BY SOLOMON COLORS INC. OR OWNER APPROVED EQUAL. ARCH. TO APPR. COL. SAMPLE PRIOR TO FABRICATION
ROOF		HEMLOCK GREEN BERRIDGE – (TEE-PANEL)
GLZ-1		EXTERIOR 1" INSULATING GLAZING, SOLAR CONTROL LOW-E TINTED, SOLAR BAN 60 (3) GRAY

NOTE:
DESIGN BASED ON MATERIALS LISTED ABOVE. CONTRACTOR MAY SUPPLY OWNER APPROVED EQUIVALENT.

NOTE:
APPLY GRAFFITI PROTECTION ON EXTERIOR MASONRY WALLS.

LAS VEGAS VALLEY WATER DISTRICT

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
555 SOUTH RAINBOW BLVD. LAS VEGAS, NEVADA 89145
TELEPHONE: (702) 804-2000 / FAX: (702) 804-2909

VERIFY SCALE
BAR REPRESENTS 1/2 INCH ON ORIGINAL DRAWING IF NOT 1/2 INCH, SCALES ON ORIGINAL ARE INCORRECT

CENTENNIAL 2653 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

PUMPING STATION BUILDING EXTERIOR ELEVATIONS

SEE HOOD SCALE DRAWING SCALE MAY VARY 1"= 1'-0"

DRAWN BY: ALAN WALKER
CHECKED BY: NORCO ARCHITECTURE, INC.
RECOMMENDED BY: LVWD SENIOR CIVIL ENGINEER
ACCEPTED BY: PETER J. JAUCH DESIGN MANAGER
DATE 06-26-07

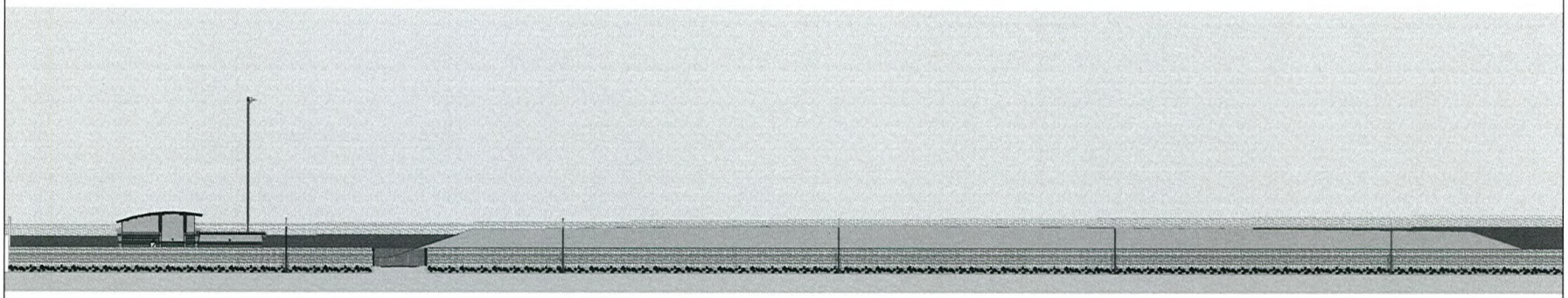
REVISIONS:

REGISTERED PROFESSIONAL ENGINEER No. 4308 STATE OF NEVADA

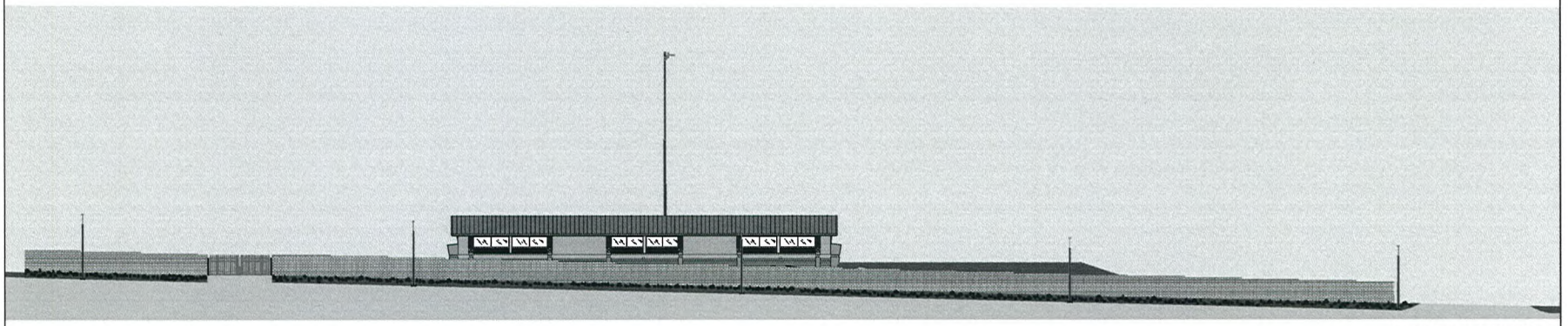
CONTRACT NUMBER
C1232
DRAWING NUMBER A8
SHEET 52 OF 259

EOT-39601

SEP 15 2016



FORT APACHE ROAD - LOOKING WEST - BLOCK WALL



FORT APACHE ROAD

CENTENNIAL PARKWAY - LOOKING NORTH - BLOCK WALL

2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION

EOT-39601

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SEP 15 2020

LAS VEGAS VALLEY WATER DISTRICT
2635 ZONE RESERVOIR
AND 2745 ZONE PUMPING STATION
DRAWING
OF SHTS

G.C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS
LAS VEGAS, NEVADA
PROJECT NO. 490-902

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

December 10, 2008

Ms. Patricia Mulroy
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

RE: SUP-29206 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 5, 2008

Dear Ms. Mulroy:

The City Council at a regular meeting held November 5, 2008 APPROVED the request for a Special Use Permit FOR A 100-FOOT TALL RADIO COMMUNICATION TOWER at the northwest corner of Centennial Parkway and Fort Apache Road (APN 125-19-802-006 and 013), C-V (Civic). The Notice of Final Action was filed with the Las Vegas City Clerk on November 6, 2008. This approval is subject to:

Added Condition:
A. Approval is pursuant to the site plan submitted and date stamped 9/30/08.

Planning & Development.
1. Conformance to the conditions for Site Development Plan Review (SDR-27508), if approved.

2. This approval shall be void two years from the date of final approval, unless vertical construction has commenced for the radio communication tower on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Vicky Darling, Acting City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: See Attached List

SEP 15 2010

EOT-39601

cc: Mr. Shawn P. Mollus
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

Mr. Peter J. Jauch
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

LAS VEGAS VALLEY
WATER DISTRICT

1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 870-2011 • lvwwd.com

September 1, 2010

City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

Attention: Planning and Development Department

SUBJECT: CONTRACT NO. C1232 – CENTENNIAL 2635 ZONE RESERVOIR AND 2745 ZONE PUMPING STATION, EXTENSION OF TIME REQUEST FOR SPECIAL USE PERMIT SUP-29206 (JUSTIFICATION)

On November 5, 2008, the City Council approved the above-referenced Special Use Permit submitted by the Las Vegas Valley Water District (District) for the construction of a 100-foot tall radio communication tower, located at the intersection of Centennial Parkway and Fort Apache Road. The Notice of Final Action was filed with the Las Vegas City Clerk on November 6, 2008. This Special Use Permit is in conjunction with the Site Development Plan Review (SDR-27508) approved by City Council on June 4, 2008 in which the Notice of Final Action was filed with the Las Vegas City Clerk on June 5, 2008. The District has proceeded to design the facility and has placed the project on hold. As of this date, the design is approximately 100 percent complete.

The District respectfully requests a three-year extension of time for the proposed site improvements associated with previously approved SUP-29206. The following points are offered as justification:

- Due to current economic conditions and budget concerns, this project has been placed on hold.
- The associated facility consists of specialized components (pumps, surge tank, electrical equipment, fabricated piping, etc.) that require custom fabrication and, subsequently, a prolonged construction period.

If you have any questions, or require additional information, you may contact Joseph Lin, P.E., Engineering Project Manager, at (702) 875-7062.

Sincerely,

Peter J. Jauch

Peter J. Jauch, P.E.
Engineering Design Manager
Engineering Design Division

PJJ:JYL:CML:jlr

RECEIVED
SEP 15 2010
EOT-39601

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

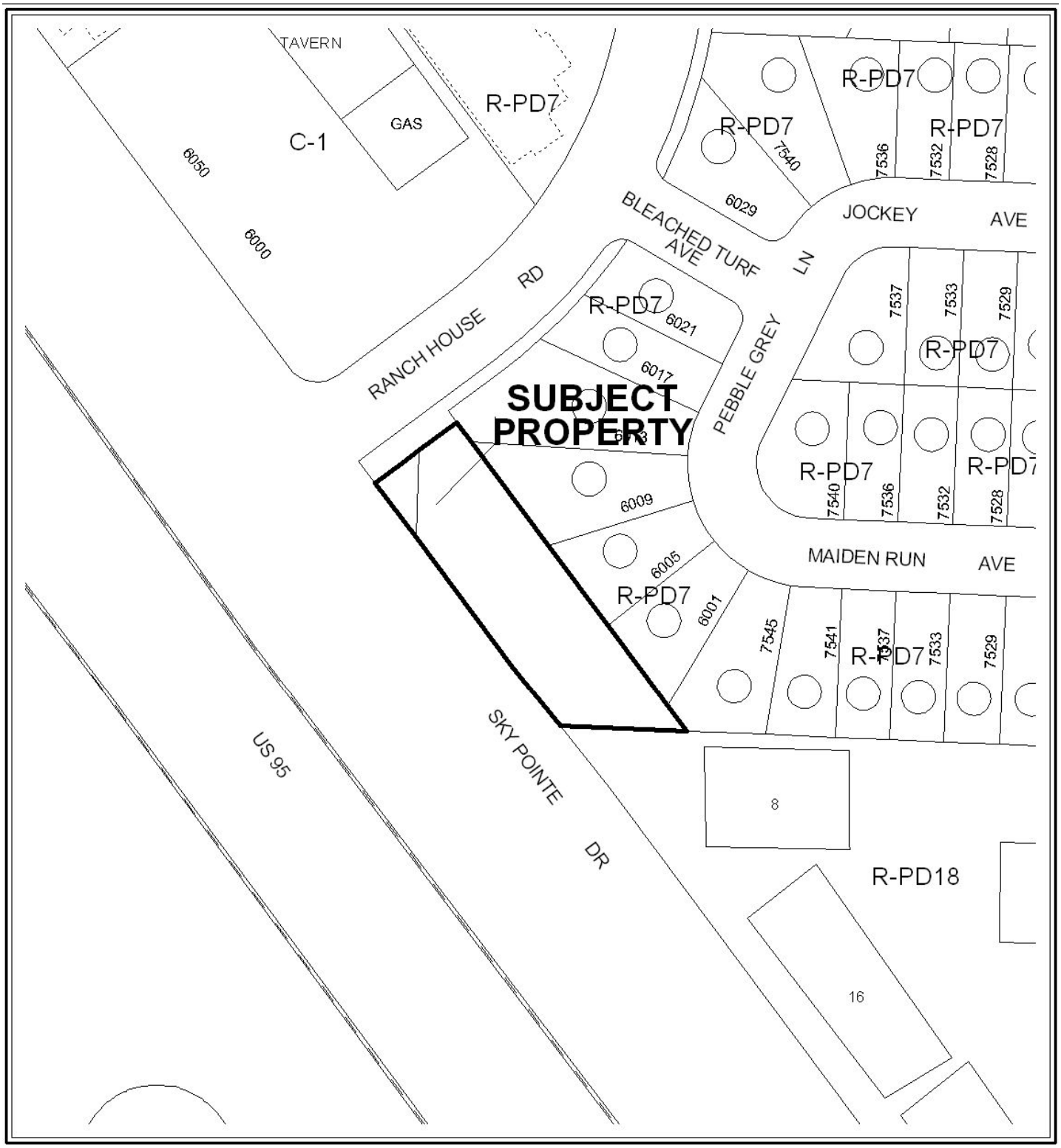
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-39701 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: H&GG LTD. & DAVID MASON - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-4606) FOR A SELF SERVE CAR WASH AND PET WASH; A WAIVER OF THE DISTANCE REQUIREMENTS TO ALLOW A TRASH ENCLOSURE TO BE 28 FEET FROM RESIDENTIAL USES WHERE 50 FEET IS REQUIRED AND A WAIVER TO REDUCE PERIMETER LANDSCAPING REQUIREMENTS on 0.43 acres at the northeast corner of Sky Pointe Drive and Ranch House Road (APNs 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Ross). 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**

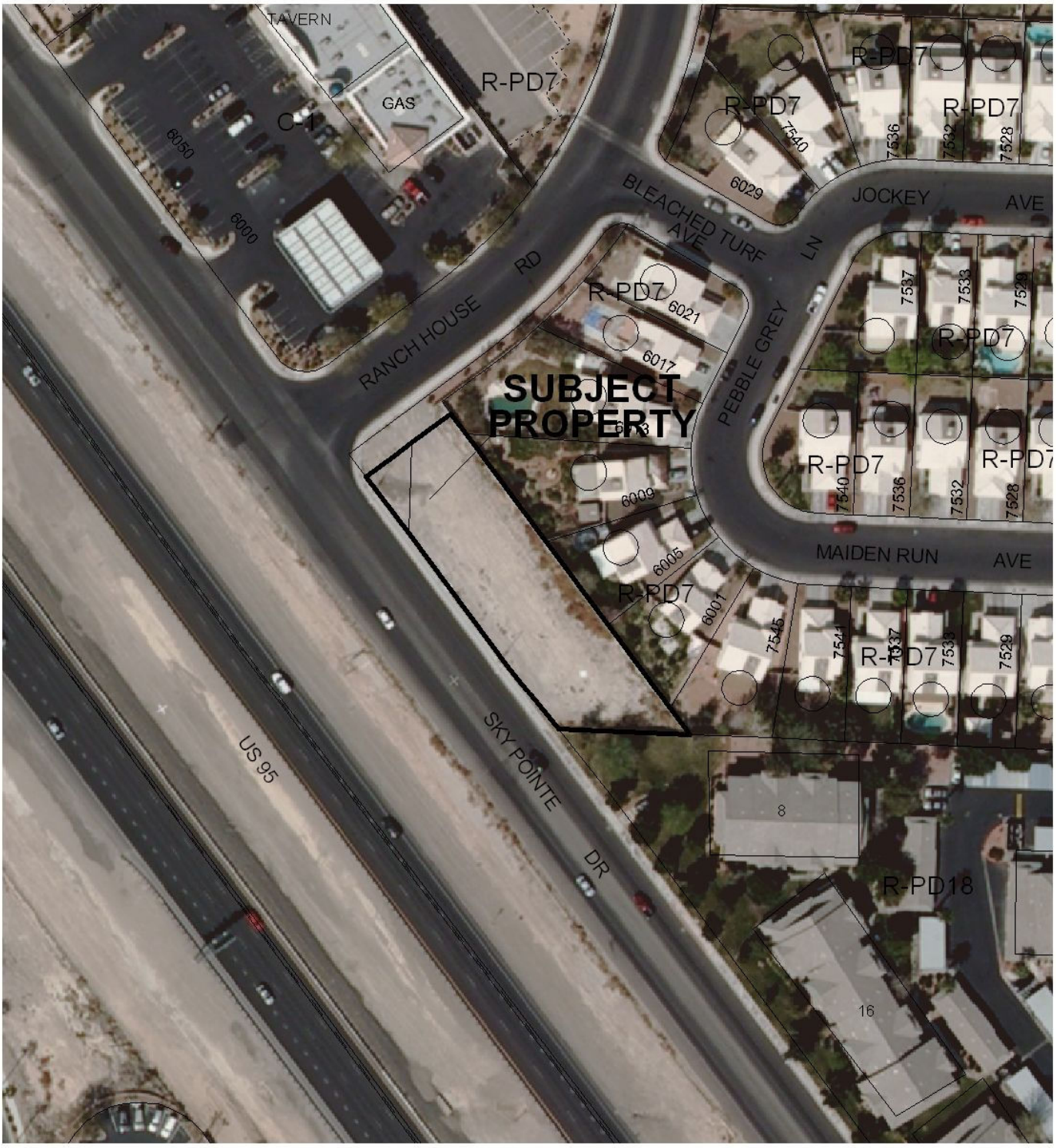
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for EOT-29815
5. City Council Approval Letter for SDR-4606
6. Justification Letter



CASE: EOT-39701

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 50 100 Feet

CASE: EOT-39701

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: H&GG LTD. & DAVID MASON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39701	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-39701 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-4606) shall expire on October 6, 2012 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-4606) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-4606) for a proposed self service car wash and pet wash with a waiver of the distance requirements to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required and a waiver to reduce perimeter landscaping requirements adjacent to the northeast corner of Sky Pointe Drive and Road House Road. Since the approval of the Site Development Plan Review (SDR-4606) in 2004, no plans have been submitted for review nor have any building permits been issued for the proposed project.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/06/04	The City Council approved a request to amend the Centennial Hills Interlocal Land Use Plan of the General Plan (GPA-4609) from ML (Medium-Low Density Residential) to GC (General Commercial) on 0.43 acres adjacent to the northeast corner of Sky Point Drive and Ranch House Road. The Planning Commission and staff recommended denial.
	The City Council approved a related request for a Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed self-service car wash and pet wash. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-4606) for a self service car wash and pet wash; a waiver of distance requirement to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required and a waiver to reduce perimeter landscaping requirements. The Planning Commission recommended approval; staff recommended denial.
11/1/06	The City Council approved a request for an Extension of Time (EOT-16950) of a previously approved Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed self-service car wash and pet wash adjacent to the northeast corner of Sky Point Drive and Ranch House Road.
	The City Council approved a related request for an Extension of Time (EOT-16951) of a previously approved Site Development Plan Review (SDR-4606) for a self service car wash and pet wash; a waiver of distance requirement to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required and a waiver to reduce perimeter landscaping requirements.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/15/08	The City Council approved a request for an Extension of Time (EOT-29815) of a previously approved Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed self-service car wash and pet wash adjacent to the northeast corner of Sky Point Drive and Ranch House Road.
	The City Council approved a related request for an Extension of Time (EOT-29814) of a previously approved Site Development Plan Review (SDR-4606) for a self service car wash and pet wash; a waiver of distance requirement to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required and a waiver to reduce perimeter landscaping requirements.
08/11/10	A Code Enforcement case (93552) was processed for a truck dumping miscellaneous debris/trash on vacant land located at the northeast corner of Sky Pointe Drive and Ranch House Road. Code Enforcement closed the case on 08/12/10.

Related Building Permits/Business Licenses
No business licenses or building permits have been issued for the proposed project, nor have plans been submitted for review.

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	0.43

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Car and Pet Wash	GC (General Commercial)	C-2 (General Commercial)
North	Tavern and Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)

South	Apartments	M (Medium Density Residential)	R-PD18 (Residential Planned Development- 18 Units per Acre)
East	Single Family Residences	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development- 7 Units per Acre)
West	CC-215 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) 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 third request for an Extension of Time of a previously approved Site Development Plan Review (SDR-4606) for a proposed self-service car wash and pet wash with a waiver of the distance requirements to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required, and a waiver to reduce perimeter landscaping requirements adjacent to the northeast corner of Sky Pointe Drive and Road House Road. Since the approval of the Site Development Plan Review (SDR-4606) in 2004, no plans have been submitted for review nor have any building permits been issued for the proposed project.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-4606) has not met the requirements outlined in Title 19.18.050 to exercise the entitlement as no building permits have been issued for the proposed project. The applicant is requesting an extension of time due to downturn in the economy and financing concerns. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-4606) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39701** APN: 125-27-204-004 And 005

Name of Property Owner: H&GG Limited Partnership & David Mason

Name of Applicant: David Mason

Name of Representative: _____

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: David Mason

Subscribed and sworn before me

This 22nd day of September, 2010

Rubye L. Klaman

Notary Public in and for said County and State

RUBYE L. KLAMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-20-2014
Certificate No: 02-74403-1

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SEP 23 2010

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: H&GG Limited Partnership & David Mason

Project Address (Location) Sky Pointe Drive and Ranch House Road

Project Name Shag's Car & Pet Wash **Proposed Use** Car Wash

Assessor's Parcel #(s) 125-27-201-004 and 005 **Ward #** 6

General Plan: existing C-2 proposed C-2 **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 38,250 **Floor Area Ratio**

Gross Acres .52 **Lots/Units** 2 **Density**

Additional Information

PROPERTY OWNER H&GG Ltd. & David Mason **Contact** David Mason

Address 1137 So. Rancho Drive, Ste # 120 **Phone:** **Fax:**

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address davemasonrealty@lvcoxmail.com

APPLICANT David Mason **Contact** David Mason

Address 1137 So. Rancho Drive, Ste # 120 **Phone:** (702) 386-8686 **Fax:** (702) 386-9839

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address davemasonrealty@lvcoxmail.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* D. Mason

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name David L. Mason

Subscribed and sworn before me

This 22nd day of September, 2010.

Debye L. Klaman

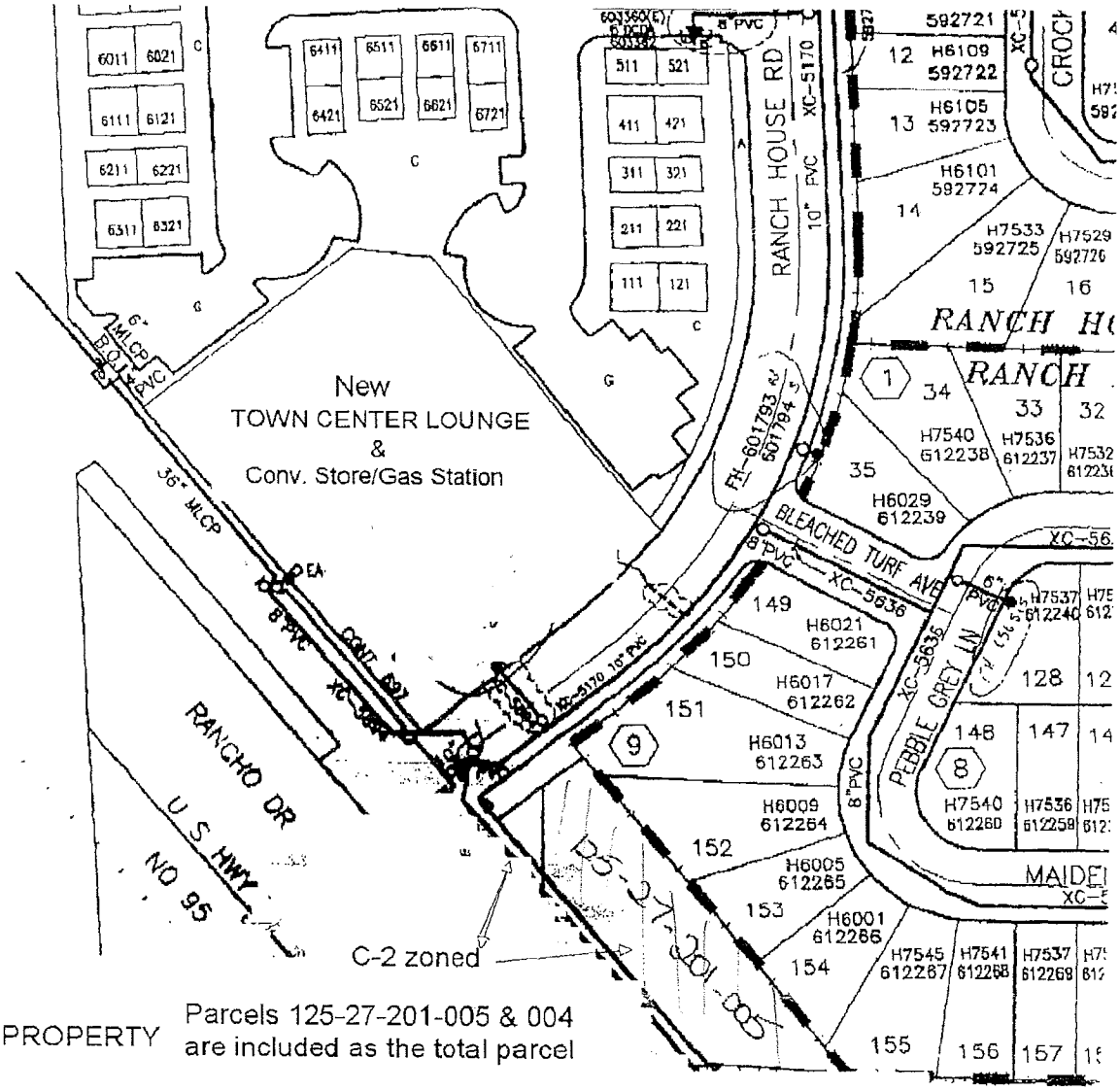
Notary Public in and for said County and State

DEBYE L. KLAMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-20-2014
Certificate No: 02-74403-1

FOR DEPARTMENT USE ONLY

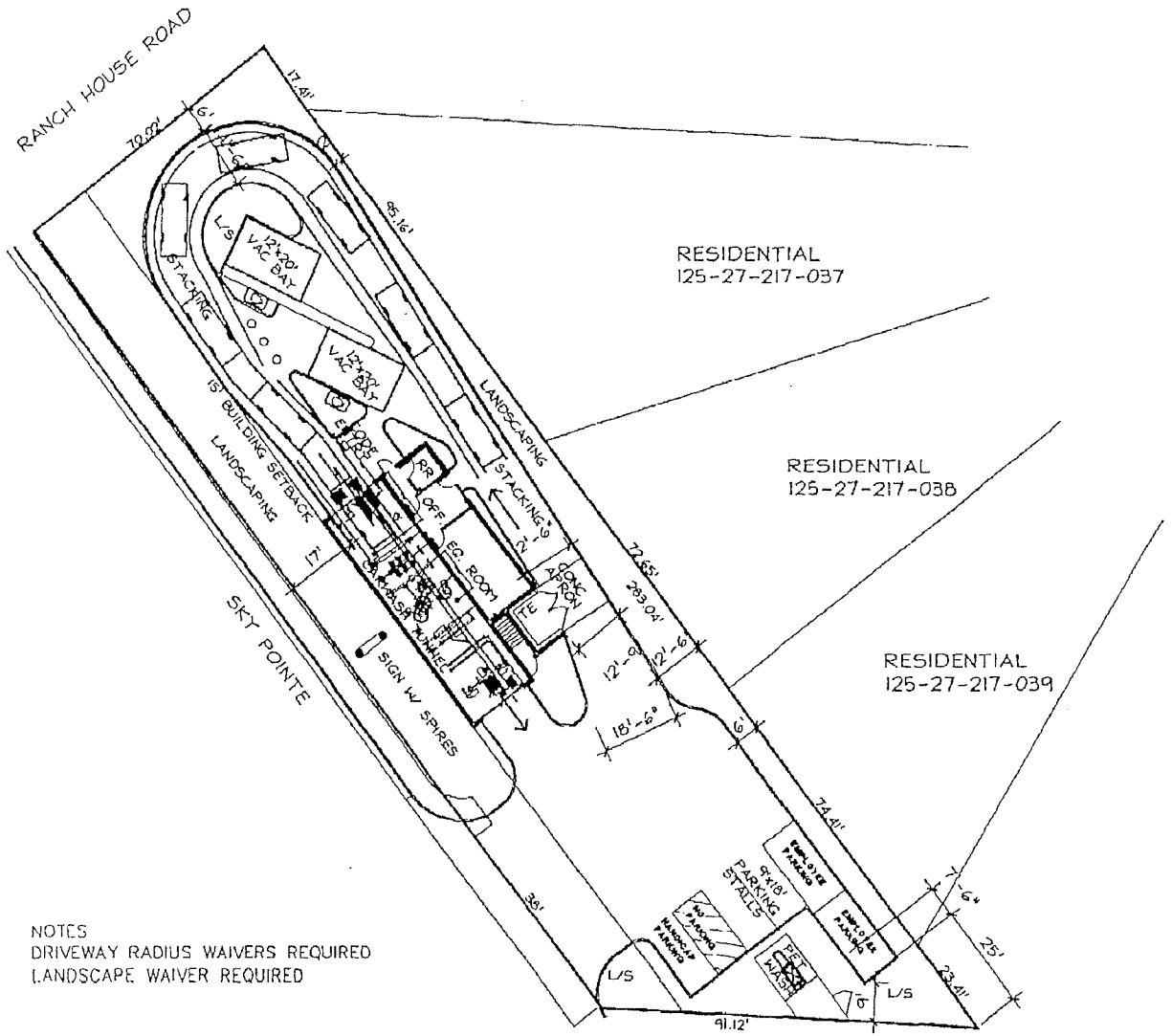
Case #	EOT-39701
Meeting Date:	11/3/10
Total Fee:	300.00
Date Received:*	9/23/10
Received By:	RECEIVED CHM SEP 23 2010

*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.



SUBJECT PROPERTY Parcels 125-27-201-005 & 004 are included as the total parcel

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NOTES
DRIVEWAY RADIUS WAIVERS REQUIRED
LANDSCAPE WAIVER REQUIRED

DON PHILLIPS AIA, ARCHITECT
1218 K Street Suite 200
Modesto, CA 95354
Phone (209) 577-3548
Fax (209) 577-5726

SHAG'S CAR WASH

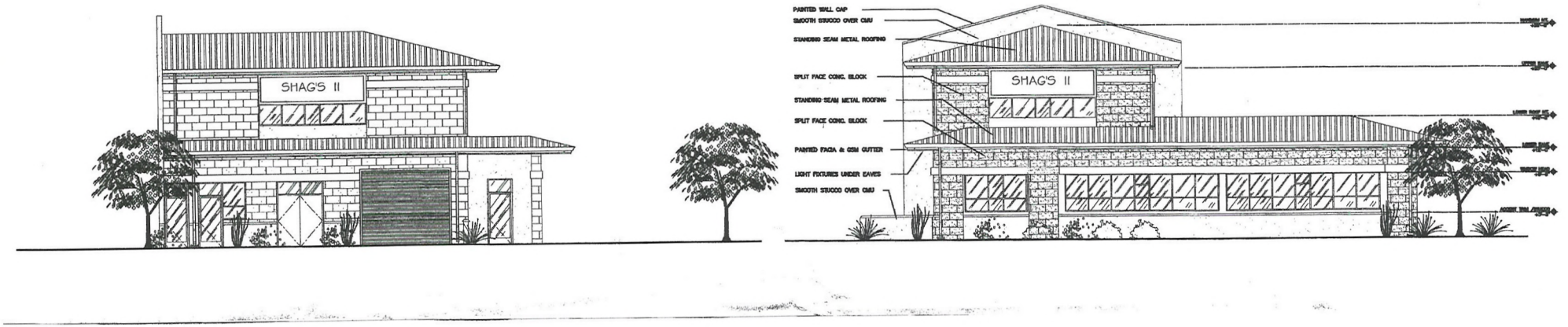
Las Vegas, Nevada

Conceptual Site Plan 9C
Scale: 1"=500 ft
Date March 24, 2004
Job Number 2403-1013

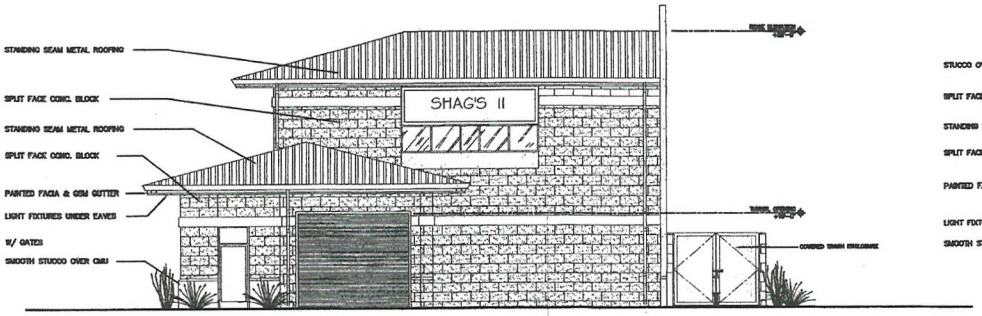
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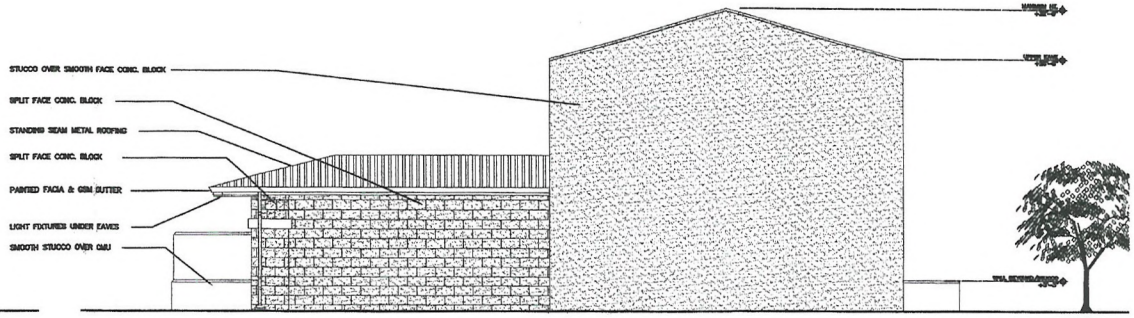
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Oct 04 05 02:42p Pacific Design Assoc

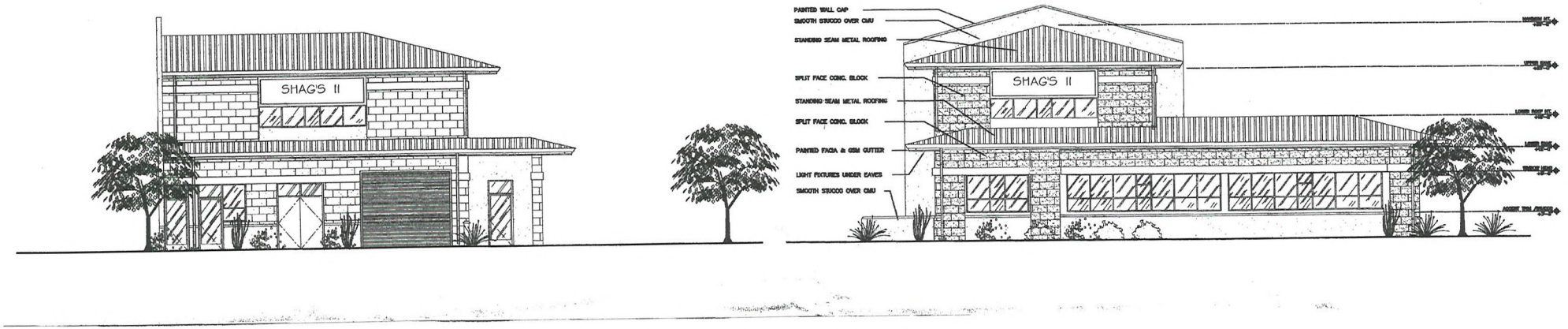


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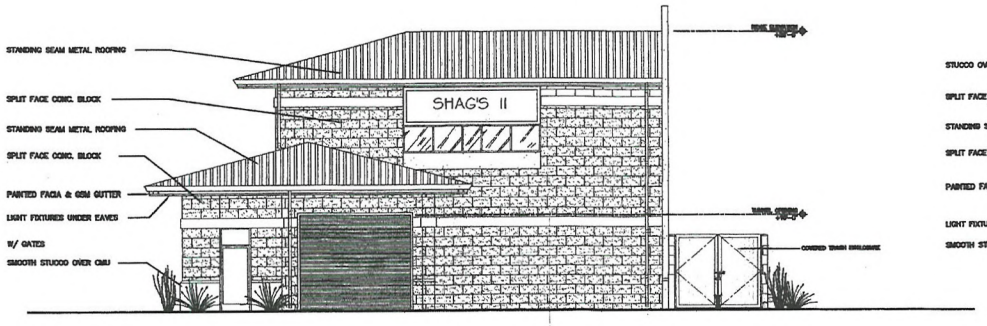


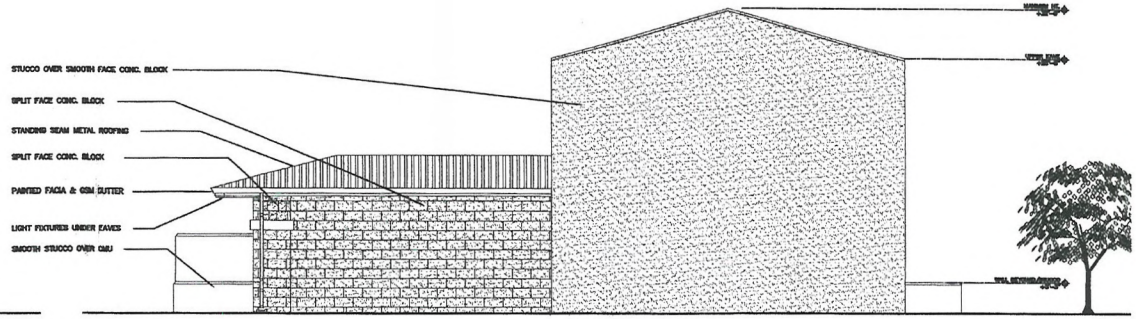
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EOT-39701



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SEP 23 2010

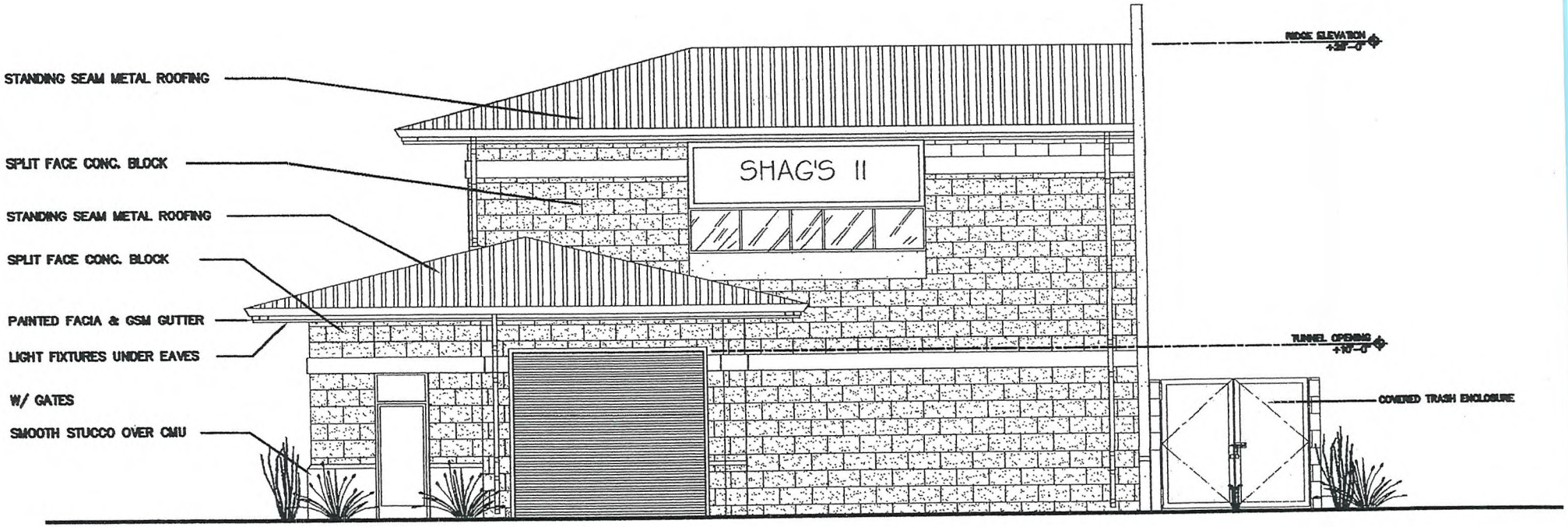
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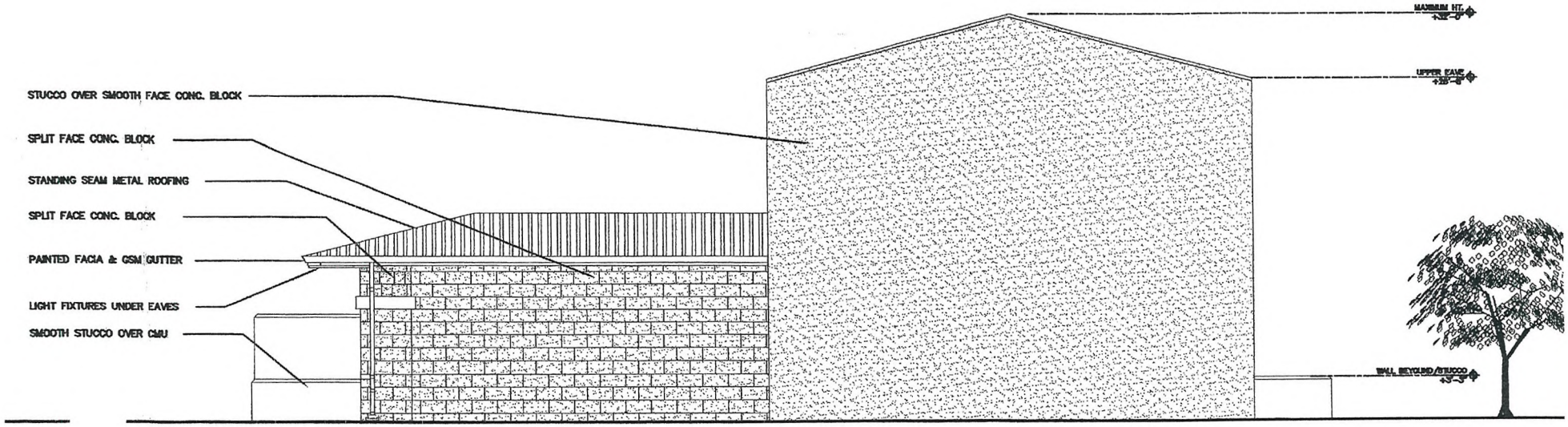
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SEP 23 2010

EOT-39701



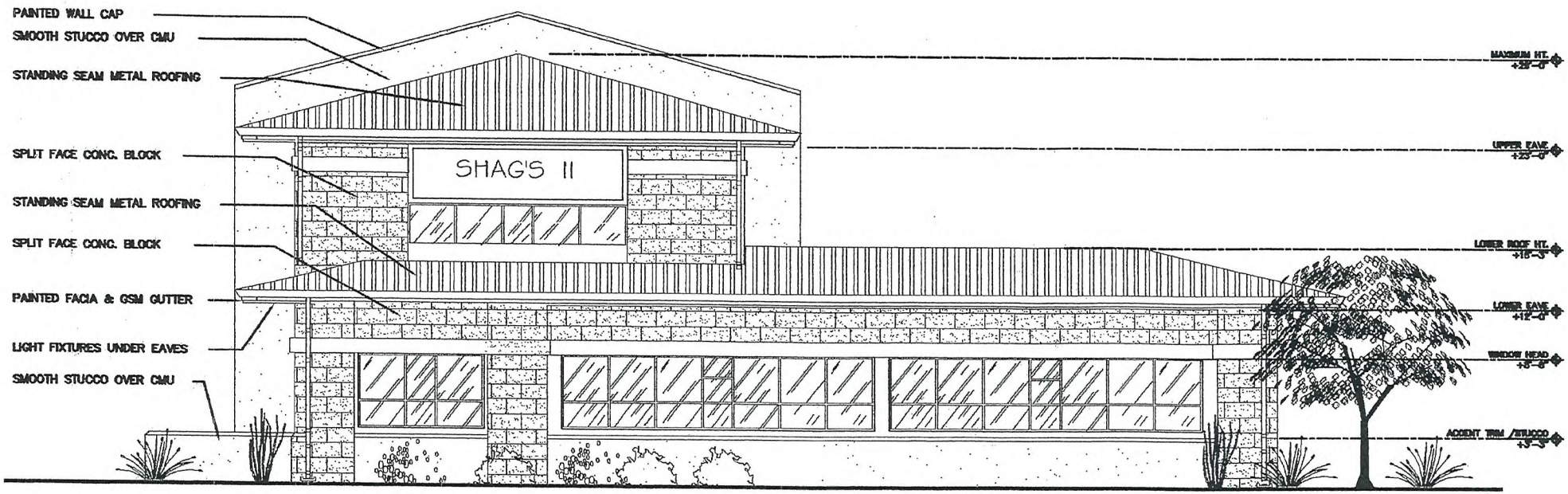
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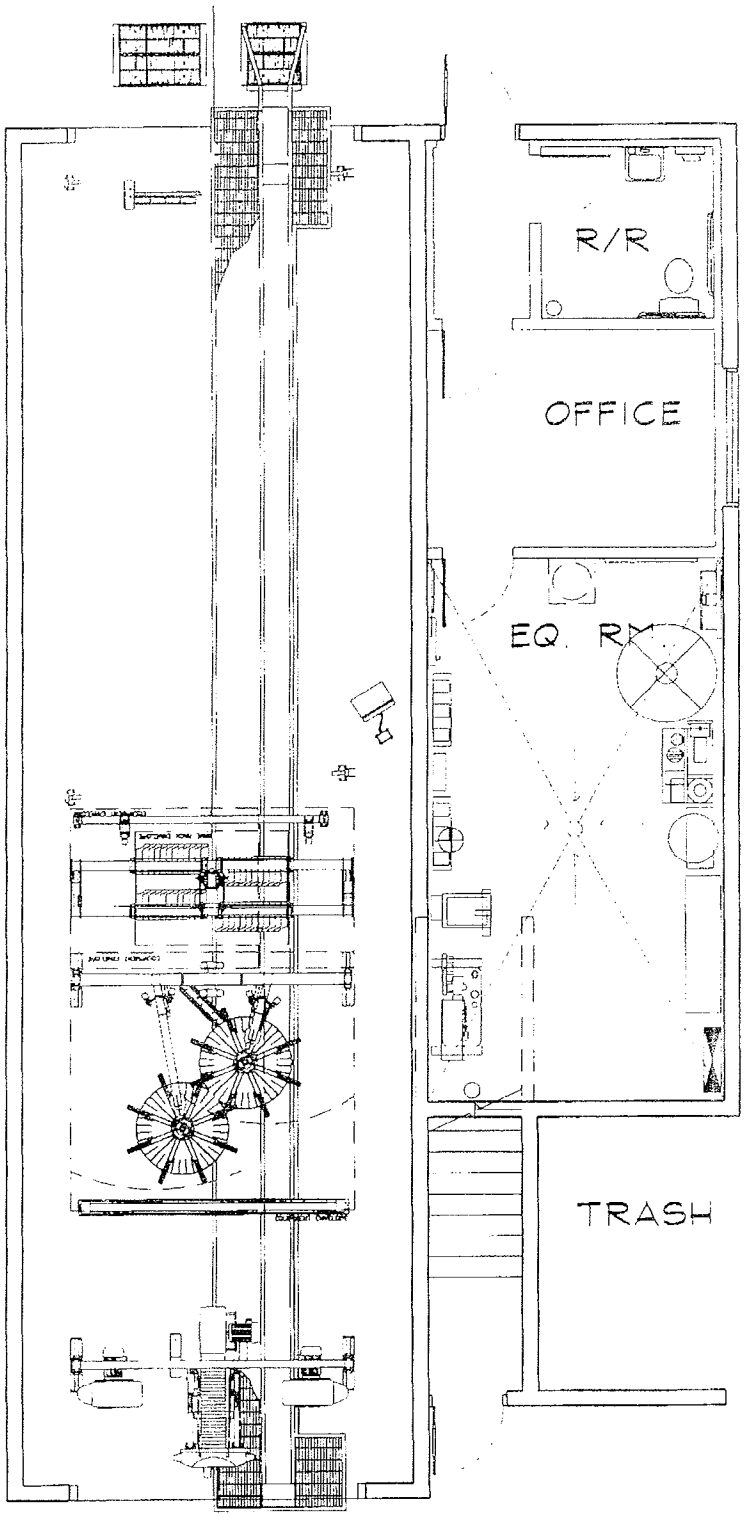


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EOT-39701

Shag's Car Wash
Las Vegas, Nevada
Conceptual Floor Plan 9

Scale: 1/8" = 1'-0"
Date March 17, 2004
Job Number 2403-1013

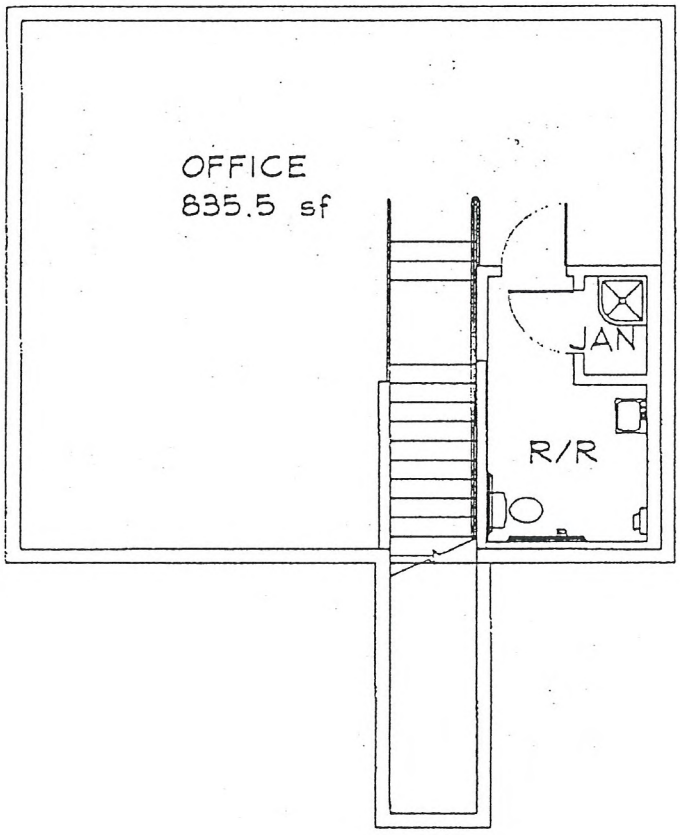


DON PHILLIPS AIA, ARCHITECT
1218 K Street Suite 200
Modesto, CA 95354
Phone (209) 577-3548
Fax (209) 577-5726

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EOT-39701

Shag's Car Wash
Las Vegas, Nevada
Conceptual Floor Plan 9C

Scale: 1/8" = 1'-0"
Date March 24, 2004
Job Number 2403-1013



DON PHILLIPS AIA, ARCHITECT
1218 K Street Suite 200
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Fax (209) 577-5726

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EOT-39701

AS 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

October 16, 2008

Mr. David Mason
H&GG Ltd.
1137 South Rancho Drive, Suite #120
Las Vegas, Nevada 89102

RE: EOT-29815 – EXTENSION OF TIME
CITY COUNCIL MEETING OF OCTOBER 15, 2008

Dear Mr. Mason:

The City Council at a regular meeting held October 15, 2008 APPROVED the request for an Extension of Time of an approved Variance (VAR-4671) TO ALLOW A 28.9-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE AN 84.75-FOOT SETBACK IN CONJUNCTION WITH A PROPOSED SELF-SERVICE CAR WASH AND PET WASH on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 16, 2008. This approval is subject to:

Planning & Development

1. Conformance to the Conditions of Approval for Variance (VAR-4671) and all other subsequent related actions as required by the Planning and Development Department and Department of Public Works.

2. This Variance (VAR-4671) will expire on 10/06/10 unless another Extension of Time is approved by the City Council.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

CITY OF LAS VEGAS
00 STEWART AVENUE
VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
ww.lasvegasnevada.gov

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EOT-39701



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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

December 16, 2004

Mr. David Mason
Mr. James Shoughro
516 South 6th Street, Suite #400
Las Vegas, Nevada 89101

RE: SDR-4606 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF OCTOBER 6, 2004
Related to GPA-4609 & VAR-4671

Dear Mr. Mason:

The City Council at a regular meeting held October 6, 2004 APPROVED the request for a Site Development Plan Review FOR A SELF SERVE CAR WASH AND PET WASH; A WAIVER OF DISTANCE REQUIREMENT TO ALLOW A TRASH ENCLOSURE TO BE 28 FEET FROM RESIDENTIAL USES WHERE 50 FEET IS REQUIRED and A WAIVER TO REDUCE PERIMETER LANDSCAPING REQUIREMENTS on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 7, 2004. This approval is subject to:

Planning and Development

1. Location of the trash enclosure and handicap parking space shall be worked out with staff.

2. Twenty-four inch box trees planted 15-feet on center shall be required along the east property line, and 30-inch tall berm shall be incorporated in the landscape area along Sky Pointe Drive and Ranch House Road with 24-inch box trees planted 20-feet on center.

3. Approval of a General Plan Amendment (GPA-4609) and Variance (VAR-4671) by the City Council.

4. All proposed trash enclosures shall have a roof.

5. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

6. All development shall be in conformance with the site plan and building elevations, date stamped 06/16/04, except as amended by conditions herein.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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1B112-001-6/04

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EOT-39701

7. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

8. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. [Failure to properly maintain required landscaping and underground sprinkler systems should be cause for revocation of a business license.]

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

12. Landscape and maintain the remnant vacant lot adjacent to Sky Pointe Drive concurrent with installation of landscaping on this site, if allowed by adjacent homeowners' association.

13. Increase the height of the wall between the residents and the car wash to a maximum of eight feet.

14. A gate to be approved by the Planning and Development Department will be placed across the driveway when the car wash is closed so there is no access to the site after business hours.

15. An attendant shall be on site at all times during business hours.

16. Trash receptacle shall be brought to the street for trash pick up only and shall remain within the enclosure during all other times.

17. No windows shall be placed on the second floor (office) facing the residences.

18. All City Code requirements and design standards of all City departments must be satisfied.

19. Hours of operation shall be 7:00 a.m. to 8:00 p.m. during the week and 8:00 a.m. to 8:00 p.m. during the weekends.

20. There shall be no signage allowed on the east side of the building facing residential properties.

21. There shall be an on-site median designed to slow egress and ingress at the entrance approved by the City Traffic Engineer.

Public Works

22. The applicant shall add a median on site at the entrance to the satisfaction of the City Engineer.

23. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

24. The proposed driveways, accessing Sky Pointe Drive, shall be designed, located and constructed in accordance with Standard Drawing #222A.

25. The developer of this site shall be responsible to connect to public sewer. Coordinate with the Collection Systems Planning Section of the Department of Public Works to connect to public sewer at a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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.

26. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing drainage patterns for this site prior to the issuance of grading permits. Provide and improve all drainageways as recommended.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Chad Vellinga
3445 South Valley View Boulevard
Las Vegas, Nevada 89102

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SEP 23 2010

EOT-39701

Dave Mason Realty

Commercial Real Estate

9/22/10

Planning and Development Department

City of Las Vegas, Nevada

Re: Request for extension of time – Site Development Plan

To: Planning Commission

Please consider this request for an extension of time for 6050 Sky Pointe Drive and Ranch House Road for a car wash and pet spa site. (APN: 125-27-201-004 and 005).

This service is needed by the surrounding area and was previously approved by the planning commission and the City Council on October 16, 2008. It will expire in October, 2010.

Due to the prolonged recession and financial funding of the project the owners have not been able to move forward on the project to date. The intent to build the Car Wash and Pet Spa is in the future plans as the economy improves.

Sincerely,

David Mason

Owner

1137 South Rancho Drive • Suite 120 • Las Vegas, Nevada 89102
Office (702) 386-8686 / Fax (702) 386-9839
davemasonrealty@lvcm.com

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SEP 23 2010
EOT-39701

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-39719 - EXTENSION OF TIME – VARIANCE - APPLICANT/OWNER: H&GG LTD & DAVID MASON - Request for an Extension of Time of a previously approved Variance (VAR-4671) TO ALLOW A 28.9 FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE AN 84.75 FOOT SETBACK IN CONJUNCTION WITH A PROPOSED SELF-SERVICE CAR WASH AND PET WASH on 0.43 acres at the northeast corner of Sky Pointe Drive and Ranch House Road (APNs 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

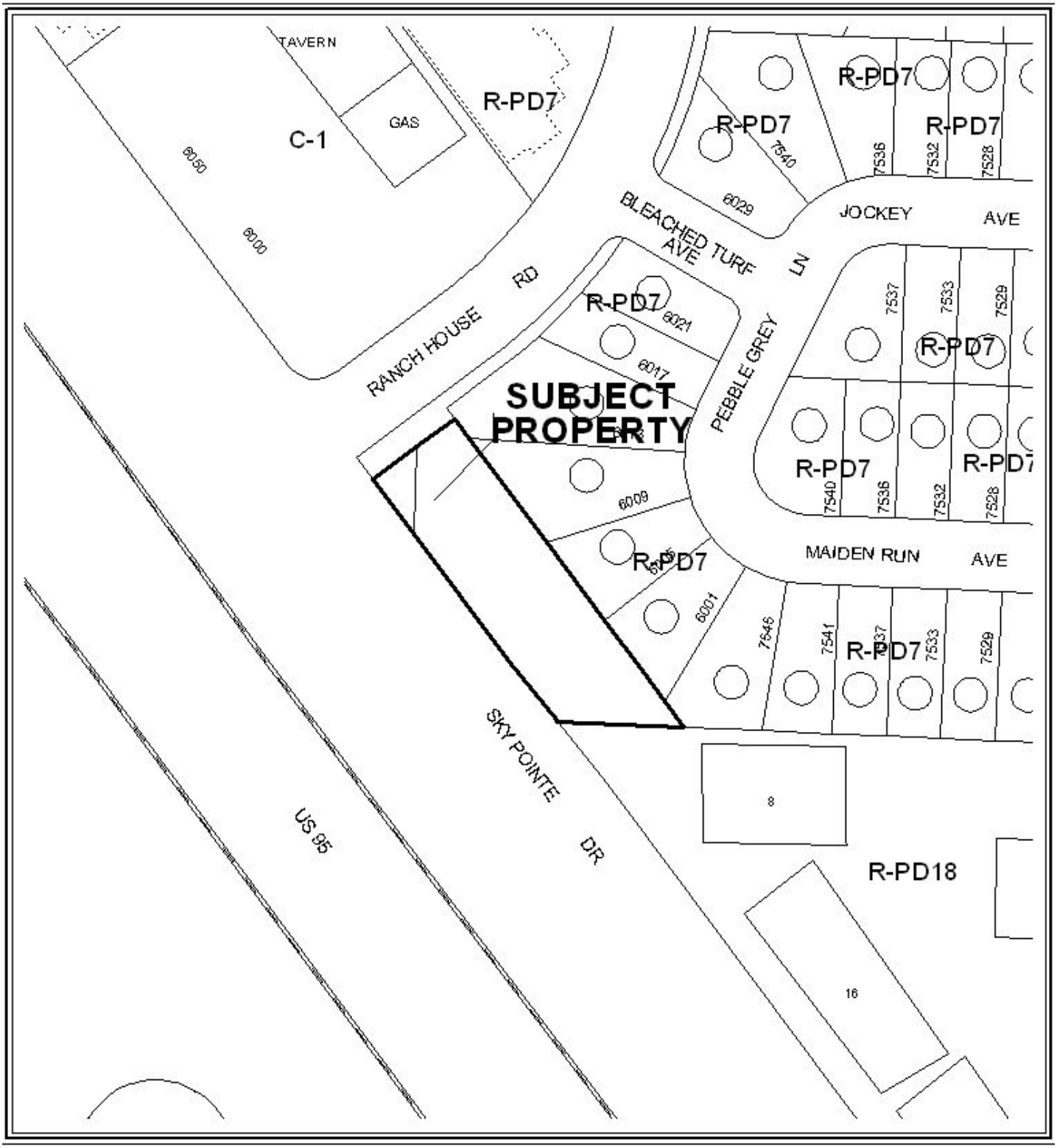
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for EOT-29815
5. City Council Approval Letter for VAR-4671
6. Justification Letter

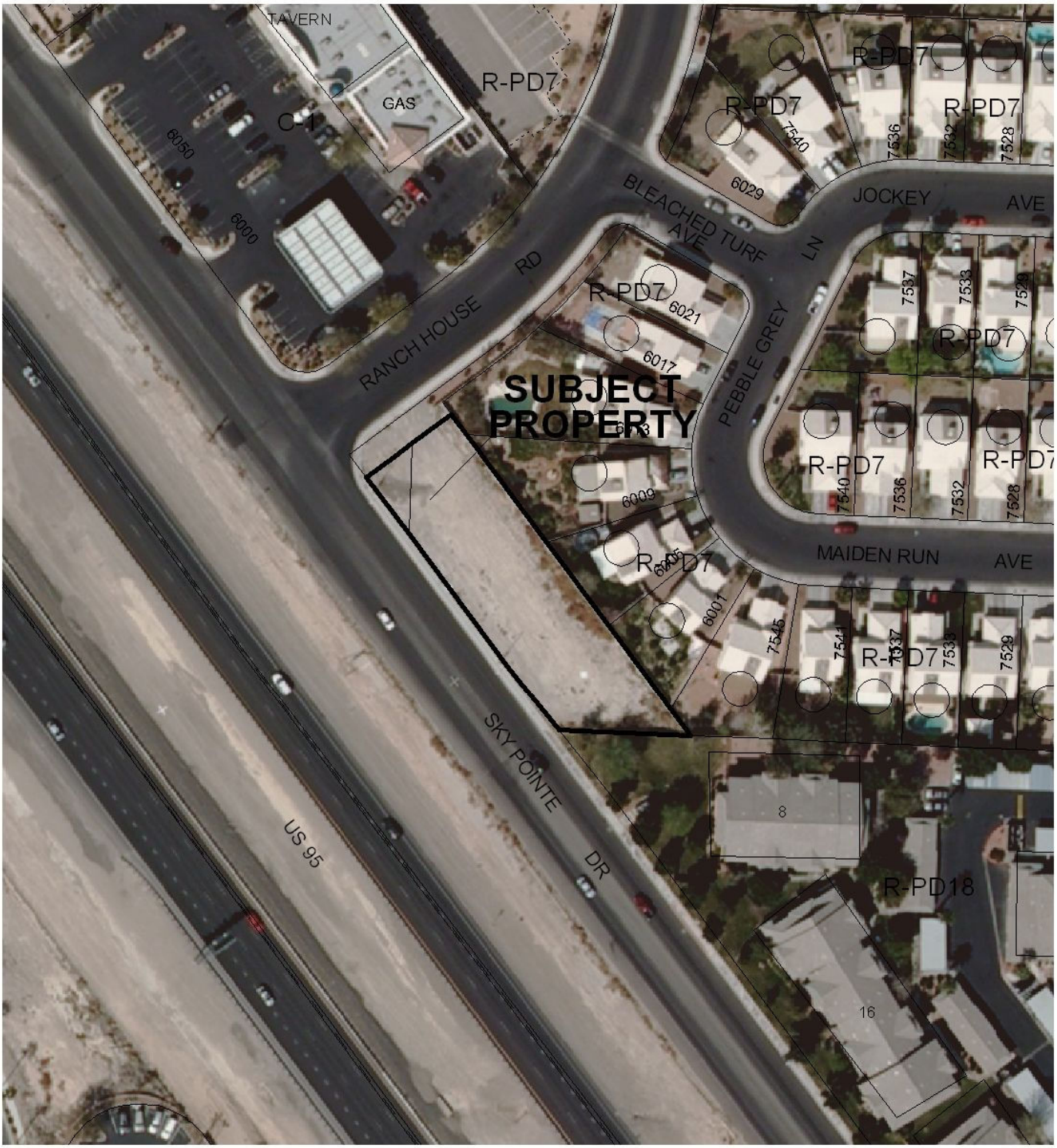


0 50 100 Feet

CASE: **EOT-39719**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 50 100 Feet

CASE: EOT-39719

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: H&GG LTD. & DAVID MASON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39719	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-39719 CONDITIONS

Planning and Development

1. This Variance (VAR-4671) shall expire on October 6, 2012 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of Variance (VAR-4671) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed self service car wash and pet wash adjacent to the northeast corner of Sky Pointe Drive and Road House Road. Since the approval of the Variance (VAR-4671) in 2004, no plans have been submitted for review nor have any building permits been issued for the proposed project.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/06/04	The City Council approved a request to amend the Centennial Hills Interlocal Land Use Plan of the General Plan (GPA-4609) from ML (Medium-Low Density Residential) to GC (General Commercial) on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Road House Road. The Planning Commission and staff recommended denial.
	The City Council approved a related request for a Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed self-service car wash and pet wash. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-4606) for a self serve car wash and pet wash; a waiver of distance requirements to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required and a waiver to reduce perimeter landscaping requirements. The Planning Commission recommended approval; staff recommended denial.
11/1/06	The City Council approved a request for an Extension of Time (EOT-16950) of a previously approved Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed self-service car wash and pet wash adjacent to the northeast corner of Sky Pointe Drive and Road House Road.
	The City Council approved a related request for an Extension of Time (EOT-16951) of a previously approved Site Development Plan Review (SDR-4606) for a self serve car wash and pet wash; a waiver of distance requirements to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required and a waiver to reduce perimeter landscaping requirements.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/15/08	The City Council approved a request for an Extension of Time (EOT-29815) of a previously approved Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed self-service car wash and pet wash adjacent to the northeast corner of Sky Pointe Drive and Road House Road.
	The City Council approved a related request for an Extension of Time (EOT-29814) of a previously approved Site Development Plan Review (SDR-4606) for a self serve car wash and pet wash; a waiver of distance requirements to allow a trash enclosure to be 28 feet from residential uses where 50 feet is required and a waiver to reduce perimeter landscaping requirements.
08/11/10	A Code Enforcement case (93552) was processed for a truck dumping miscellaneous debris/trash on vacant land located at the northeast corner of Sky Pointe Drive and Ranch House Road. Code Enforcement closed the case on 08/12/10.

Related Building Permits/Business Licenses
No business licenses or building permits have been issued for the proposed project, nor have plans been submitted for review.

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	0.43

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Car Wash and Pet Wash	GC (General Commercial)	C-2 (General Commercial)
North	Tavern, Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)

South	Apartments	M (Medium Density Residential)	R-PD18 (Residential Planned Development- 18 Units per Acre)
East	Single Family Residences	ML (Medium-Low Density Residential)	R-PD7 (Residential Planned Development- 7 Units per Acre)
West	CC-215 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) 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 third request for an Extension of Time of a previously approved Variance (VAR-4671) to allow a rear setback of 28.9 feet where residential adjacency standards require a minimum of 84.75 feet in conjunction with a proposed car wash and pet wash adjacent to the northeast corner of Sky Pointe Drive and Road House Road. Since the approval of the Variance (VAR-4671) in 2004, no plans have been submitted for review nor have any building permits been issued for the proposed project.

Title 19.18.070 deems a Variance exercised upon the issuance of a building permit for the new construction.

FINDINGS

The Variance (VAR-4671) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement as no building permits have been issued for the proposed project. The applicant is requesting an extension of time due to the downturn in the economy and financing concerns. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-4671) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39719** APN: 125-27-201-004 and 005

Name of Property Owner: H&GG LTD and David Mason

Name of Applicant: David Mason

Name of Representative: _____

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: David Mason

Subscribed and sworn before me

This 27 day of Sept., 20 10

Notary Public in and for said County and State

RUBYE L. KLAMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-20-2014
Certificate No: 02-74403-1

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time on Variance (VAR-4671)

Project Address (Location) Sky Pointe Drive and Ranch House Road

Project Name Shag's Car and Pet Wash **Proposed Use** _____

Assessor's Parcel #(s) 125-27-201-004 and 005 **Ward #** _____

General Plan: existing C-2 proposed C-2 **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 38,250 **Floor Area Ratio** _____

Gross Acres 0.52 **Lots/Units** 2 **Density** _____

Additional Information _____

PROPERTY OWNER H&GG LTD/ David Mason **Contact** _____

Address 1137 So. Rancho Rd., Suite 120 **Phone:** (702) 386-8686 **Fax:** (702) 386-9839

City Las Vegas **State** NV **Zip** 89102

E-mail Address davemasonrealty@lvcoxmail.com

APPLICANT David Mason **Contact** David Mason

Address 1137 So. Rancho Rd., Suite 120 **Phone:** (702) 386-8686 **Fax:** (702) 386-9839

City Las Vegas **State** NV **Zip** 89102

E-mail Address davemasonrealty@lvcoxmail.com

REPRESENTATIVE _____ **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 David Mason

Subscribed and sworn before me

This ~~27th~~ day of ~~September~~, 2010.

~~Bobbye L. Klaman~~

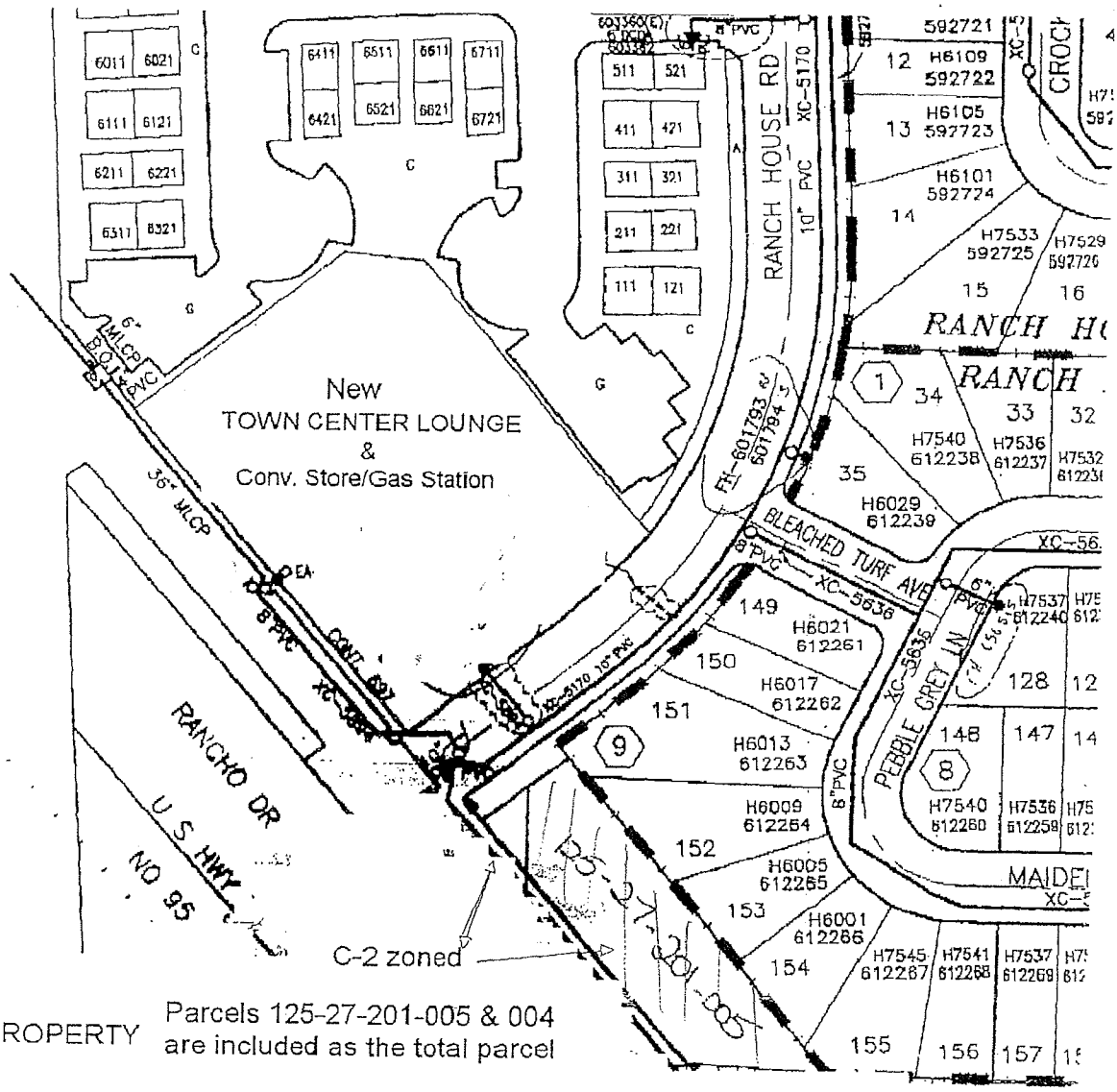
Notary Public in and for said County and State

BUBYE L. KLAMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-20-2014
Certificate No: 02-74403-1

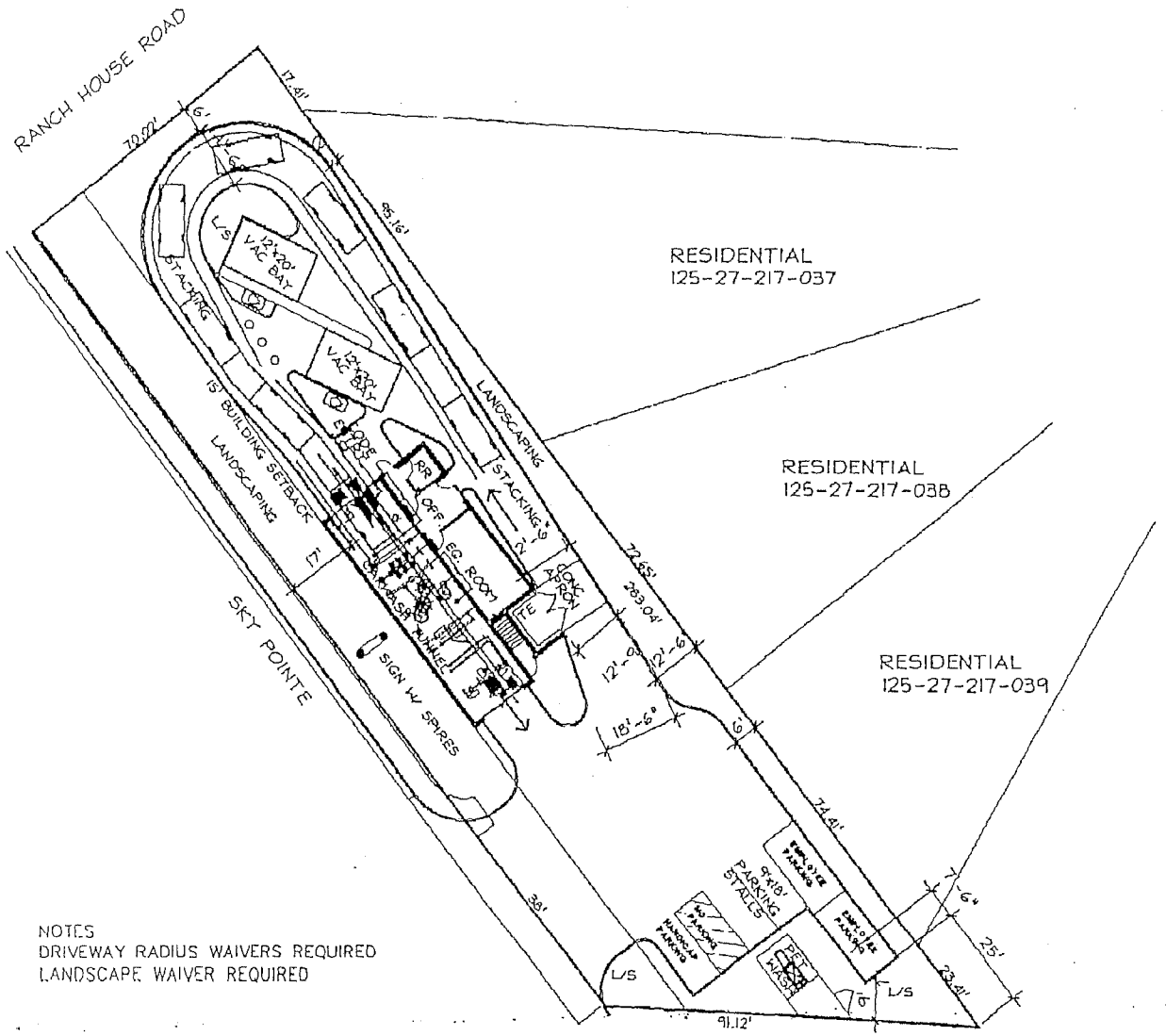
FOR DEPARTMENT USE ONLY

Case #	EOT-39719
Meeting Date:	11/3/10
Total Fee:	$300.00
Date Received:*	9/27/10
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.


New
TOWN CENTER LOUNGE
&
Conv. Store/Gas Station
RANCH HOUSE RD
XC-5170
10" PVC
BLEACHED TURF AVE
XC-5636
PEBBLE GREY LN
XC-5635
RANCHO DR
U S HWY
NO 95
C-2 zoned
SUBJECT PROPERTY
Parcels 125-27-201-005 & 004
are included as the total parcel

EOT-39719



NOTES
DRIVEWAY RADIUS WAIVERS REQUIRED
LANDSCAPE WAIVER REQUIRED

DON PHILLIPS AIA, ARCHITECT
1218 K Street Suite 200
Modesto, CA 95354
Phone (209) 577-3548
Fax (209) 577-5726

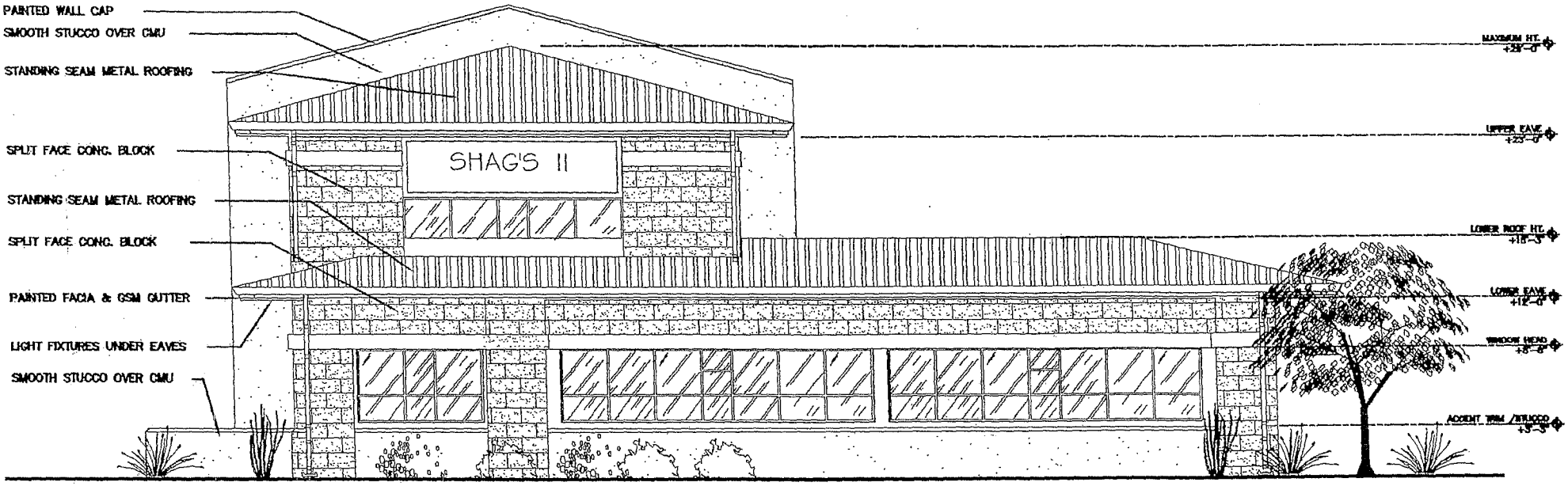
SHAG'S CAR WASH

Las Vegas, Nevada

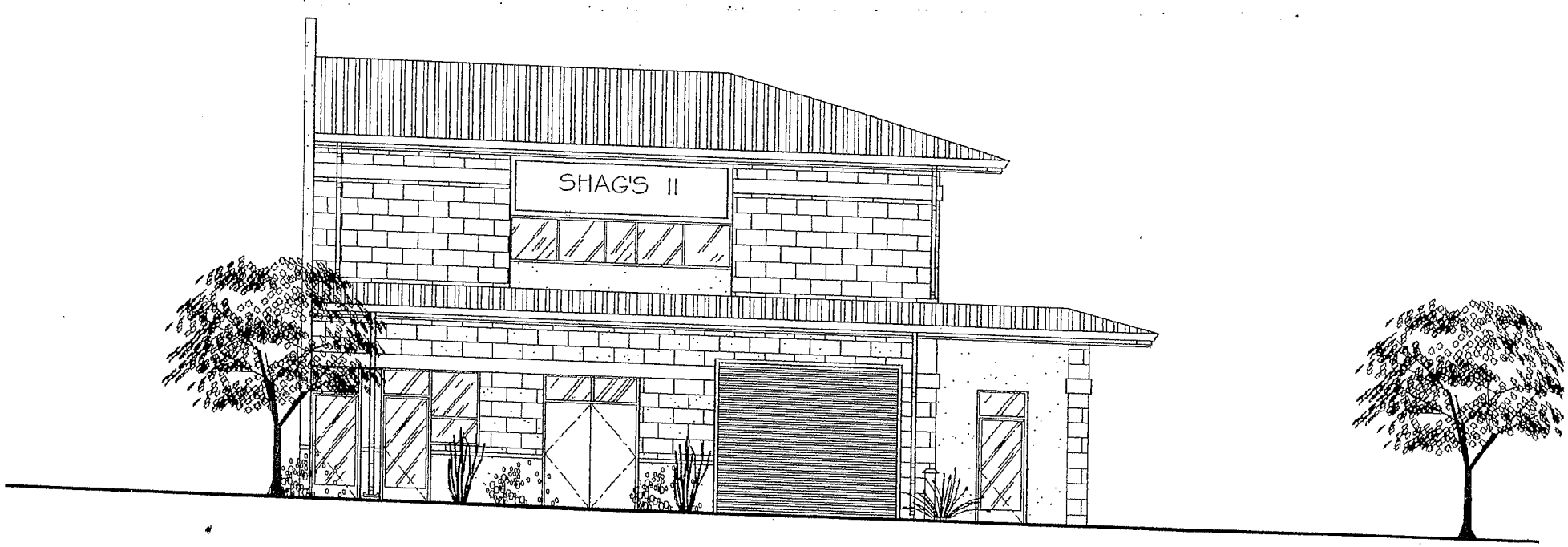
Conceptual Site Plan 9C
Scale: 1"=500 ft
Date March 24, 2004
Job Number 2403-1013

EOT-39719

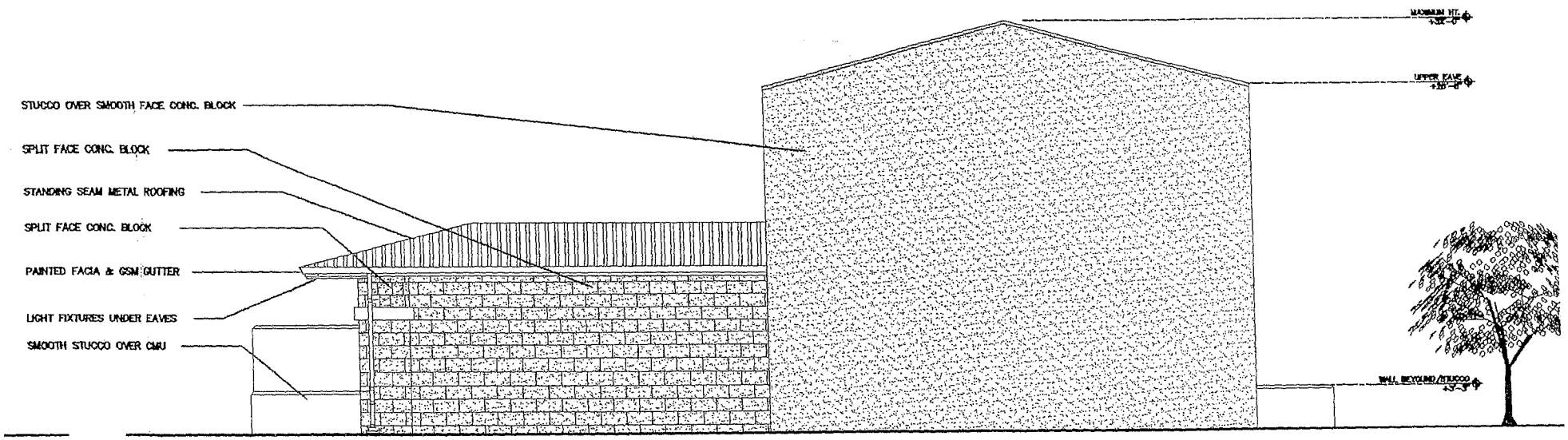
Oct 04 05 02:42p Pacific Design Assoc


PAINTED WALL CAP
SMOOTH STUCCO OVER CMU
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
PAINTED FACIA & GSM GUTTER
LIGHT FIXTURES UNDER EAVES
SMOOTH STUCCO OVER CMU
SHAG'S II
MAXIMUM HT.
+25'-0"
UPPER EAVE
+23'-0"
LOWER ROOF HT.
+18'-3"
LOWER EAVE
+12'-0"
WINDOW HEAD
+8'-0"
ACCENT TRIM / STUCCO
+3'-3"

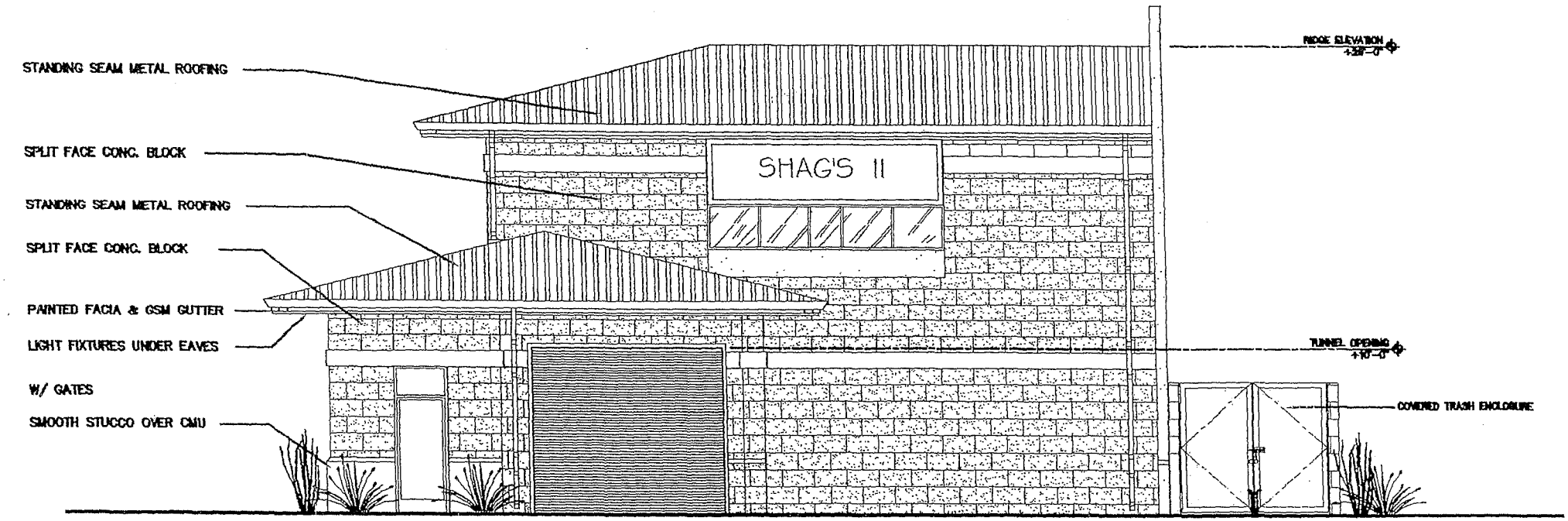
EOT-39719



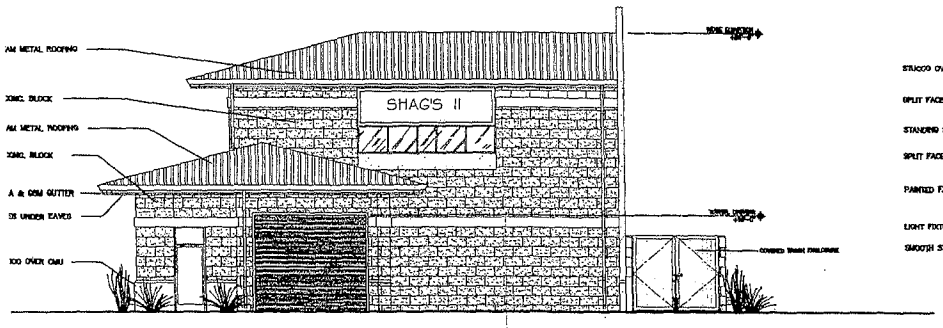
EOT-39719

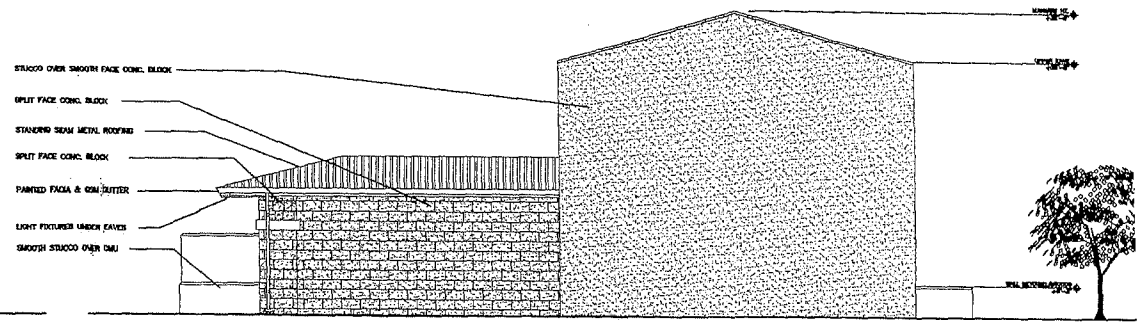

STUCCO OVER SMOOTH FACE CONC. BLOCK
SPLIT FACE CONC. BLOCK
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
PAINTED FACIA & GSM GUTTER
LIGHT FIXTURES UNDER EAVES
SMOOTH STUCCO OVER CMU

EOT-39719

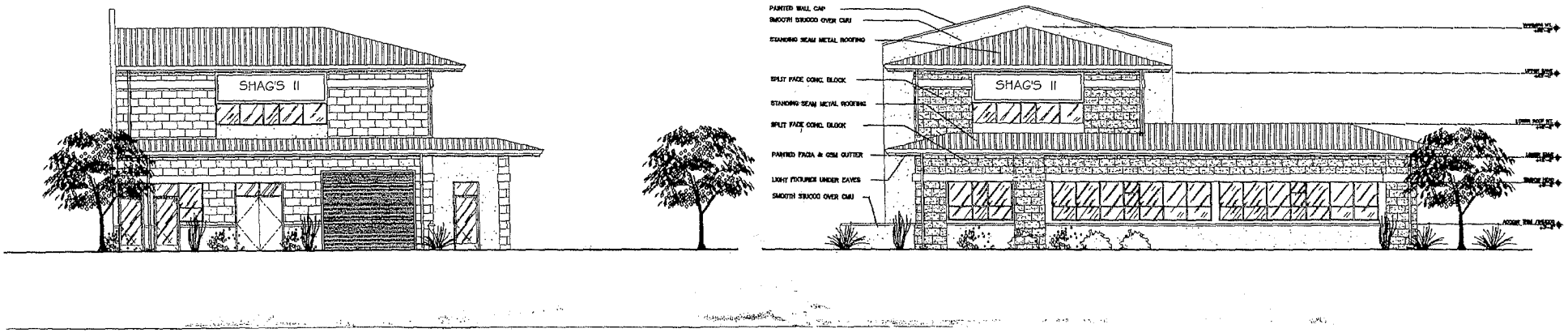

STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
PAINTED FACIA & GSM GUTTER
LIGHT FIXTURES UNDER EAVES
W/ GATES
SMOOTH STUCCO OVER CMU
SHAG'S II
RIDGE ELEVATION
+25'-0"
TUNNEL OPENING
+10'-0"
COVERED TRASH ENCLOSURE

EOT-39719

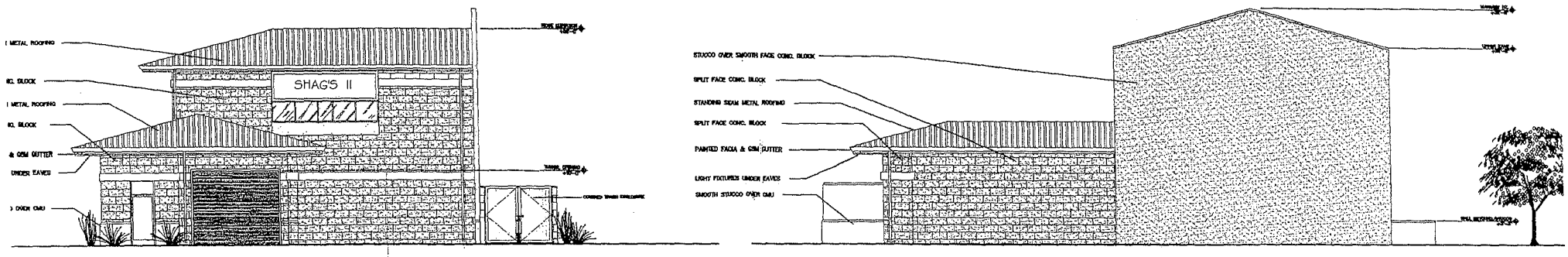

AM METAL ROOFING
CONC. BLOCK
AM METAL ROOFING
CONC. BLOCK
A & GSM GUTTER
OS UNDER EAVES
100 OVER CMU
SHAG'S II


STUCCO OVER SMOOTH FACE CONC. BLOCK
SPLIT FACE CONC. BLOCK
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
PAINTED FACIA & GSM GUTTER
LIGHT FIXTURES UNDER EAVES
SMOOTH STUCCO OVER CMU

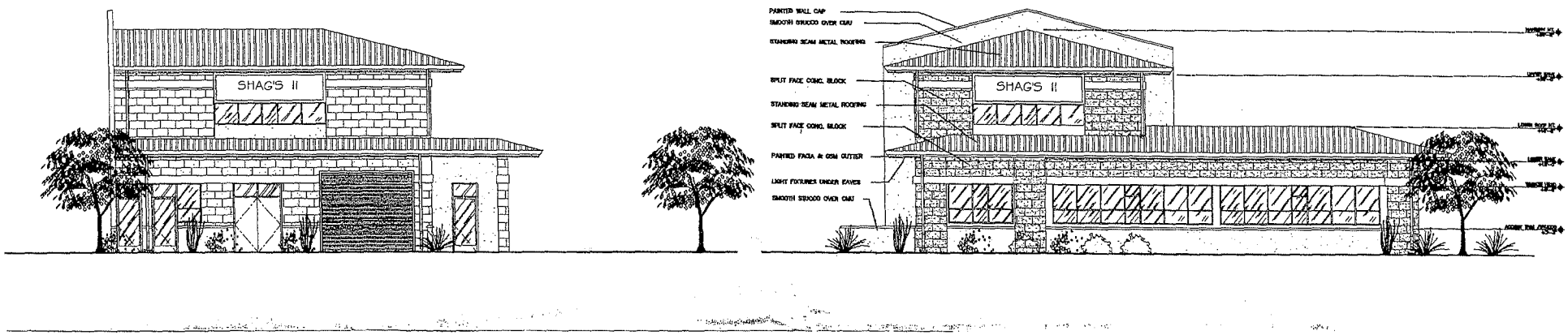
EOT-39719


SHAG'S II
PAINTED WALL CAP
SMOOTH STUCCO OVER CMU
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
PAINTED FASCIA & GSM GUTTER
LIGHT FIXTURES UNDER EAVES
SMOOTH STUCCO OVER CMU
SHAG'S II

EOT-39719


SHAG'S II
STUCCO OVER SMOOTH FACE CONC. BLOCK
SPLIT FACE CONC. BLOCK
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
PAINTED FACIA & GSM GUTTER
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SMOOTH STUCCO OVER CMU

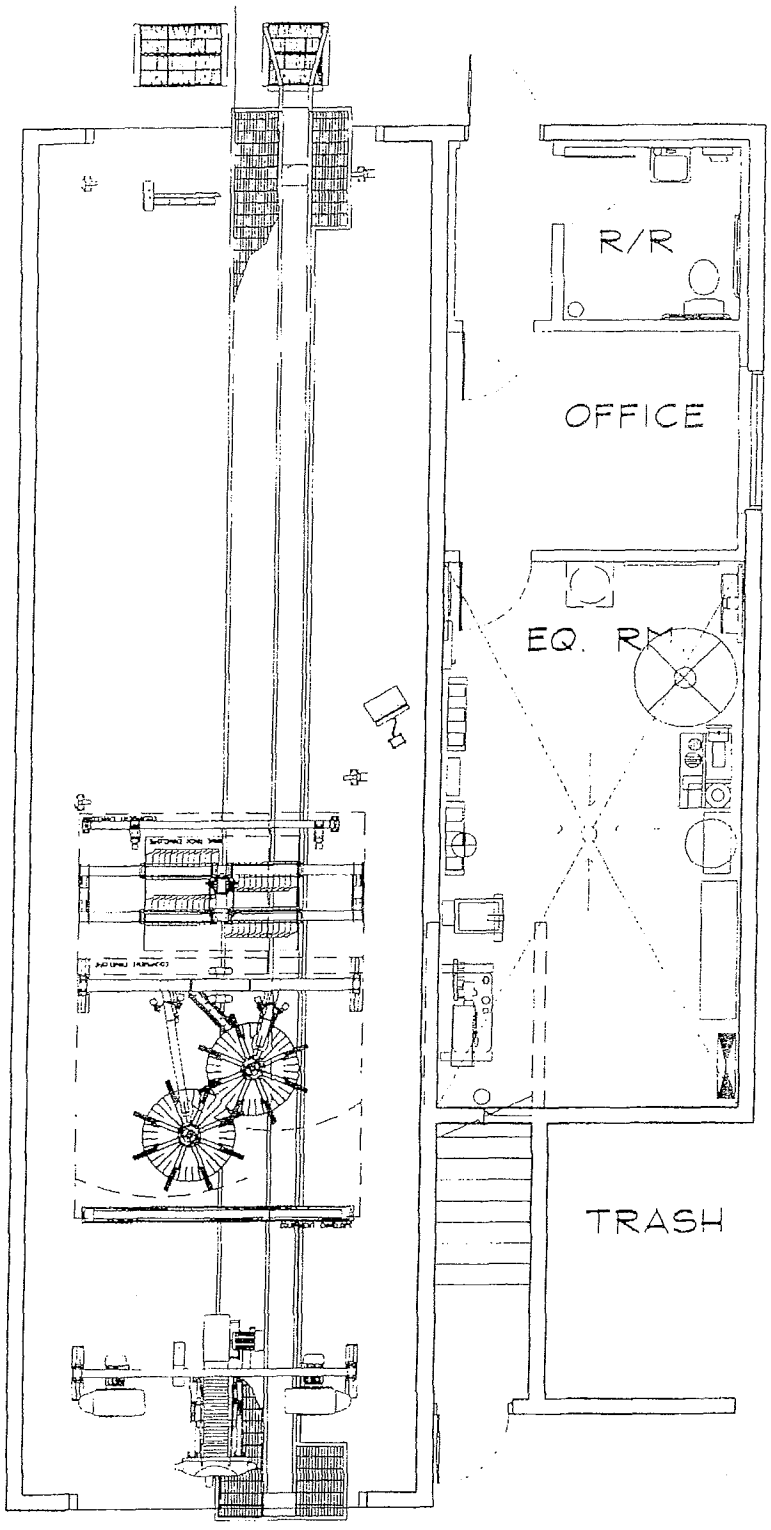
EOT-39719


SHAG'S II
PAINTED WALL CAP
SMOOTH STUCCO OVER CMU
STANDING SEAM METAL ROOFING
SPLIT FACE CONC. BLOCK
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SPLIT FACE CONC. BLOCK
PAINTED FACIA & GSM GUTTER
LIGHT FIXTURES UNDER EAVES
SMOOTH STUCCO OVER CMU
SHAG'S II

EOT-39719

Shaq's Car Wash
Las Vegas, Nevada
Conceptual Floor Plan 9

Scale: 1/8" = 1'-0"
Date March 17, 2004
Job Number 2403-1013

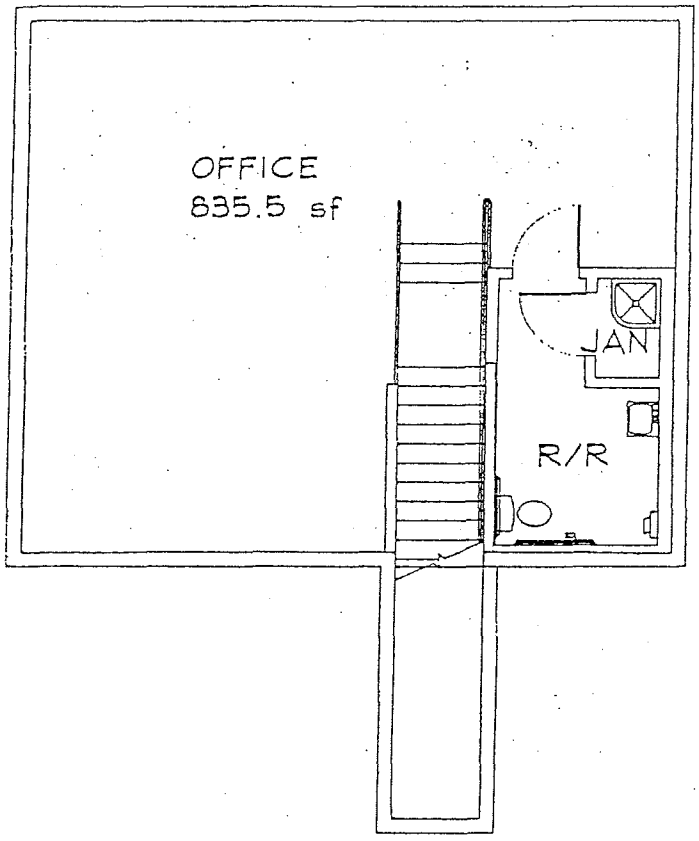


DON PHILLIPS AIA, ARCHITECT
1218 K Street Suite 200
Modesto, CA 95354
Phone (209) 577-3548
Fax (209) 577-5726

EOT-39719

Shag's Car Wash
Las Vegas, Nevada
Conceptual Floor Plan 9C

Scale: 1/8" = 1'-0"
Date March 24, 2004
Job Number 2403-1013



DON PHILLIPS AIA, ARCHITECT
1218 K Street Suite 200
Modesto, CA 95354
Phone (209) 577-3548
Fax (209) 577-5726

EOT-39719

AS 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

October 16, 2008

Mr. David Mason
H&GG Ltd.
1137 South Rancho Drive, Suite #120
Las Vegas, Nevada 89102

RE: EOT-29815 – EXTENSION OF TIME
CITY COUNCIL MEETING OF OCTOBER 15, 2008

Dear Mr. Mason:

The City Council at a regular meeting held October 15, 2008 APPROVED the request for an Extension of Time of an approved Variance (VAR-4671) TO ALLOW A 28.9-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE AN 84.75-FOOT SETBACK IN CONJUNCTION WITH A PROPOSED SELF-SERVICE CAR WASH AND PET WASH on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 16, 2008. This approval is subject to:

Planning & Development

1. Conformance to the Conditions of Approval for Variance (VAR-4671) and all other subsequent related actions as required by the Planning and Development Department and Department of Public Works.

2. This Variance (VAR-4671) will expire on 10/06/10 unless another Extension of Time is approved by the City Council.

Sincerely,

Gabriela Portillo-Brenner

Gabriela Portillo-Brenner
Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

ITY OF LAS VEGAS
) STEWART AVENUE
'EGAS, NEVADA 89101

OICE 702.229.6011
TDD 702.386.9108
.lasvegasnevada.gov

EOT-39719



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

October 11, 2004

Mr. David Mason
Mr. James Shoughro
516 South 6th Street, Suite #400
Las Vegas, Nevada 89101

RE: VAR-4671 – VARIANCE
CITY COUNCIL MEETING OF OCTOBER 6, 2004
Related to GPA-4609 & SDR-4606

Dear Mr. Mason:

The City Council at a regular meeting held October 6, 2004 APPROVED the request for a Variance TO ALLOW A REAR SETBACK OF 28.9 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 84.75 FEET IN CONJUNCTION WITH A PROPOSED SELF-SERVICE CAR WASH AND PET WASH on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 7, 2004. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-4606).

2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Chad Vellinga
3445 South Valley View Boulevard
Las Vegas, Nevada 89102

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

EOT-39719

Dave Mason Realty

Commercial Real Estate

To: Planning and Development

Re: Extension of Time on Variance (VAR-4671) on APN: 125-27-201-004 and 005

Because of the drastic downturn in the economy and financing we have not been able to proceed with our plans on this project. We are requesting another extension in hopes of completion of this project in the future.

Sincerely,

David L. Mason

1137 South Rancho Drive • Suite 120 • Las Vegas, Nevada 89102
Office (702) 386-8686 / Fax (702) 386-9839
davemasonrealty@lvcm.com

EOT-39719

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

DIR-39706 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: MOUNTAIN TRAILS COMMUNITY ASSOCIATION - Request TO ALLOW THE OPERATION OF A 516.6 SQUARE-FOOT WATER FEATURE WITHIN A RESIDENTIAL DEVELOPMENT at 2300 Summer Haven Place (APN 138-19-197-025), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

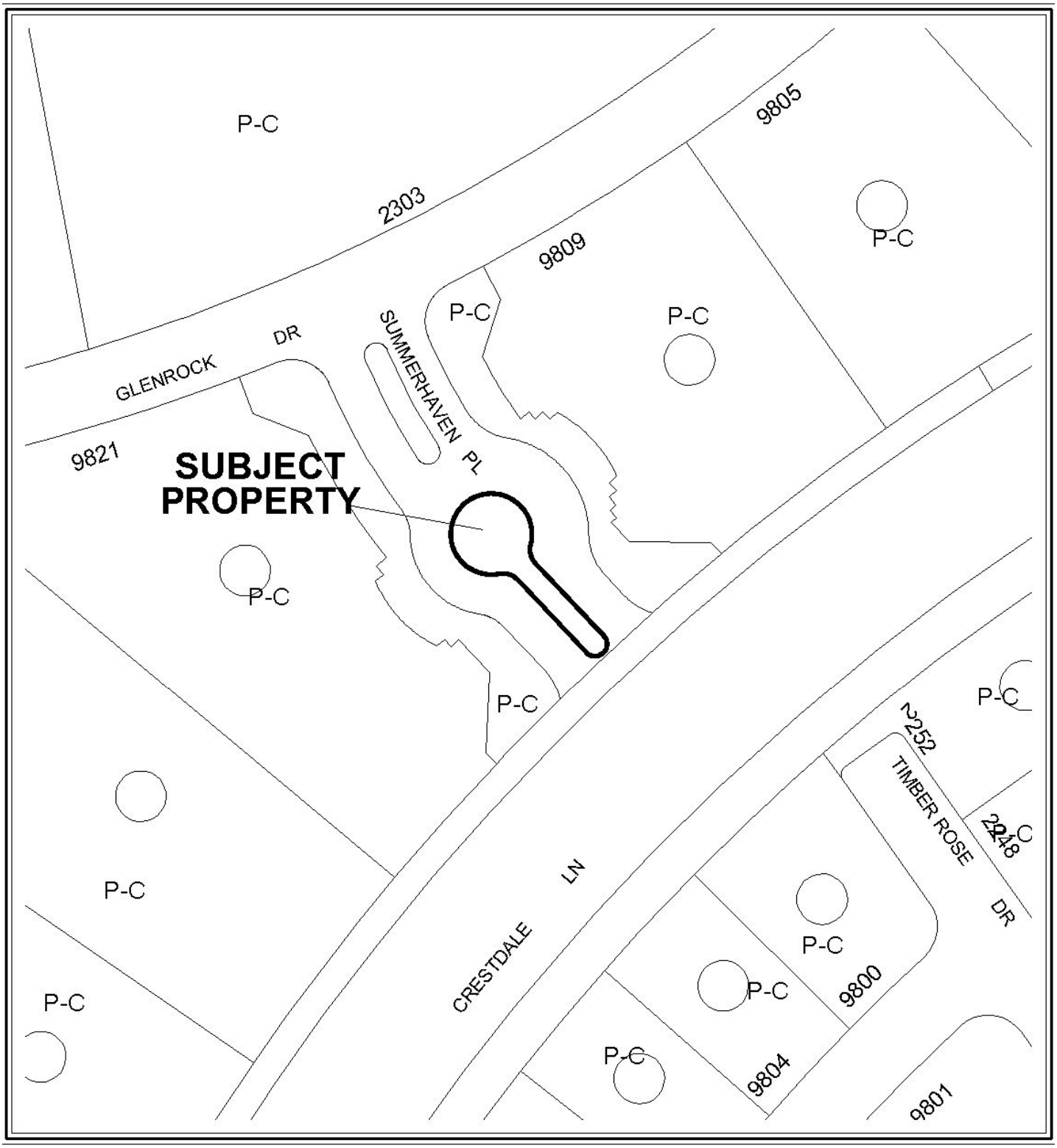
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: **DIR-39706**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)



0 50 100 Feet

CASE: DIR-39706

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: MOUNTAIN TRAILS COMMUNITY ASSOCIATION

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-39706	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

DIR-39706 CONDITIONS

Planning and Development

1. The applicant shall pay a fee to the City of Las Vegas an amount of $4,916.00 to operate the water feature through December 31, 2010. This fee shall be paid within 30 days of approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of $250.00 shall be paid to the City of Las Vegas Department of Finance.

2. The applicant shall post a sign at the water feature to indicate an exemption has been received allowing its operation.

DS

Staff Report Page One
November 3, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Water feature Exemption to allow the operation of an existing 516.6 square-foot water feature at the entrance to a residential planned development located at 2300 Summer Haven Place.

ANALYSIS

The applicant is requesting to activate an existing 516.6 square-foot water feature. The fountain and stream were constructed in 2003, and is located at the entrance to a planned community development. Under current drought conditions, a maximum of 25 square feet is permitted without receiving an exemption. The water feature at the subject site exceeds the maximum permissible area by 491.6 square feet. The applicant proposes no reduction in turf; therefore, Title 14.11.190 will require the applicant to pay an initial fee of $10.00 per square foot of surface area that exceeds the allowable 25 square feet permitted, a cost totaling $4,916.00. In subsequent years beginning January 1, 2012, Title 14.11 requires the property owner to pay an annual fee of $250.00 during Drought Watch or Alert Conditions to continue operating the water feature.

FINDINGS

The applicant has been notified of the applicable costs and agrees to comply with the requirements outlined in Title 14.11. Staff is recommending approval of this request.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Water Feature Exemption

Project Address (Location) 2300 Summer Haven

Project Name Mountain Trails HOA Water Feature **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 13819197025 **Ward #** _____

General Plan: existing 1 proposed _____ **Zoning:** existing 1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Mountain Trails Community Asso. **Contact** Kevin Wallace, Resident Ag

Address 630 Trade Center Drive **Phone:** (702) 215-8167 **Fax:** (702) 215-8173

City Las Vegas **State** NV **Zip** 89119

E-mail Address N/A

APPLICANT Mountain Trails Community Association **Contact** Kevin Wallace, Resident Ag

Address 630 Trade Center Drive **Phone:** (702) 215-8167 **Fax:** (702) 215-8173

City Las Vegas **State** NV **Zip** 89119

E-mail Address N/A

REPRESENTATIVE Brian Lee, President **Contact** Kevin Wallace, Resident Ag

Address 9829 Glenrock Dr. **Phone:** (702) 379-1200 **Fax:** (702) 215-8173

City Las Vegas **State** NV **Zip** 89134

E-mail Address brian@tru-west.com

Property Owner Signature* Kevin Wallace

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Kevin Wallace

Subscribed and sworn before me

This 22nd day of July, 20 10.

Kim M. Stahura

Notary Public in and for said County and State

KIM M. STAHURA
Notary Public State of Nevada
No. 05-99843-1
My appt. exp. Aug. 22, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	DIR-39706
Meeting Date:	11/3/10
Total Fee:	—
Date Received:*	9/24/10
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.

MARTIN & PELTYN, INC. ☐ STRUCTURAL ENGINEERS

Client WATER FX Sheet ____ of ____

Project ____ Job No. ____

Date ____

Engineer ____

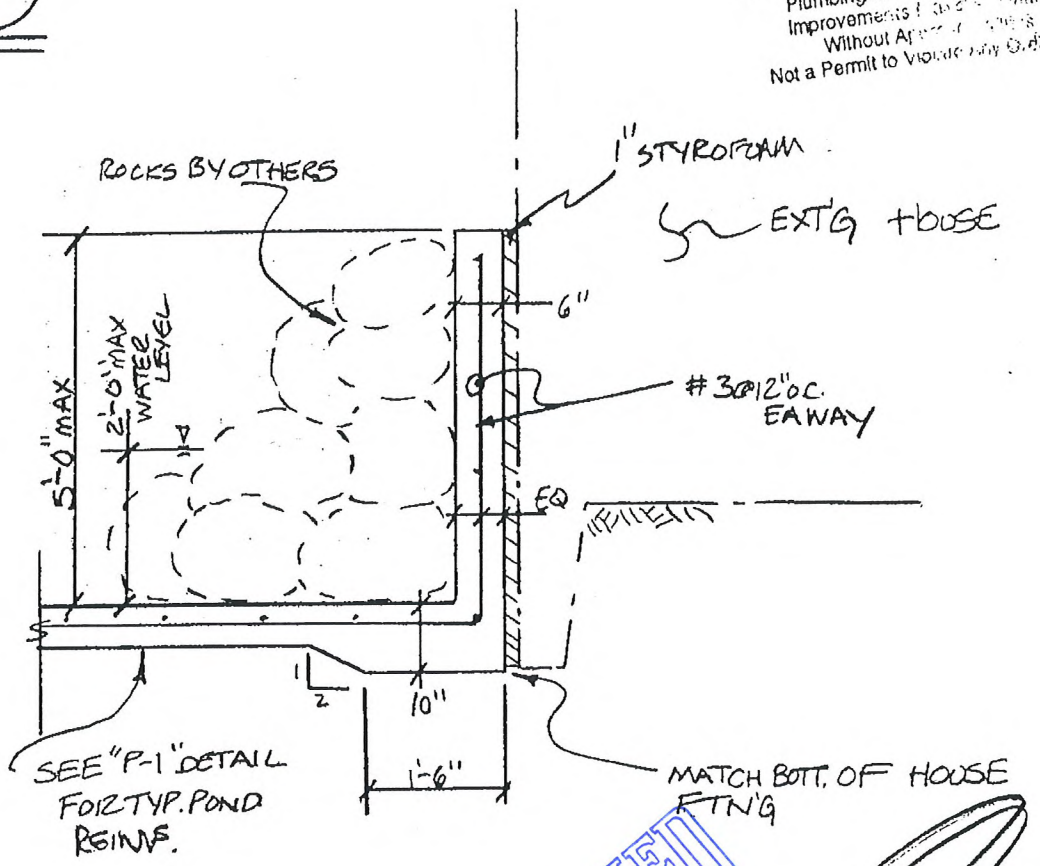
PLANS APPROVED
STRUCTURAL
Building & Safety Dept.
City of Las Vegas, Nevada

GGG APR 16 2003

Does Not Include Any Mechanical, Electrical
Plumbing/Mechanical, Site
Improvements / Landscape, Shoring
Without Approved Plans
Not a Permit to Violate any Ordinance

POND WITH ROCK WALL AT HOUSE

P-3



NOTES:

1) $f'c = 2500psi$, MIN

2) $f'_y = 40{,}000psi$

RECEIVED
JUL 23 2010

PROFESSIONAL ENGINEER
STATE OF NEVADA
GREGORY L. CLAPP
EXP. 12-31-04
CIVIL / STRUCTURAL
No. 7046

DIR-39706

MAR 12 2003

1909 SOUTH JONES BOULEVARD, LAS VEGAS, NEVADA 89146 ■ (702) 248-7000 ■ FAX (702) 253-5353

MARTIN & PELTYN, INC. ☐ STRUCTURAL ENGINEERS

Client WATERFX

Project

Sheet ____ of ____

Job No. ____

Date ____

Engineer ____

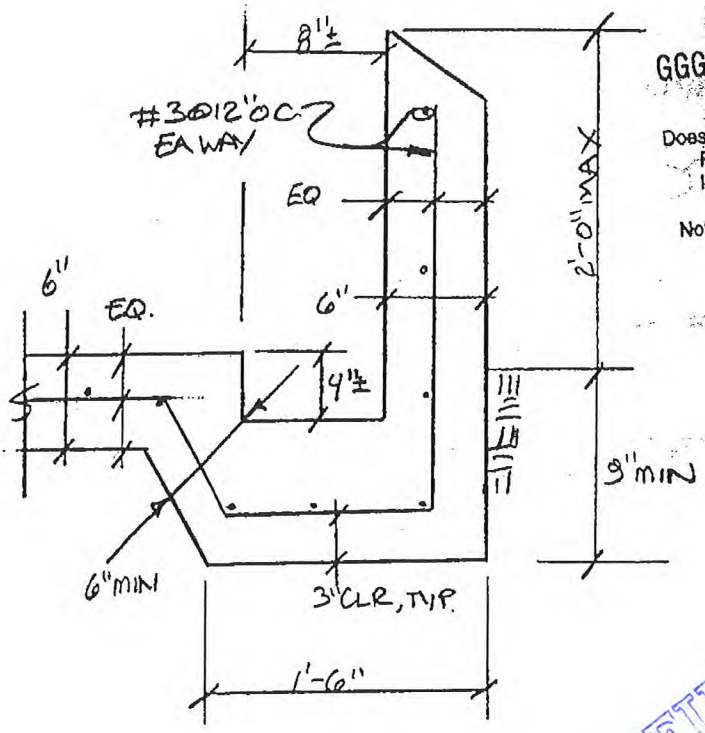
POND AT PIPE INLET

P-2

PLANS APPROVED
STRUCTURAL
Building & Safety Dept.
City of Las Vegas, Nevada

GGG APR 16 2003

Does Not Include Architectural, Electrical, Plumbing/Mechanical or Off-Site Improvements Make No Change Without Approval Plan is Not a Permit to Violate Any Ordinance



NOTES:

1) $f'_c = 2500$ psi, MIN.
2) $f_y = 40{,}000$ psi

RECEIVED
JUL 23 2010



DIR-39706 MAR 12 2003

MARTIN & PELTYN, INC. ☐ STRUCTURAL ENGINEERS

Client WATER FX Sheet ____ of ____

Project ____ Job No. ____

Date ____

Engineer ____

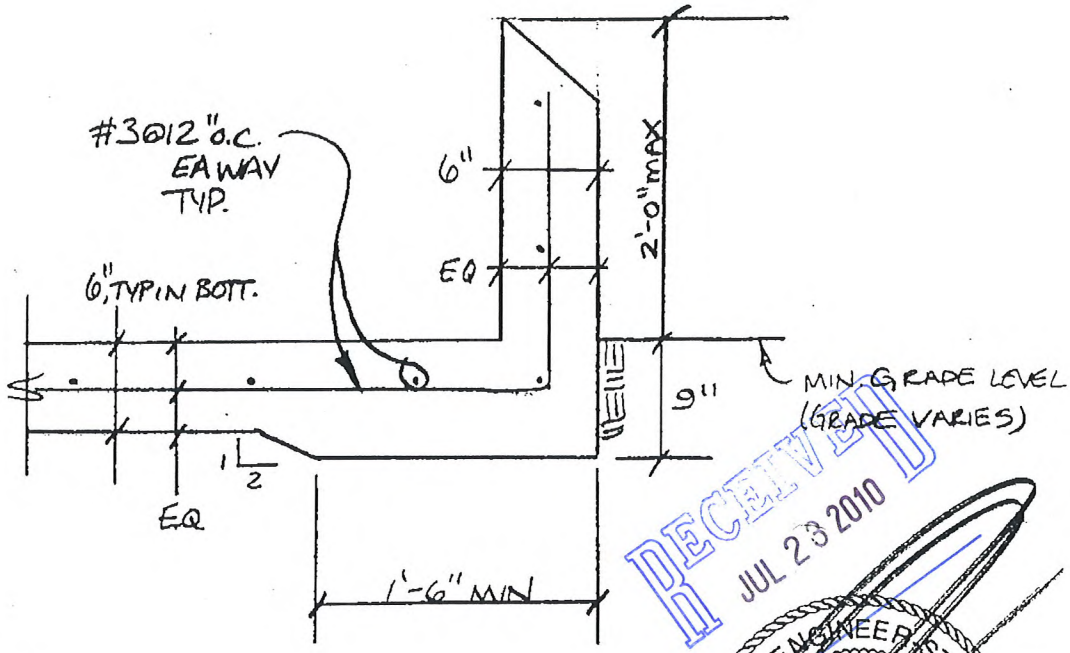
POND DETAIL

P-1

PLANS APPROVED
STRUCTURAL
Building & Safety Dept.
City of Las Vegas, Nevada

GGG APR 16 2003

Does Not Include Architectural, Electrical
Plumbing/Mechanical or Off-Site
Improvements Make No Change
Without Approval Plan Is
Not a Permit to Violate Any Ordinance



RECEIVED
JUL 23 2010

PROFESSIONAL ENGINEER STATE OF NEVADA
GREGORY L. [illegible]
Exp. 12-31-04
CIVIL / STRUCTURAL
No. 7046

NOTES:

1) $f'_c = 2500$ psi, MIN

2) $f'_y = 40{,}000$ psi

DIR-39706

MAR 12 2003

1909 SOUTH JONES BOULEVARD, LAS VEGAS, NEVADA 89146 ■ (702) 248-7000 ■ FAX (702) 253-5353

STRUCTURAL CALCULATIONS

FOR

MOUNTAIN TRAILS ENTRY WATER FEATURE
LAS VEGAS, NV

Prepared For:

WATER FX
2200 E. PATRICK LANE
LAS VEGAS, NV 89119

M & P JOB NO. 23142

Prepared By:

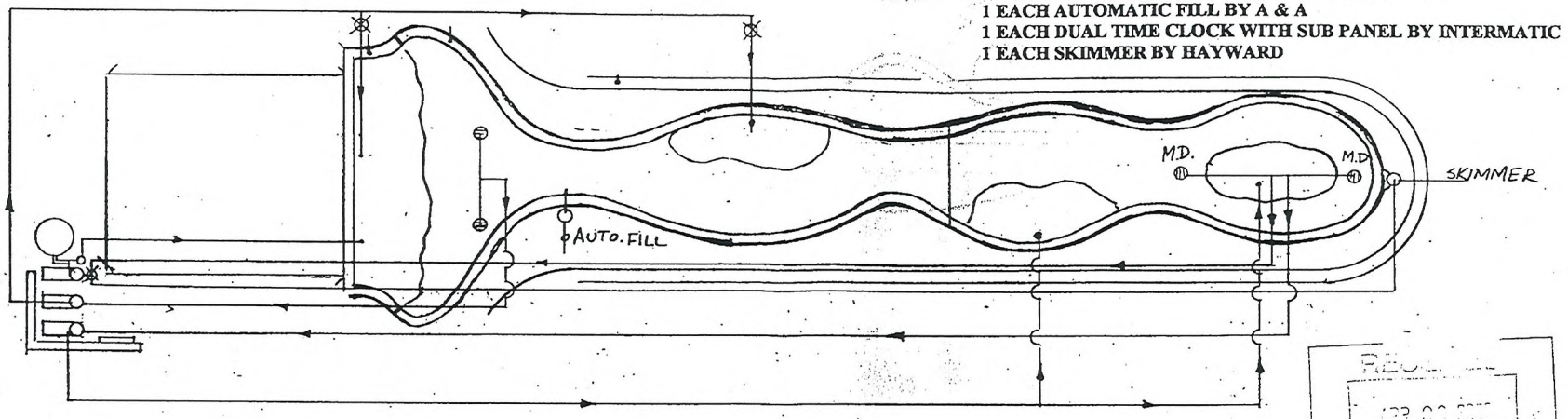
MARTIN & PELTYN, INC.
1909 S. Jones Boulevard
Las Vegas, Nevada 89146
Phone: 702/248-7000 Fax: 702/253-5353



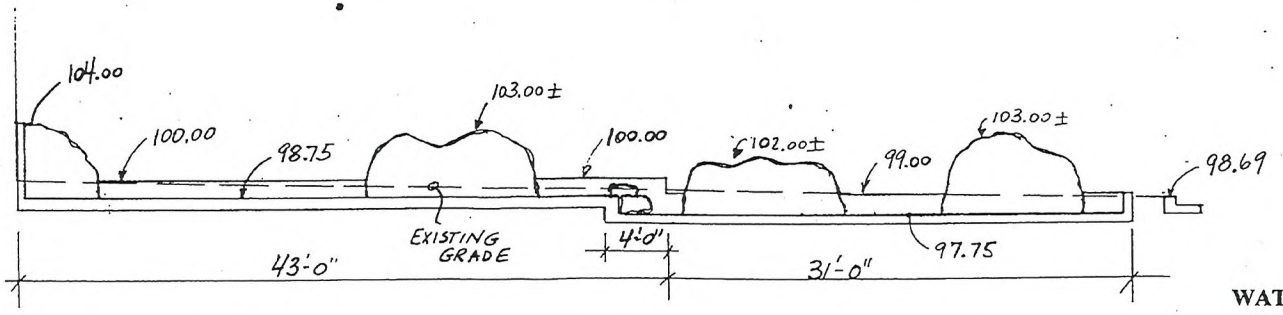
MAR 1 2 2003
MARTIN & PELTYN, INC.
Structural Engineers
1909 S. Jones Blvd.
Las Vegas, Nevada 89146
Phone [702] 248-7000
FAX [702] 253-5353
RECEIVED
JUL 23 2010
MARTIN & PELTYN
DIR-39706

EQUIPMENT

2 EACH 2.5 HP WATERFALL PUMP BY HAYWARD NORTHSTAR
1 EACH 1 HP FILTER PUMP BY HAYWARD
1 EACH 300 S.F. CARTRIDGE FILTER BY HAYWARD
1 EACH IN LINE CHLORINATOR BY RAINBOW
10 EACH LIGHTS BY DEFO ELB-020 WITH ROCK GUARD
2 EACH UNDERWATER JUNCTION BOXES BY DEFO
1 EACH AUTOMATIC FILL BY A & A
1 EACH DUAL TIME CLOCK WITH SUB PANEL BY INTERMATIC
1 EACH SKIMMER BY HAYWARD



PLUMBING SCHEMATIC



SECTION AND GRADING PLAN
SCALE: 1/8" = 1'

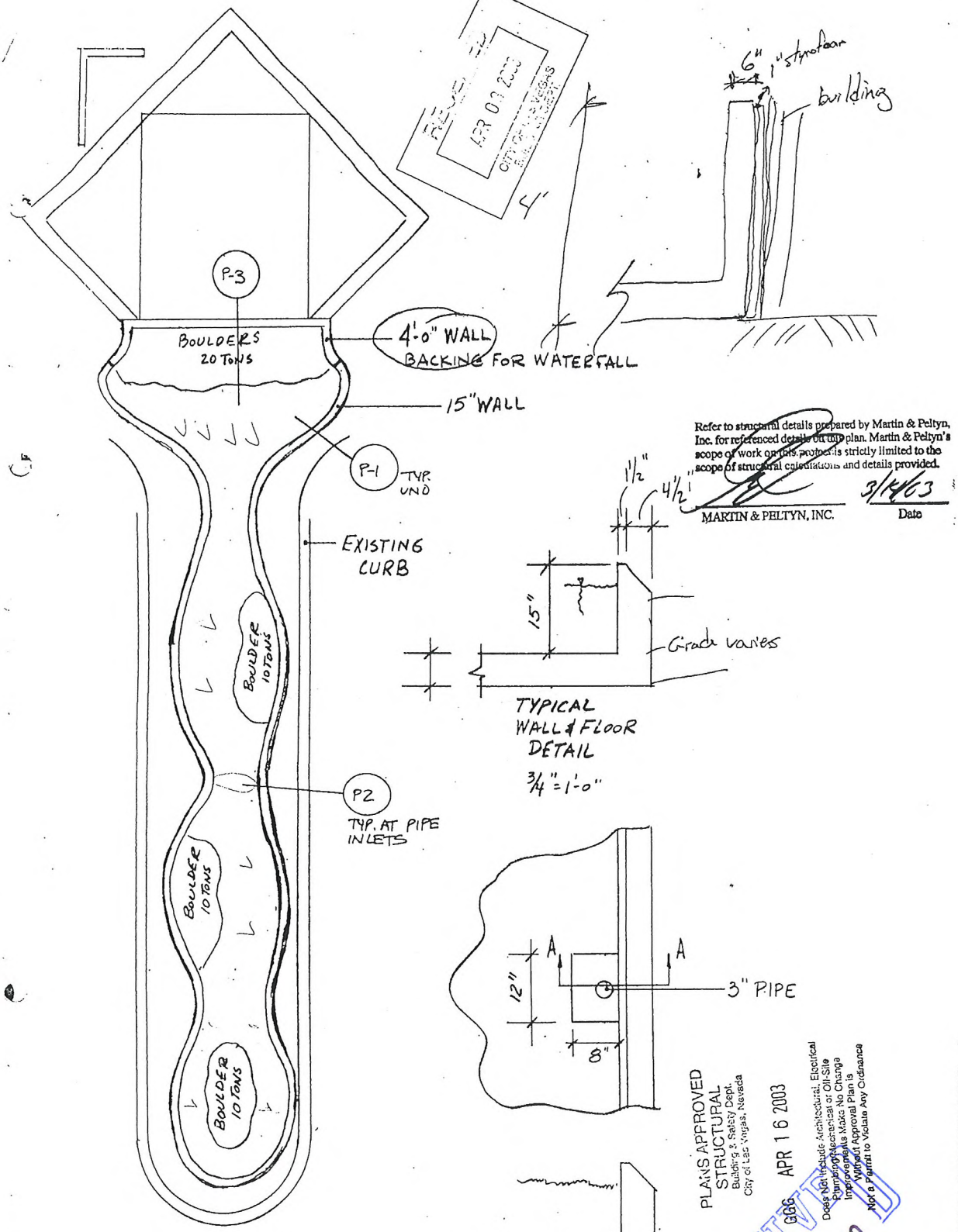
MOUNTAIN TRAILS ENTRY WATER FEATURE
2300 SUMMERHAVEN PLACE
LAS VEGAS, NV 89144

WATER FX
2200 E. PATRICK LANE #21
LAS VEGAS, NV 89119
LIC. NO. 44166
(702) 233-3200
(702) 597-9771 FAX

RECEIVED
JUL 23 2010

DIR-39706

23142



PLANS APPROVED
STRUCTURAL
Building & Safety Dept.
City of Las Vegas, Nevada
APR 16 2003
GGG

Does Not Include Architectural, Electrical
Plumbing, Mechanical or Off-Site
Improvements. Make No Change
Without Approval Plan is
Not a Permit to Violate Any Ordinance

RECEIVED
JUL 23 2010

WATER FX
2200 E. PATRICK LANE #21
LAS VEGAS, NV 89119
LIC. NO 44166
(702) 233-3200
(702) 597-9771 FAX

MOUNTAIN TRAIL ENTRY WATER FEATU

DIR-39706

MARTIN & PELTYN

MARTIN & PELTYN, INC. ☐ STRUCTURAL ENGINEERS

Client _____ Sheet ____ of ____

Project _____ Job No. _____

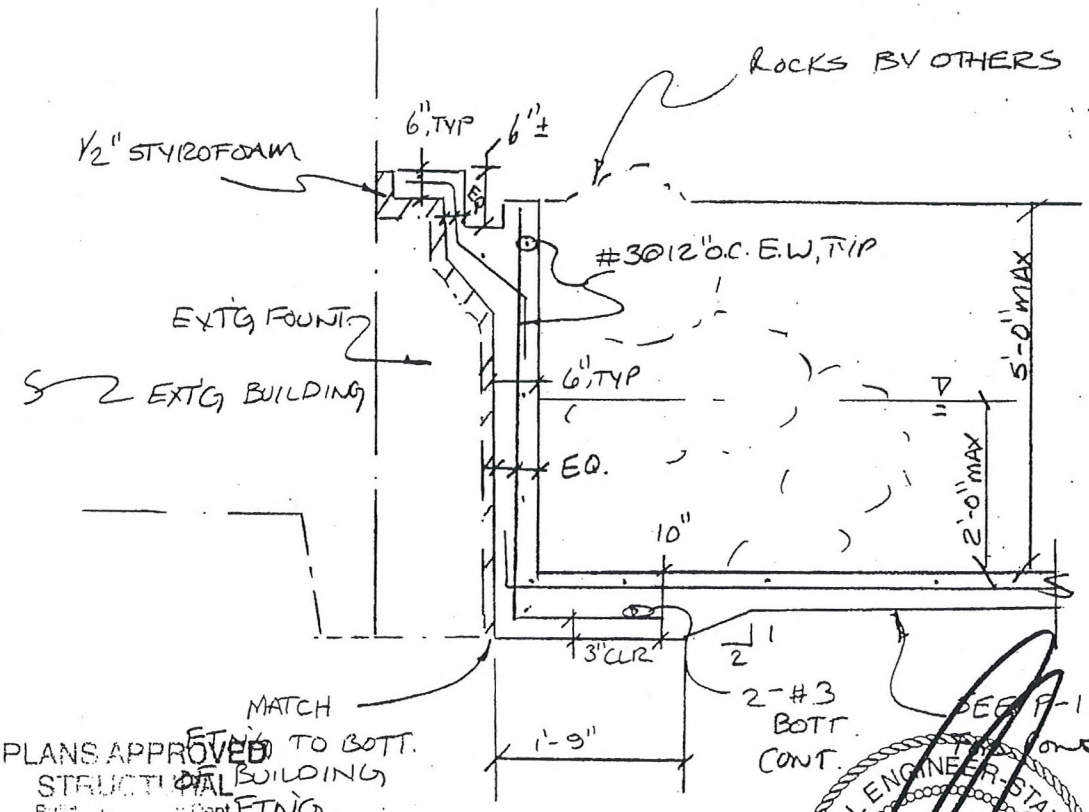
_____ Date _____

_____ Engineer _____

POND OVER EXTG POND W/ ROCK WALL

P-3 (MODIFIED)

NOTES:
1) f'c = 2500 psi, MIN
2) fy = 40,000 psi



PLANS APPROVED
STRUCTURAL
Building Dept.
Clark County, Nevada

GGG MAY 19 2003

Does Not Include: Electrical
Plumbing: Off-Site
Improvements: Change
Water: is
Not a Permit: Issuance

PROFESSIONAL ENGINEER - STATE OF NEVADA
GREGORY L. GRAPP
Exp. 12-31-04
CIVIL / STRUCTURAL
No. 7046

5/5/03

RECEIVED
JUL 23 2010

1909 SOUTH JONES BOULEVARD, LAS VEGAS, NEVADA 89146 ■ (702) 248-7000 ■ FAX (702) 253-5353

DIR-39706

MEMORANDUM

To: Water FX

From: Christopher Brown

Subject: Mountain Trails Entrance Fountain

Job # 23142

Date: May 5, 2003

For the fountain at the above referenced location, the previously provided "P-3" detail is to be replaced with attached "P-3 modified" detail. See attached detail.

Should you have any question, please do not hesitate to call.

CB:asc

PROFESSIONAL ENGINEER STATE OF NEVADA CHRISTOPHER A. BROWN EXP: 12-31-04 CIVIL / STRUCTURAL No. 7046

5/31/03

RECEIVED JUL 23 2010

MARTIN & PELTYN, INC.
Structural Engineers
1909 S. Jones Blvd.
Las Vegas, Nevada 89146
Phone [702] 248-7000
FAX [702] 253-5353

DIR-39706

MARTIN & PELTYN

MARTIN & PELTYN, INC. ☐ STRUCTURAL ENGINEERS

Client _____ Sheet ____ of ____

Project _____ Job No. _____

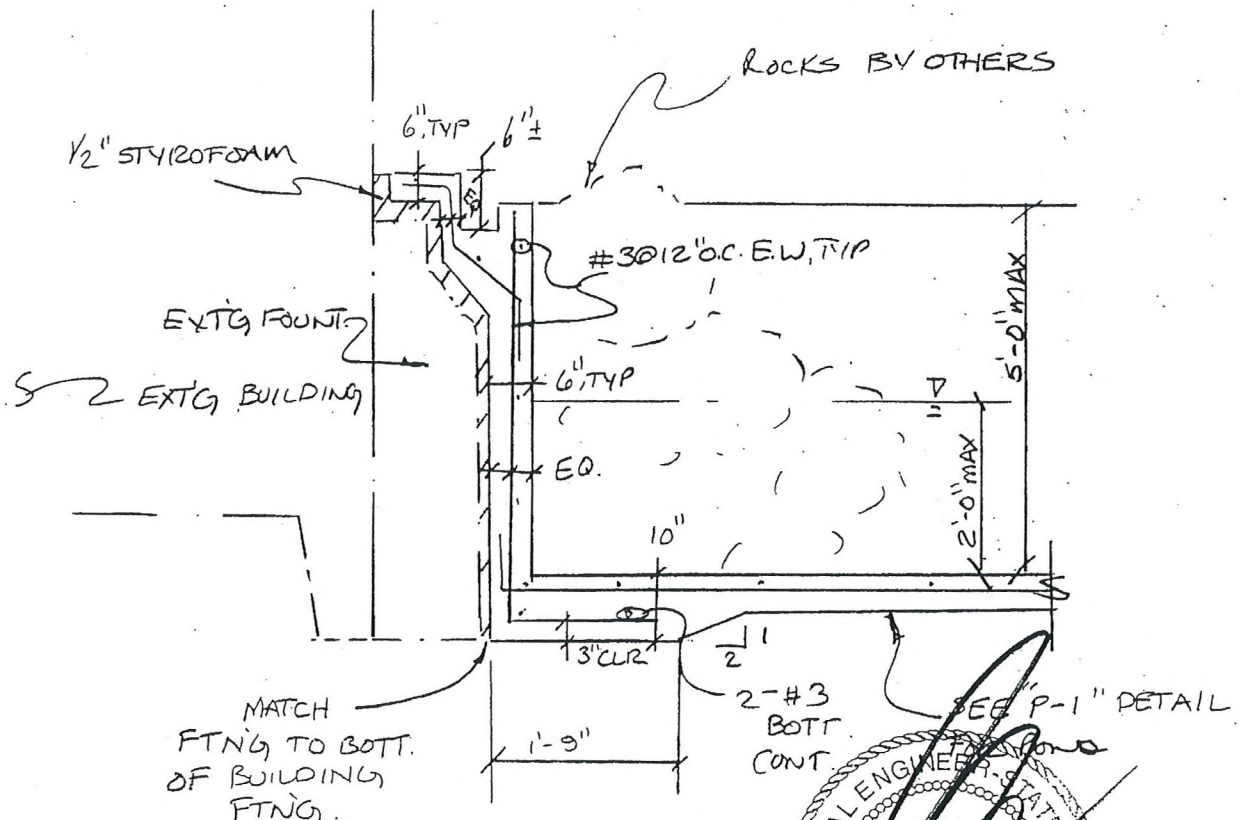
_____ Date _____

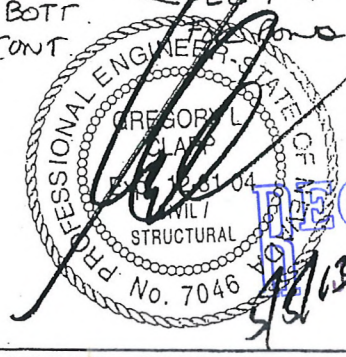
_____ Engineer _____

POND OVER EXTG POND W/ ROCK WALL

P-3 (MODIFIED)

NOTES:
1) f'c = 2500 psi, MIN
2) fy = 40,000 psi





RECEIVED
JUL 23 2010

DIR-39706


JUL 27 2010
DIR-39706


RECEIVED
JUL 23 2010
DIR-39706


RECEIVED
JUL 23 2010
DIR-39706


DIR-39706
RECEIVED
NOV 2 3 2010

RMI MANAGEMENT, LLC
a FirstManagement Partners company

630 Trade Center Drive, Suite 100
Las Vegas, NV 89119
702.737.8580 f 702.737.3360
www.rmillc.com

July 22, 2010

City of Las Vegas
Planning & Development
731 South Fourth Street
Las Vegas, NV 89101

RE: Justification of Water Feature Exemption Request

To Whom It May Concern:

As the Resident Agent, on behalf of the Mountain Trails Community Association, I am writing this justification letter for exemption of Water Feature. The Mountain Trails Community Association is a custom home development located in Summerlin North. The Community has private gates with guard house; the water feature is a located at the main entry to the community. This particular water feature has a water fall and flowing decorative riverbed and landscaping

The Water Feature was originally approved by City of Las Vegas in 2003, however due to restrictions by the Las Vegas Valley Water District was required to be turned off for conservation purposes some years after. We have since received approval to fill the decorative pond/or riverbed as it runs much like a community pool with pumps and filters.

The Mountain Trails Community Association Membership has requested the Board of Directors seek approval from the City of Las Vegas for water feature exemption, to turn on the water fountain feature in an effort to further enhance the appearance of this very beautiful community.

The Mountain Trails Community Association currently has an account with the Las Vegas Valley Water District. The Account Number is 4198442962-5.

We respectfully request your consideration of this exemption and look forward to the decision to be made at the September 1, 2010 review session.

Sincerely,

Kevin Wallace

Kevin Wallace
Resident Agent for Mountain Trails Community Association

DIR-39706

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-38969 – ABEYANCE ITEM - REVIEW OF CONDITION – PUBLIC HEARING - APPLICANT/OWNER: GARRET GROUP, LLC - Request for a Review of Condition to remove Condition Number 4 of a previously approved Special Use Permit (SUP-24192) WHICH STATED THAT THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

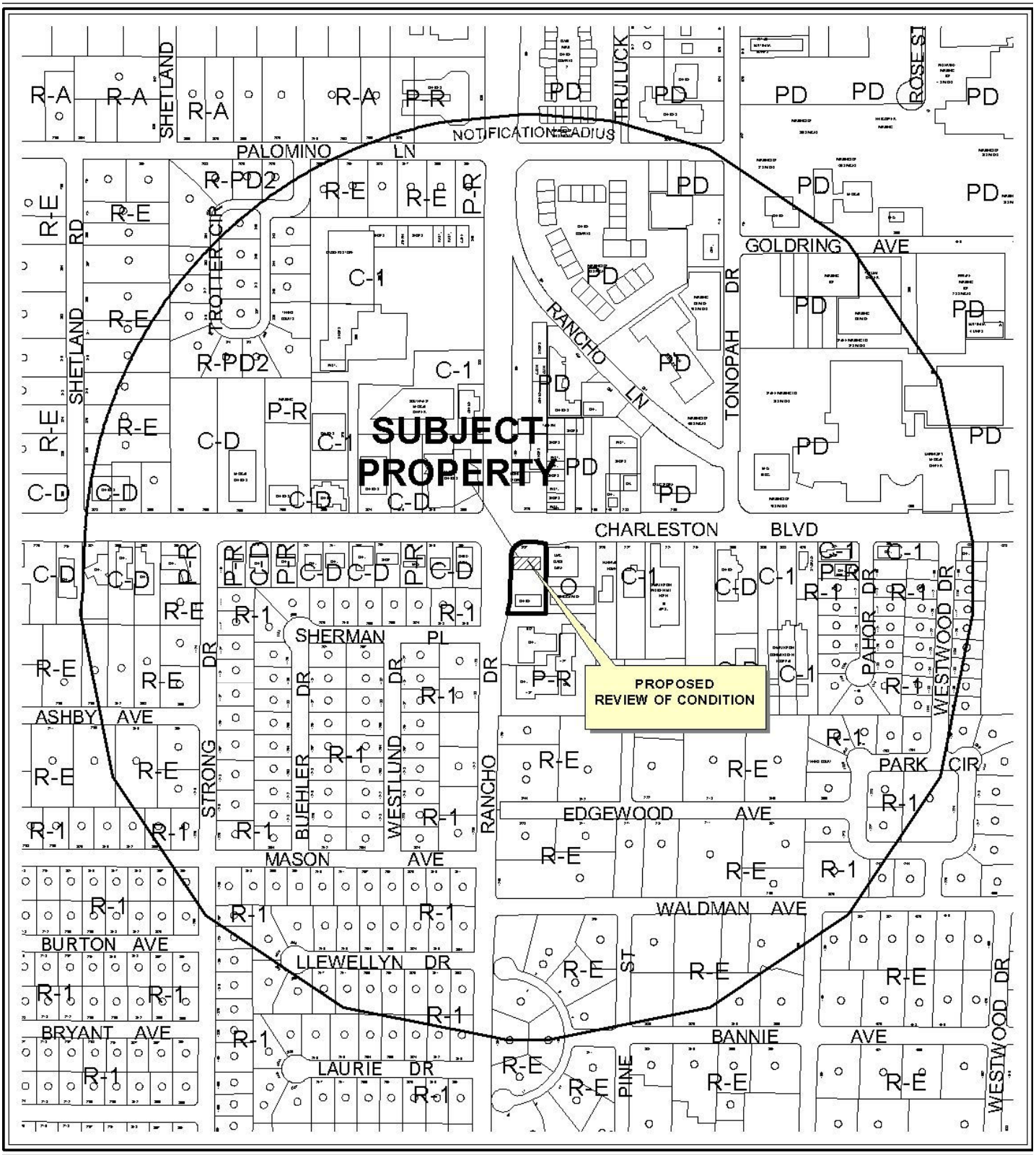
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**12**	**City Council Meeting**	**2**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-24192
5. Justification Letter
6. Protest/Support Postcards and No Opinion



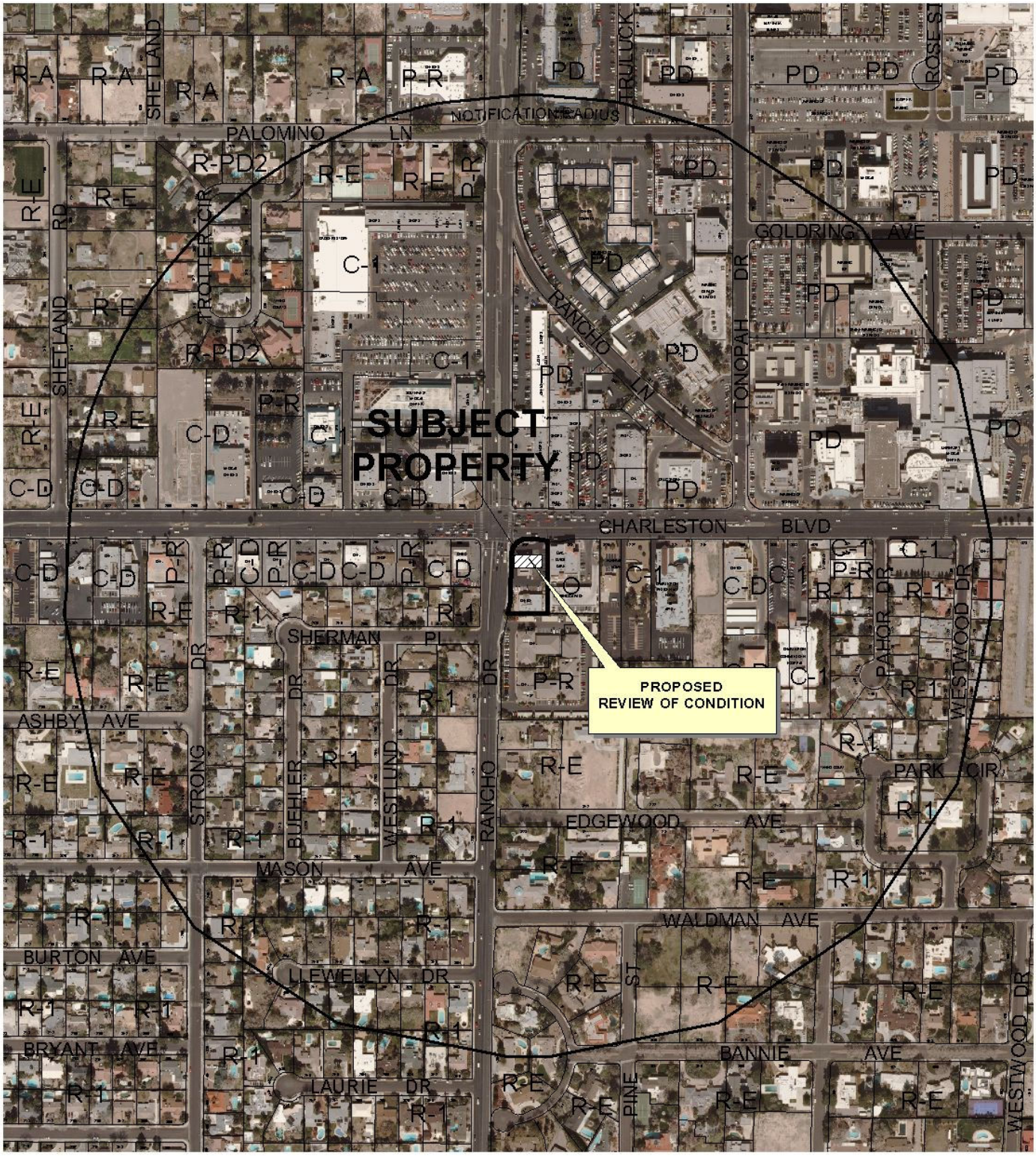
0 400 800 Feet

CASE: **ROC-38969**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



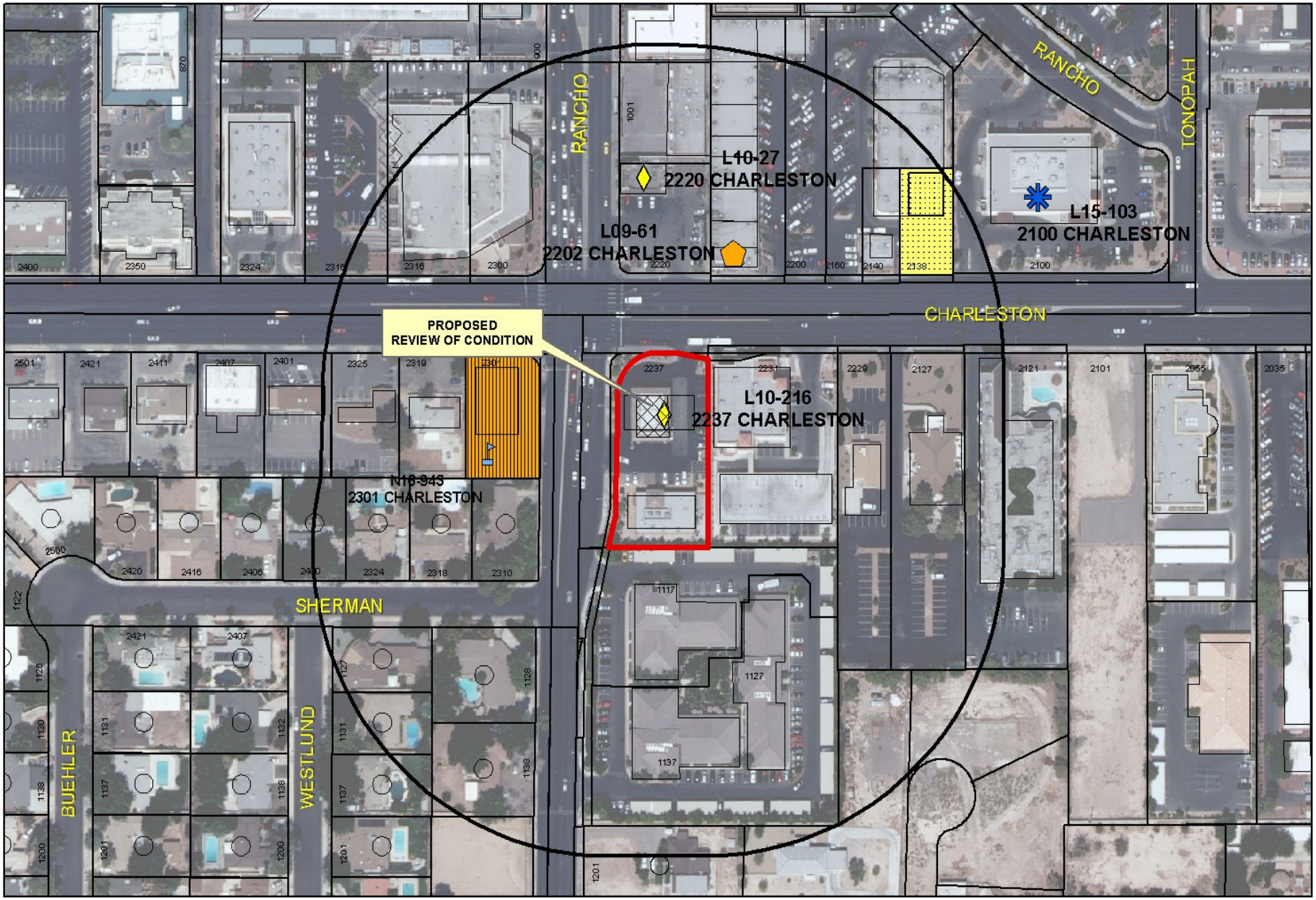
0 400 800 Feet

CASE: **ROC-38969**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-38969

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: GARRET GROUP, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-38969	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-38969 CONDITIONS

Planning and Development

1. Condition Number 4 of Special Use Permit (SUP-24192) shall be removed.

2. Conformance to all other conditions of approval for Special Use Permit (SUP-24192) and all site related actions as required by the Planning and Development Department and Department of Public Works.

DJS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has a Convenience Store in conjunction with a Service Station without incidental automotive repair. The applicant is requesting a Review of Condition to delete Condition Number 4 of a previously approved Special Use Permit (SUP-24192) which states, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/18/04	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-4564) from O (Office) to SC (Service Commercial) and to exempt the subject site from the full Multi-Use Transportation Trails Standard of the Transportation Trails Element, using instead the proposed "Connector Trail" standard on 0.79 acres adjacent to the southeast corner of Charleston Boulevard and Rancho Drive. The Planning Commission recommended approval on 07/08/04.
	The City Council approved a related request for a Site Development Plan Review (SDR-4563) and waivers of perimeter buffering landscaping, parking lot landscaping, building foundation landscaping, side yard setbacks and building placement for a proposed 1,200 square-foot car wash/auto detail and a 3,325 square-foot Convenience Store/Service Station to replace an existing 1,800 square-foot Convenience Store/Service Station.
12/21/06	The Planning Commission approved a request for a Variance (VAR-18182) to allow an 11-foot setback in the rear yard where 20 feet is the minimum required on 0.79 acres at 2237 West Charleston Boulevard.
12/21/06	The Planning Commission approved a related request for a Site Development Plan Review (SDR-18082) for a proposed 4,400 square-foot service station (without incidental automotive repair) and a waiver to allow no perimeter landscape buffer where eight feet is the minimum required along a portion of the eastern property line and to allow a ten-foot perimeter landscape buffer where 15 feet is the minimum required adjacent to the right-of-way.

11/07/07	The City Council approved a request for a Special Use Permit (SUP-24192) for a proposed Beer/Wine/Cooler Off-Sale Establishment in conjunction with an existing service station (without incidental automotive repair) at 2237 West Charleston Boulevard. The Planning Commission recommended approval on 10/11/07.
09/01/10	The City Council voted to hold this item in abeyance to the November 3, 2010 City Council Meeting.

Related Building Permits/Business Licenses	
02/22/07	A Certificate of Completion (Plan Check C-0079-05) was issued for a trash enclosure at 2237 West Charleston Boulevard.
08/14/04	A Certificate of Occupancy was issued for a Convenience Store and Chevron Gas Station at 2237 West Charleston Boulevard.
08/15/07	A Certificate of Occupancy was issued for gas pumps and canopy at 2237 West Charleston Boulevard.
11/09/07	Business licenses (C05-02079, C15-00269, C20-02011, G01-02022, and L10-00216) were issued for tobacco sales, a convenience store, convention hall tax, restricted gaming, and a beer/wine/cooler off-sale establishment located at 2237 West Charleston Boulevard. All the licenses are still active.

Pre-Application Meeting	
07/23/10	Staff met with the applicant to discuss submittal requirements for a Review of Condition to delete condition #4 of a previously approved Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Field Check	
08/06/10	Staff conducted a field check of the subject site with the following observations: • The area was clean and free of debris/trash • The landscape areas are all being properly maintained; no discrepancies noted

Details of Application Request	
Site Area	
Gross Acres	0.71

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Convenience Store with Service Station	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	UMC (University Medical Center)	PD (Planned Development)
South	Offices	O (Offices)	P-R (Professional Offices and Parking)
East	UMC Quick Care	O (Offices)	O (Office)
West	Child Care Facility	O (Office)	O (Office)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Rancho Charleston Land Use Study	X		Y
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

ANALYSIS

The subject site currently has a Convenience Store in conjunction with a Service Station (gas station) without incidental automotive repair. The applicant is requesting a Review of Condition to delete Condition Number 4 of a previously approved Special Use Permit (SUP-24192) which states, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

Since the approval of the Special Use Permit (SUP-24192), the applicant has been issued a Certificate of Completion and several Certificates of Occupancy for the business. In addition, the applicant has been issued the appropriate business licenses with no police activity noted against the location. Staffs conducted a field check of the site and found the overall appearance of the business neat and clean with the landscape areas being properly maintained.

FINDINGS

The proposed removal of this condition is not appropriate as the business has residential homes to the west/southwest with scattered commercial uses that include three (3) liquor licenses within 400 feet of the subject site (restaurant with service bar, tavern, and beer/wine/cooler off-sale establishment- no case history: original license issued in 1/1/51). The intensification of the use through the allowance of the sale of single packages of beer/wine/coolers does not fit with the surrounding neighborhoods and could have a negative effect on the area. Staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 386 (By Planning)

APPROVALS 2

PROTESTS 12

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-38969** APN: 162-04-101-001

Name of Property Owner: The Garret Group, LLC

Name of Applicant: The Garret Group, LLC

Name of Representative: DALTON L. CONNERS

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: Dalton L Conners

Print Name: DALTON L. CONNERS

Subscribed and sworn before me

This 26 day of July, 2010

Michele A. Williams

Notary Public in and for said County and State

State of Nevada / County of Clark

Notary Public - State of Nevada
County of Clark
MICHELE A. WILLIAMS
My Appointment Expires
No: 05-99624-1 August 29, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: The Garnet Group, LLC

Project Address (Location) 2237 W. Charleston Blvd., Las Vegas, NV 89102

Project Name Rogers Chevron **Proposed Use** Existing

Assessor's Parcel #(s) 162-04-101-001 **Ward #** 1

General Plan: existing X proposed ____ **Zoning:** existing X proposed ____

Commercial Square Footage Building 4400 ☐' **Floor Area Ratio** ____

Gross Acres 34,559 ☐' 0.79 **Lots/Units** ____ **Density** ____

Additional Information ACRES A SELF-SERVICE GAS AND CONVENIENCE STORE, BRANDED CHEVRON

PROPERTY OWNER The Garnet Group, LLC **Contact** Dalton L. Conners

Address 2237 W. Charleston Blvd **Phone:** 678-6860 **Fax:** ____

City Las Vegas **State** NV **Zip** 89102

E-mail Address ____

APPLICANT The Garnet Group, LLC **Contact** Dalton L. Conners

Address 2237 W. Charleston Blvd. **Phone:** 678-6860 **Fax:** ____

City Las Vegas **State** NV **Zip** 89102

E-mail Address ____

REPRESENTATIVE Dalton L. Conners **Contact** Dalton L. Conners

Address 32 Paladin Ct. **Phone:** 263-6499 **Fax:** 263-6450

City Henderson **State** NV **Zip** 89074

E-mail Address DLConners@Cox.Net

Property Owner Signature* Dalton L. Conners

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Dalton L. Conners

Subscribed and sworn before me

This 26 day of July, 20 10.

Michele A. Williams

State of Nevada/County of Clark

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
MICHELE A. WILLIAMS
My Appointment Expires
August 29, 2013
No: 05-99624-1

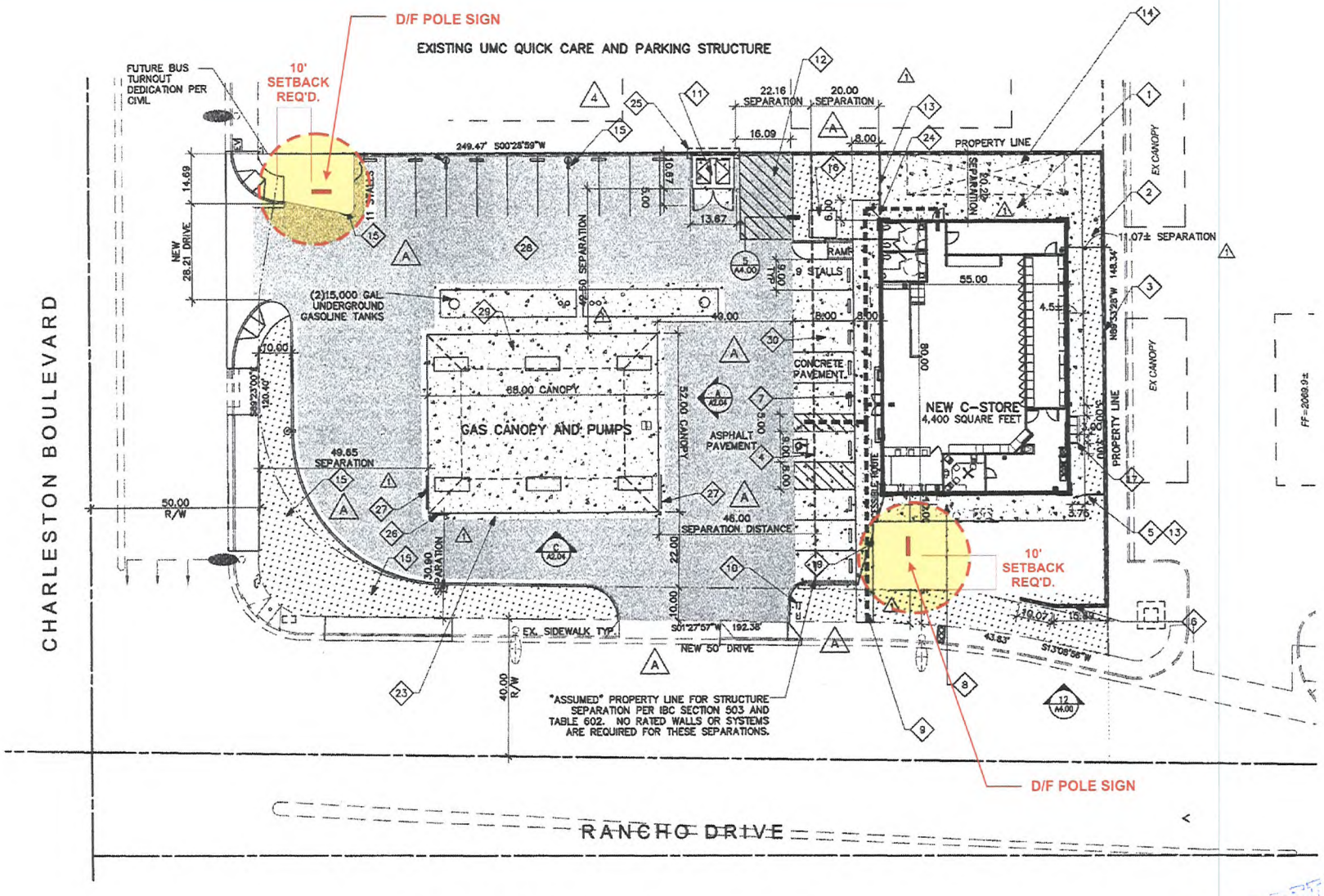
FOR DEPARTMENT USE ONLY

Case #	ROC-38969
Meeting Date:	9/1/10
Total Fee:	$830.00
Date Received:*	7/26/10
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.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



N SITE PLAN 1"=30'

Chevron

2237 W. CHARLESTON

SITE PLAN

VISION SIGN
3625 S. Polaris Ave. Las Vegas, Nevada 89103
Phone (702) 895-7474

These plans are prepared and submitted by the contractor as an exemption to NRS 623.330 for work under contractor license category authorized under NRS 624.
NV CONTRACTOR LICENSE #42776

THIS ARTWORK WAS PREPARED BY AND IS THE PROPERTY OF VISION SIGN, INC. ANY UNAUTHORIZED USE OF SAME IN WHOLE OR PART IS PROHIBITED.

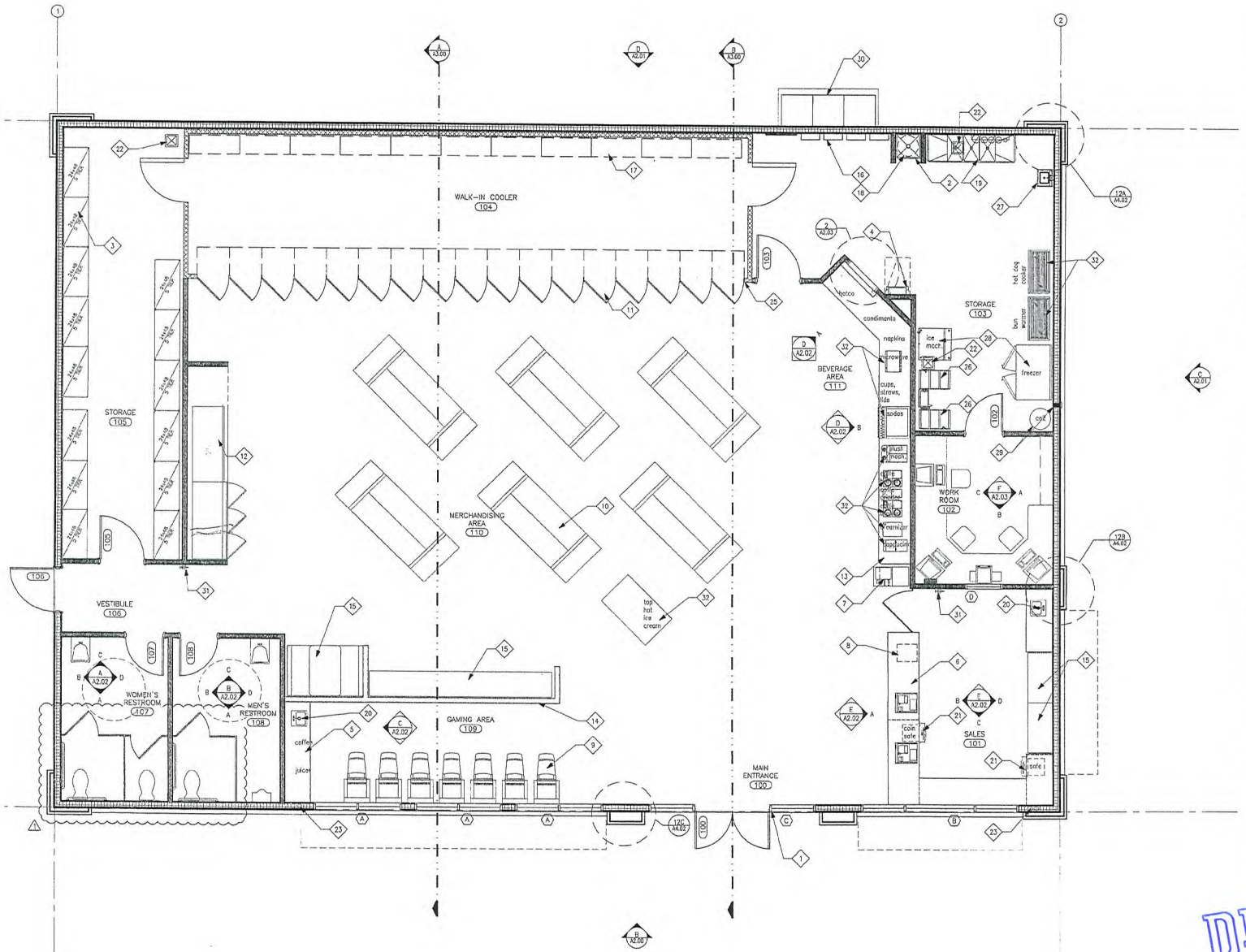
JOB NO	11326
DATE	03-19-2007
DRAWN	DERRICK
SALES	RICH
FILE NAME	CHEVRON11326.CDR
FOLDER	CHEVRON

REVISIONS MADE

SITE

RECEIVED
JUL 26 2010

ROC-38969



MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"

ROC-38969

PLAN GENERAL NOTES

1. CONTRACTOR SHALL COORDINATE THIS SHEET WITH ALL OTHER SHEETS PRIOR TO CONSTRUCTION AND BRING ANY DISCREPANCIES TO THE DESIGNER'S ATTENTION.
2. ALL WORK AREAS SHALL BE KEPT IN A CLEAN AND SAFE CONDITION AT ALL TIMES.
3. FIRE EXTINGUISERS SHALL BE INSTALLED PER IBC, UFC AND THE FIRE INSPECTION'S REQUIREMENTS. LOCATIONS AND QUANTITIES SHALL BE VERIFIED BY SUCH.
4. SEE A1.01 FOR FLOOR PLAN DIMENSIONS AND WALL TYPES.
5. REFER TO SHEET A5.00 FOR FINISH SCHEDULE

KEYNOTES

1. ALUMINUM STOREFRONT SYSTEM PER A5.00, TYP.
2. MOP SINK W/ SHELF & MOP HOLDER (BOBRICK B-224X24). SEE "P" SHEETS FOR MORE INFO.
3. STORAGE RACK (24"W X 48"L), OWNER PROVIDED.
4. PAINTED METAL ROOF ACCESS LADDER AND 24"X36" ROOF HATCH BY ACUDOR #G3244 OR EQUAL. SEE 1/A4.03
5. P-LAM COUNTERTOP AT 34" H (ADA ACCESSIBLE).
6. CASHIER COUNTERTOP & BASE CABINETRY AT 34" A.F.F.. SEE MILLWORK ELEVATIONS ON A2.02
7. ATM BY OWNER. SEE "E" SHEETS FOR DATA & POWER CONNECTIONS.
8. POINT-OF-SALE (P.O.S.) SYSTEM BY OWNER, TYP. OF 3. TWO ACTIVE AND ONE INACTIVE (FOR FUTURE USE SHOWN DASHED). COORDINATE POWER AND COMMUNICATION REQUIREMENTS WITH "E" SHEETS
9. SLOT MACHINES BY OWNER. SEE "E" SHEETS FOR MORE INFO. PROVIDE COMMUNICATIONS CONDUIT BETWEEN SLOTS AND P.O.S. COUNTER PER "E" SHEETS.
10. MERCHANDISE GONDOLA BY OWNER, TYP. OF 6
11. 17-DOOR INSULATED WALK-IN/REACH-IN COOLER UNIT - COOLER UNIT MFR. SHALL PROVIDE SHOP DRAWINGS REFLECTING REQUIRED MECHANICAL/ELECTRICAL AND INSTALLATION REQUIREMENTS FOR OWNER/CONTRACTOR APPROVAL PRIOR TO FABRICATION.
12. FREEZER MERCHANDISER BY OWNER. VERIFY SIZE AND REQUIREMENTS W/ OWNER.
13. STAINLESS STEEL SNACK/BEVERAGE SERVICE STAINLESS STEEL COUNTER AT 34" A.F.F. WITH 6" BACKSPLASH WITH RADIUSED EDGES PER CLARK COUNTY HEALTH DISTRICT REQUIREMENT. EQUIPMENT BY OWNER.
14. 48" HIGH PONY WALL WITH PLASTIC LAMINATE WALL CAP TO MATCH ADJACENT MILLWORK. USE 5/8" GYP. BD. BOTH SIDES OVER 3-5/8" X 20 GA. METAL STUDS AT 16" O.C., SEE 3/A4.03
15. FURNITURE BY OWNER
16. ELECTRICAL PANELS AND PHONE PANEL AT THIS AREA. SEE "E" SHEETS.
17. COOLER STORAGE RACK (18"X48"), (OWNER PROVIDED).
18. ELECTRIC WATER HEATER ABOVE MOP SINK. SEE "P" & "E" SHEETS.
19. 3 COMPARTMENT SINK PER "P" SHEETS.
20. DROP-IN HAND SINK PER "P" SHEETS.
21. SAFE PROVIDED BY OWNER
22. FLOOR SINK PER "P" SHEETS.
23. ROOF DRAIN AND OVERFLOW PER "P" SHEETS
24. MAIN SWITCHBOARD. SEE "E" SHEETS. PROVIDE 6" LEVEL HOUSEKEEPING PAD.
25. FACE OF COOLER BOX SHALL HAVE 5/8" GYP. BD. APPLIED AND FLUSH WITH BULKHEAD ABOVE (CONT. OF WALL TYPE B2 WALL BOARD FROM ABOVE), TYP. FACE OF COOLER AT TOP AND SIDES.
26. BAG-IN-BOX LOCATION
27. S.S. HAND SINK W/ SPLASH GUARDS EACH SIDE. INDIRECT WASTE TO FLOOR SINK.
28. ICE MACHINE AND FREEZER BY OWNER.
29. CO2 TANK LOCATION. PROVIDE EXTERNAL FILL LOCATION AND 4" PVC SLEEVE OVERHEAD TO BAG-IN-BOX LOCATION.
30. MAIN SWITCHBOARD. SEE "E" SHEETS. PROVIDE 6" LEVEL HOUSEKEEPING PAD.
31. FIRE EXTINGUISHER. VERIFY LOCATION AND QUANTITY WITH FIRE DEPARTMENT AND LOCAL CODES.
32. EQUIPMENT BY OWNER

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REVISIONS

Mark	Date	Description
1	2-28-06	CLVBD COMMENTS

Breslin Bld does shall have no liability for use of this information without their written consent. Copyright(c) 1999 - 2024 Use of the information contained in this instrument for other than the specific purpose for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in advance by Breslin Builders. These drawings shall be used for one project only.

CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED BY NRS 624.3015 AND 624.3016

BRESLIN BUILDERS — COMPANY NAME
JACK BRESLIN — CONTRACTOR'S REPRESENTATIVE OR MASTER'S LEVEL IF PLUMBING OR ELECTRICAL WORK
C61/D52 — CONTRACTOR'S LICENSE
TODD McBRAYER — PLANS PREPARED BY
SIGNATURE

BRESLIN BUILDERS

DESIGN & CONSTRUCTION
LICENSED GENERAL CONTRACTOR

LICENSE #0018169

5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118

(702)798-3977
FAX (702)798-3908

www.breslinbuilders.com

Project Owner:

Chevron Convenience Store

2237 W. Charleston Blvd.
Las Vegas, Nevada 89102

APN: 162-04-101-001

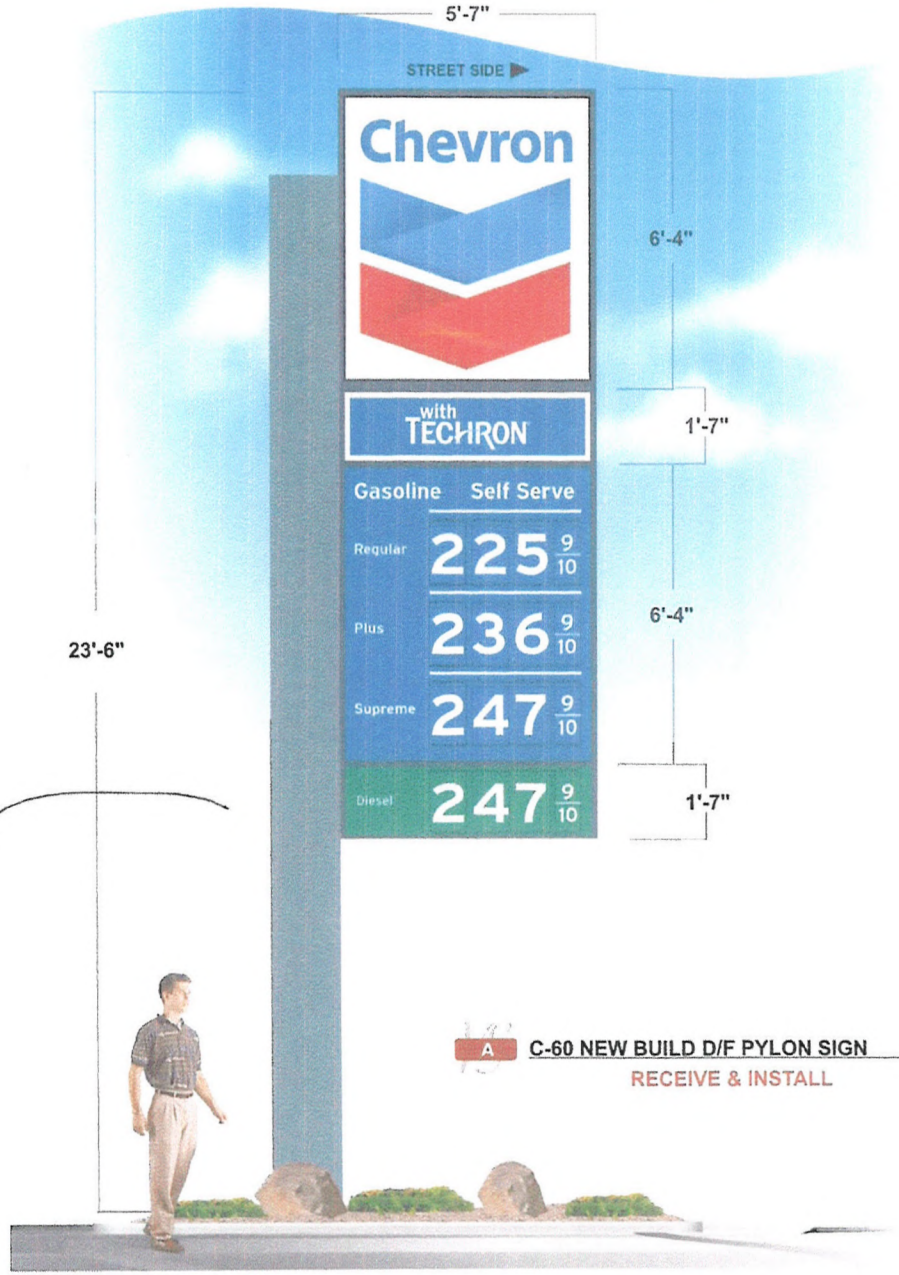
Sheet Title:

Main Level Floor Plan

Date: Dec. 27, 2005	Designed By: Todd McBrayer
Project No.: 2004A.01	Drawn By: TMM/CAA
Jurisdiction: Las Vegas	Checked By: TMM/JB

A1.00

Hallmark/LPS/APC



A C-60 NEW BUILD D/F PYLON SIGN 3/8"=1'-0"

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ROC-38969

Chevron

2237 W. CHARLESTON

C-60 PYLON SIGN

VISION SIGN

3620 S. Polaris Ave. Las Vegas, Nevada 89103
Phone: (702) 895-7474

These plans are prepared and submitted by the contractor as an exemption to NRS 623.310 for work under contractor license category subscribed under NRS 624
NV CONTRACTOR LICENSE #42776

THIS ARTWORK WAS PREPARED BY AND IS THE PROPERTY OF VISION SIGN, INC. ANY UNAUTHORIZED USE OF SAME, IN WHOLE OR PART IS PROHIBITED.

JOB NO.	11326
DATE	03-19-2007
DRAWN	DERRICK
SALES	RICH
FILENAME	CHEVRON11326 CDR
FOLDER	CHEVRON

REVISIONS MADE

001

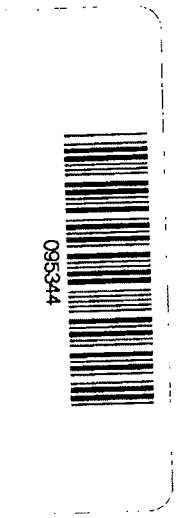
LAS VEGAS CITY COUNCIL

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
TDD 702.386.9108
www.lasvegasnevada.gov

November 9, 2007

Mr. Tom Jones
Mr. Dalton Conners
The Garret Group, LLC
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: SUP-24192 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007

Dear Messrs. Jones and Conners:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING SERVICE STATION (WITHOUT INCIDENTAL AUTOMOTIVE REPAIR) at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

ROC-38969

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Tom Jones
Mr. Dalton Conners
Dual Alliance, LLC dba Rider's
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

The Garret Group, LLC
2237 W. Charleston Blvd.
Las Vegas, NV 89102

July 25, 2010

Ms. Debbie Sullivan
City of Las Vegas, Planning and Development
731 So. Fourth Street
Las Vegas, NV 89101

RE: The Garret Group, LLC
Special Use Permit

Dear Ms. Sullivan:

We were informed on July 16, 2010 by the Neighborhood Service Department, Code Enforcement Officer, Lynn Nihipali, that our gas station / convenience store, at the address listed above, was out of compliance with Item 4 of our Special Use Permit. Item 4 deals with restrictions on the sale of single bottles of beer and selected sizes of screw capped wine and wine coolers.

We immediately ceased the sales of all such single items and filed, that same afternoon, a Pre-application Review of Conditions Report to request the removal of item 4 on our Special Use Permit. Additionally, we attended a meeting at planning on July 23, 2010 to discuss such request. We were advised at the July 23rd meeting by the Business Service Division representative that item 4 was removed a year ago from new Special Use Permits but that all existing holders of Special Use Permits, such as our business, were required to file a formal application to have Item 4 removed. Therefore, our formal application to request removal of Item 4 from our Special Use Permit is enclosed.

We understand that all such items to be sold as single items must be specifically produced to be sold as single items. We represent that we will not "break down" manufactured packages of multiple items for individual sale.

We hope that you will grant this request at your earliest convenience so that we may remain competitive with the other convenience stores in our market.

We sincerely apologize for our earlier oversight of this Item 4 to our Special Use Permit. If any additional information is required, please contact me. My cell phone number is 236-8902.

Thank you,

Dalton L. Conners

Enclosures

ROC-38969

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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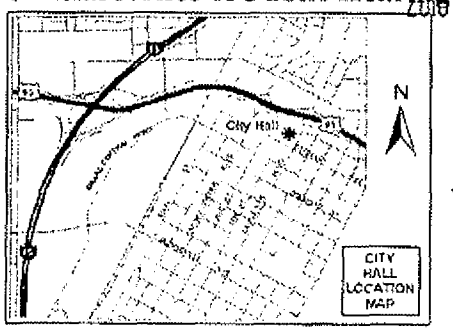
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0000427926 AUG20 2010
MAILED FROM ZIPCODE 89101

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2010 AUG 24 P 2:20



No NEED – BARS, GROCERY STORE, 7-11 IN AREA ALL HAVE these PRODUCTS.

1. 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.

ROC-38969

City Council Meeting of 9/1/2010

Case: ROC-38969
16204101015
RENTCHLER JOHN M
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

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CITY CLERK

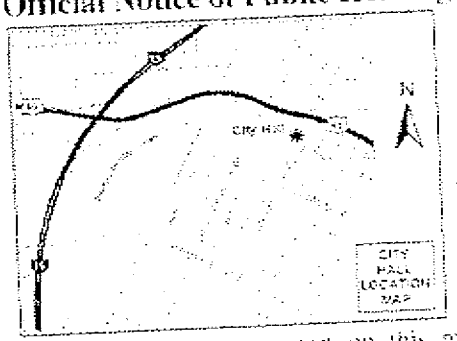
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City of Las Vegas
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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AUG 23
MAILED FROM ZIP CODE 89117

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☒ I OPPOSE this Request

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ROC-38969

City Council Meeting of 9/1/2010

Case: ROC-38969

13932711023
BARTSAS MARY 17 L L C
801 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

08/23/2010 09:53 FAX 702 366 9413 Mary Bartsas Ent., LLC 001/001

FROM :CHRISTY & DAVID ZIPF FAX NO. :702-259-4824 Aug. 21 2010 04:32PM P1

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CITY CLERK

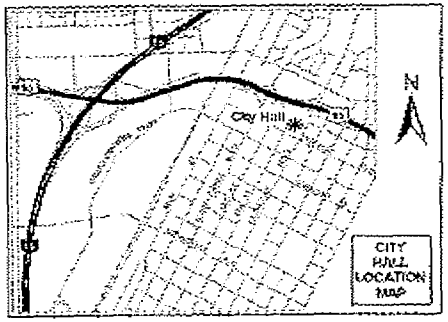
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02 1M $ 00.41⁴
0004279218 AUG 20 2010
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-38969
City Council Meeting of 9/1/2010

Case: ROC-38969
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ZIPF NEVADA MANAGEMENT L L C
%D & C ZIPF, MGRS
828 TROTTER CIR
LAS VEGAS NV 89107-4501

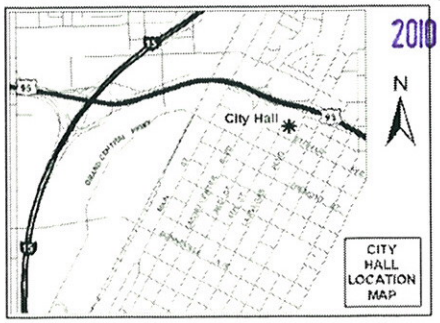
City of Las Vegas
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Las Vegas, Nevada 89101-2986

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CITY CLERK
2010 AUG 26 A 9:28

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-38969
City Council Meeting of 9/1/2010

Case: ROC-38969
16205512010
HOWARD PRESTON B & ALEXIS
1124 STRONG DR
LAS VEGAS NV 89102-2134

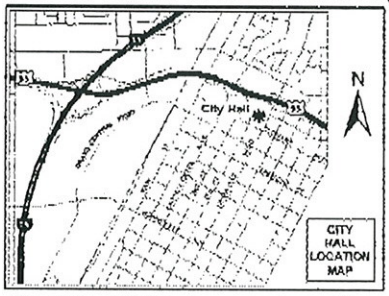
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-38969
City Council Meeting of 9/1/2010

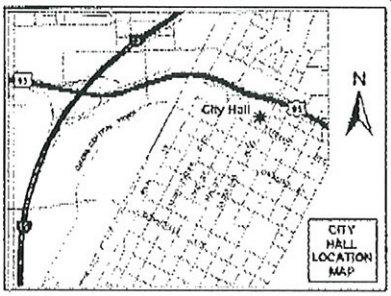
Case: ROC-38969
16204210006
MADSEN FAMILY L P #4
3888 QUAIL RIDGE RD
LAFAYETTE CA 94549-2912

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Planning & Development Department
Development Services Center
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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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ROC-38969
City Council Meeting of 9/1/2010

Case: ROC-38969
16204210034
MADSEN FAMILY L P #5
3888 QUAIL RIDGE RD
LAFAYETTE CA 94549-2912

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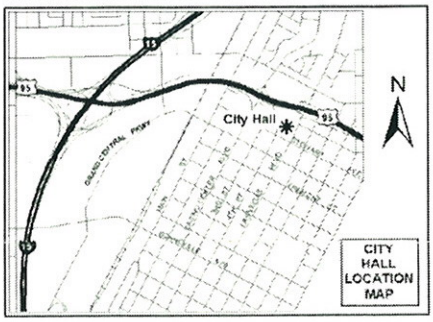
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Case: ROC-38969
16205513021
COYER GREGORY E & JENNIFER Z
1225 BUEHLER DR
LAS VEGAS NV 89102-2132

☐ I SUPPORT this Request

☒ I OPPOSE this Request strongly

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ROC-38969
City Council Meeting of 9/1/2010

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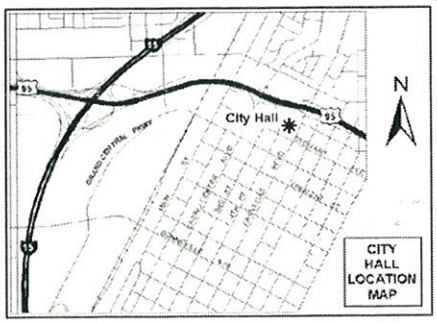
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Case: ROC-38969
16205511017
CURRAN WILLIAM F & MA[illegible]
2310 SHERMAN PL
LAS VEGAS NV 89102-2130

☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-38969
City Council Meeting of 9/1/2010

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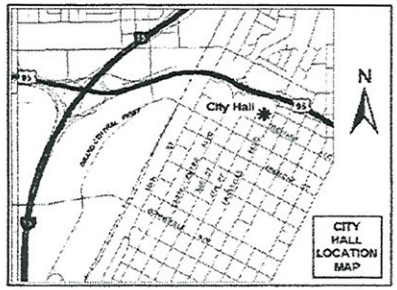
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☒ I OPPOSE this Request

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ROC-38969

City Council Meeting of 9/1/2010

LETTER TO FOLLOW

Case: ROC-38969
16205511001
REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100

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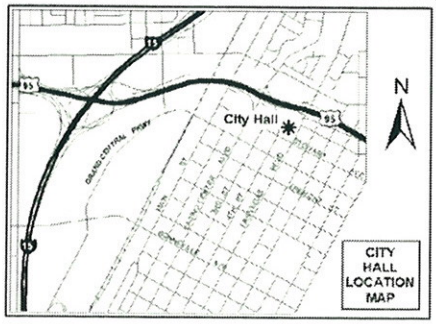
08/25/2010 11:50 7082559688 CDC INC PAGE 01/01

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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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ROC-38969
City Council Meeting of 9/1/2010

No need for this snow area.

Case: ROC-38969
16205513030
PINJUV F MIKE & BEVERLY A CO-TRS
1132 WESTLUND DR
LAS VEGAS NV 89102-2140

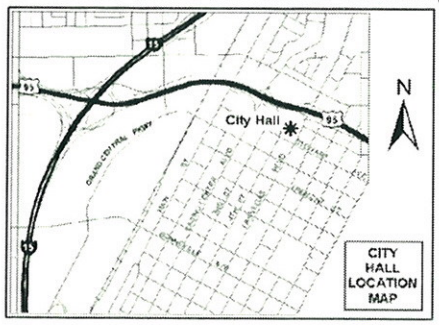
FOLD X FOLD

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

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ROC-38969
City Council Meeting of 9/1/2010

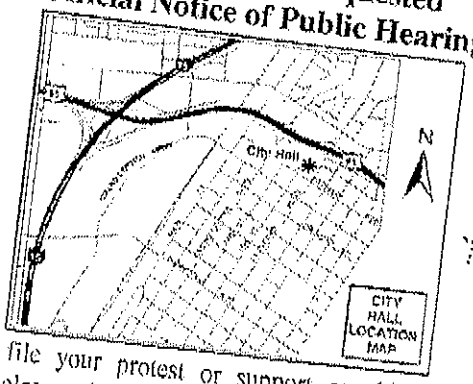
Case: ROC-38969
16205615016
FISHER KEITH BRENTLY
2325 LLEWELLYN DR
LAS VEGAS NV 89102-2168

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City of Las Vegas
Planning & Development Department
Development Services Center
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☒ I OPPOSE this Request

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ROC-38969

City Council Meeting of 9/1/2010

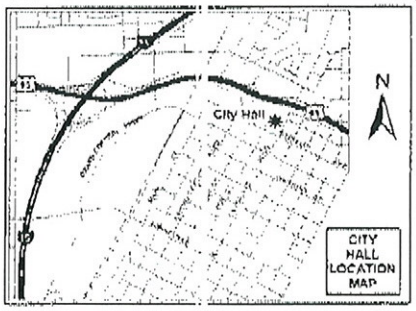
16205511005 Case: ROC-38969
COOK ALVY F
1117 STRONG DR
LAS VEGAS NV 89102-2133

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 AUG 20 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



X RETURN SERVICE REQUESTED

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.

X I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-38969
City Council Meeting of 9/1/2010

Case: ROC-38969
16205513036
MALINOWSKI ROBERT C
1207 WESTLUND DR
LAS VEGAS NV 89102-2142

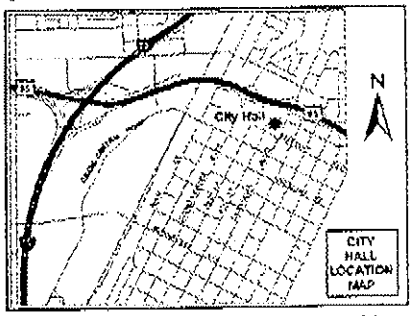
RECEIVED
CITY CLERK
2010 AUG 31 A 9:09

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
CITY CLERK
2010 SEP 1 AM 8:18
PRESORTED
FIRST CLASS
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 20 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.

ROC-38969

City Council Meeting of 9/1/2010

*If the 7-Eleven across the street is selling alcohol this way, then I don't have a problem with the Chevron station doing it. If this is not being done at nearby marts, then I see no need to start having this kind of access to alcohol in singles started in our area.

RETURN SERVICE REQUESTED

Case: ROC-38969
16205515007
POLLEY MICHAEL S SR & RENEE H
2606 MASON AVE
LAS VEGAS NV 89102-2126

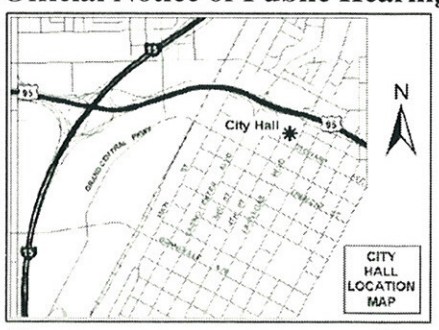
RHP

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 AUG 20 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



Reviewed & Ok.

X RETURN SERVICE REQUESTED

RECEIVED
2010 AUG 31 A 9
CITY CLERK

RECEIVED
AUG 30 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

No opinion.

Please use available blank space on card for your comments.

ROC-38969
City Council Meeting of 9/1/2010

Case: ROC-38969
16205510028
PORTER TAD & MARY ANNE TRUST
2601 ASHBY AVE
LAS VEGAS NV 89102-2101

?
Called Frank, office to find out subject — no info, on Calendar

85

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

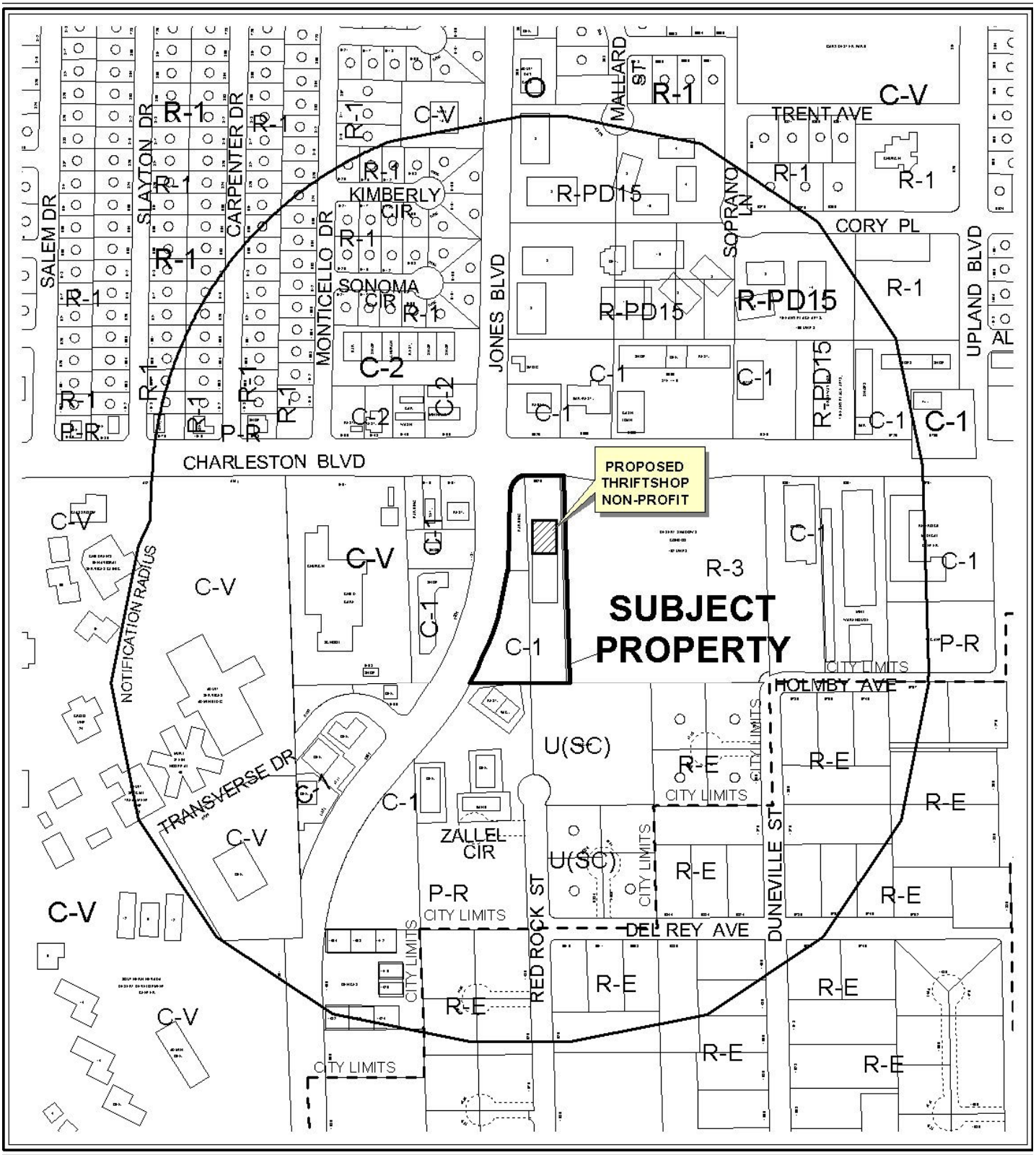
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38607 – ABEYANCE ITEM - 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: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHABAD OF SOUTHERN NEVADA - OWNER: CHABAD CALIFORNIA

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

**** 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
November 3, 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).
10/06/10	The City Council voted to hold this item in abeyance to the November 3, 2010 City Council meeting.

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

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 2

PROTESTS 5

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.

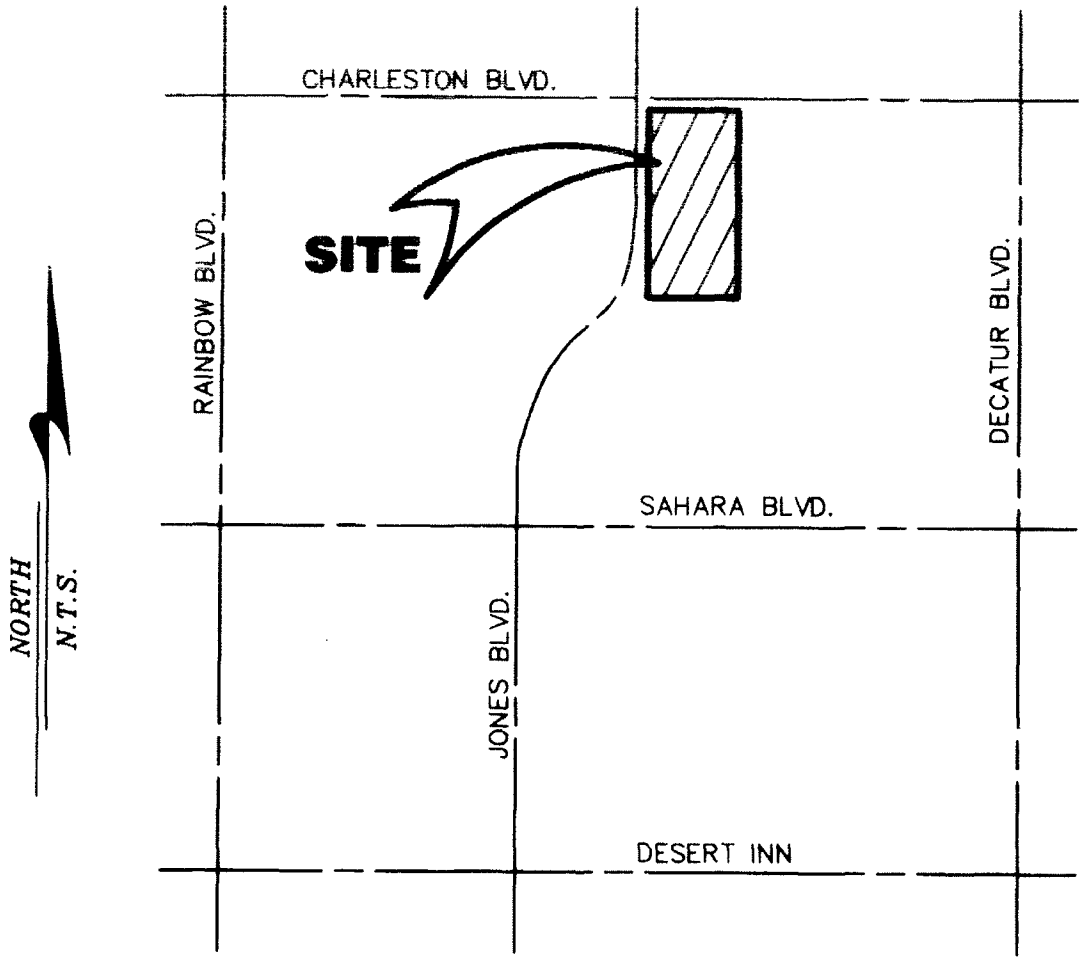
Notary Public in and for said County and State

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



VICINITY MAP
N.T.S.

RECEIVED
JUN 16 2010

SUP-38607

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)

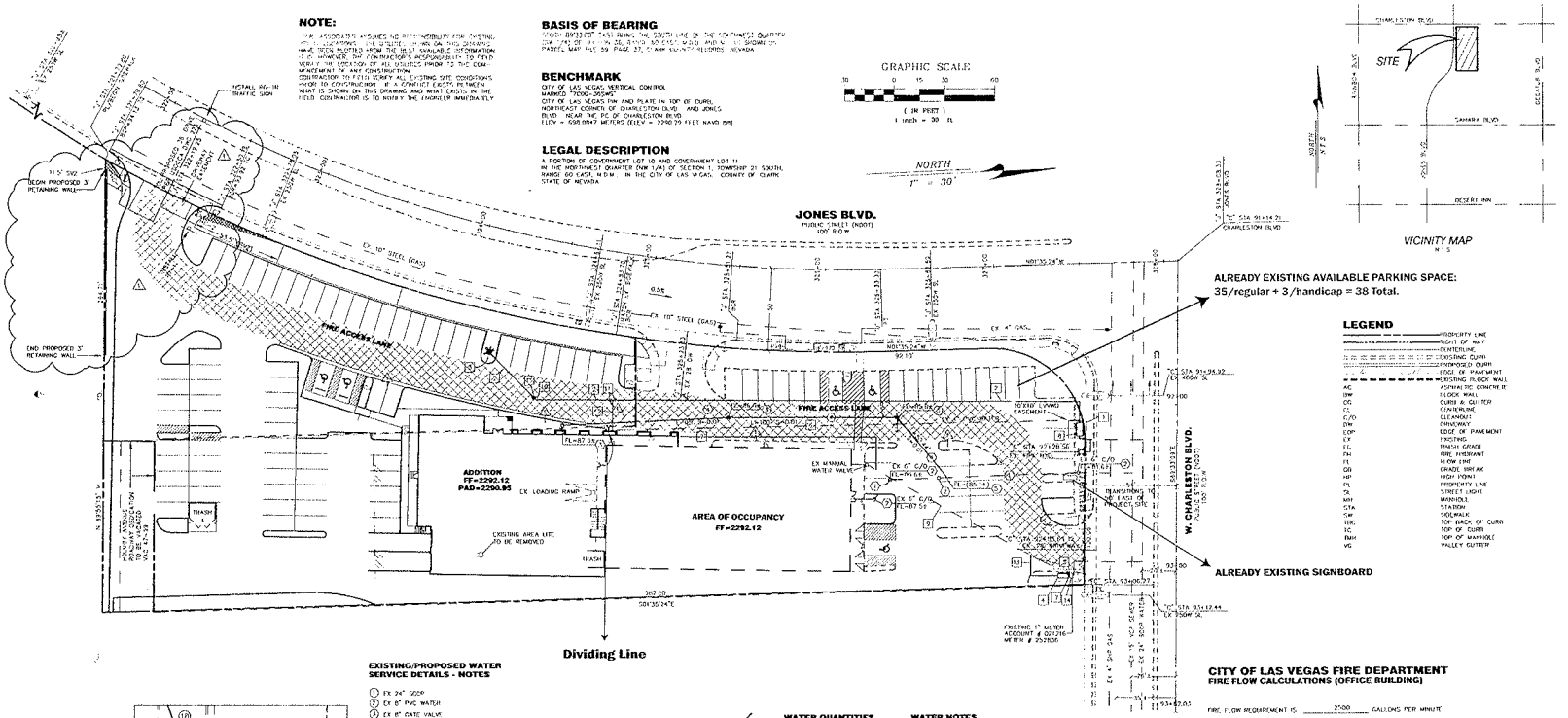
LEGAL DESCRIPTION

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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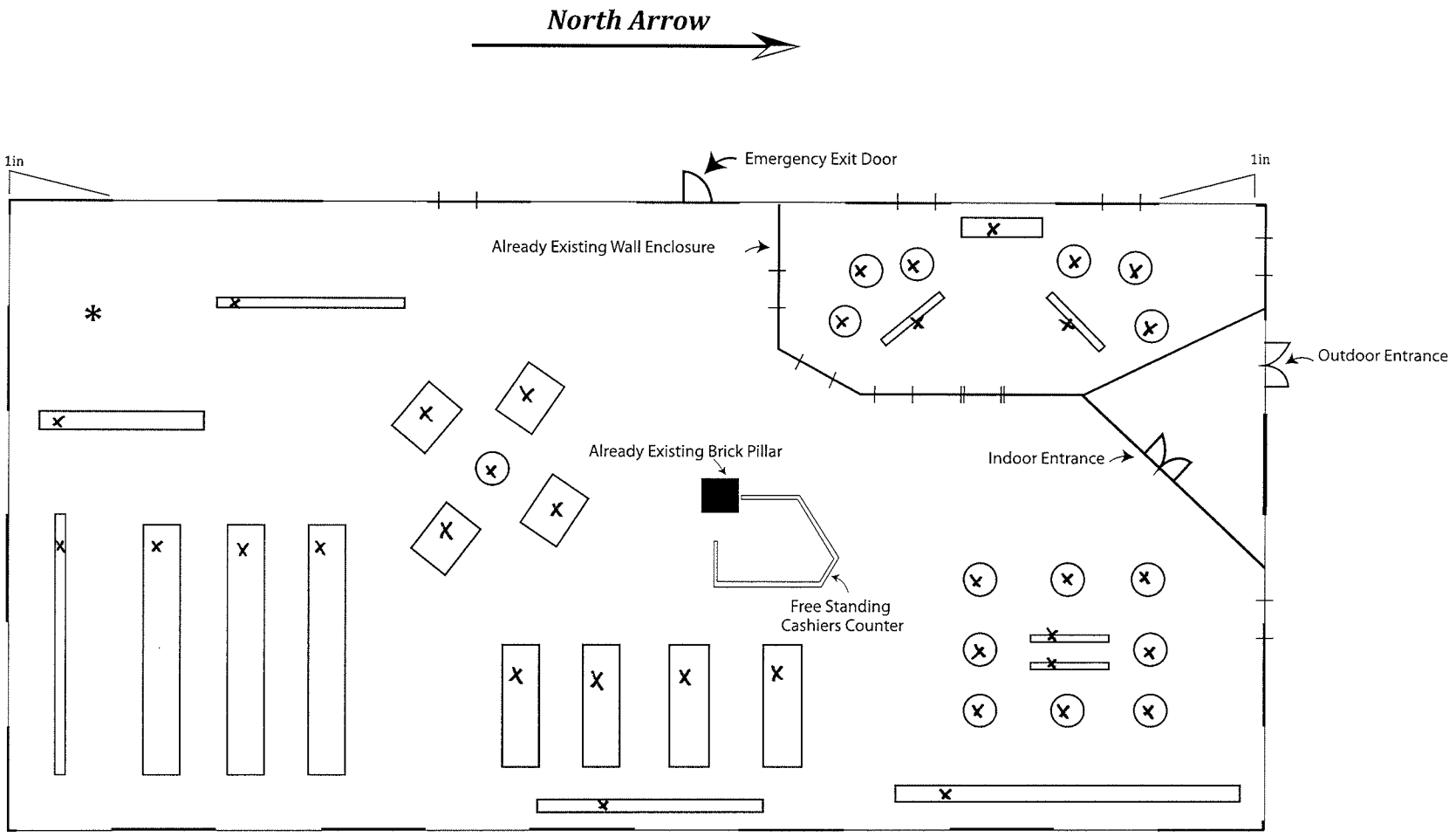
SUP-38607

JUN 16 2010

38-388

107-11962 RECEIVED

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.*

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JUN 16 2010

SUP-38607



SUP-38607 - APPLICANT: CHABAD OF SOUTHERN NEVADA – OWNER: CHABAD CALIFORNIA
6029 CHARLESTON BOULEVARD

06/24/10



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6029 CHARLESTON BOULEVARD

06/24/10



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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

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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

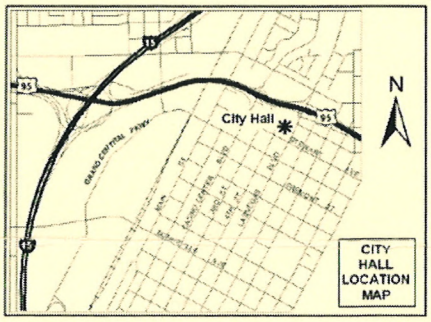
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

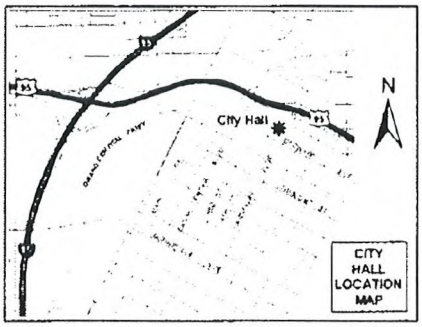
SUP-38607
City Council Meeting of 10/06/2010

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

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SUP-38607
City Council Meeting of 10/06/2010

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MAILED FROM ZIP CODE 89101

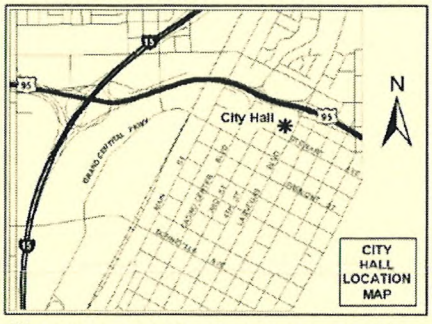
RECEIVED CITY CLERK
2010 SEP 21 A 11:43

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

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-38607
City Council Meeting of 10/06/2010

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0004279218 SEP 17 2010
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
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

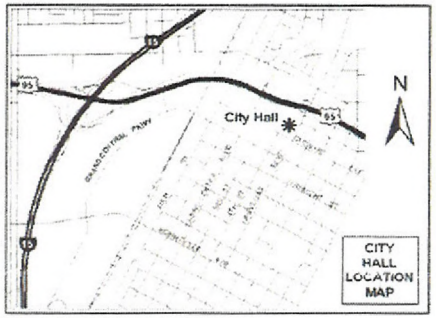
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279218 JUL 16 2010
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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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

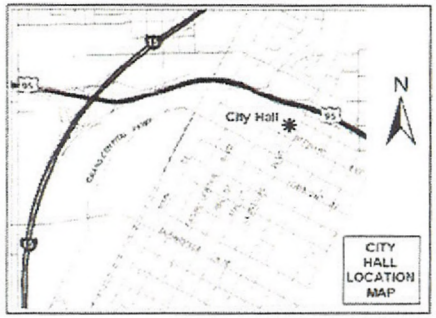
Submitted after final agenda
Date
Item 47 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-38607
Planning Commission Meeting of 7/29/2010

VV LAS VEGAS NV 890 07-17-10

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JUL 26 2010

Case: SUP-38607
16301102022
NEW DISCOVERY LTD
7066 NDCBU
TAOS NM 87571-6251

RECEIVED
JUN 27 2010

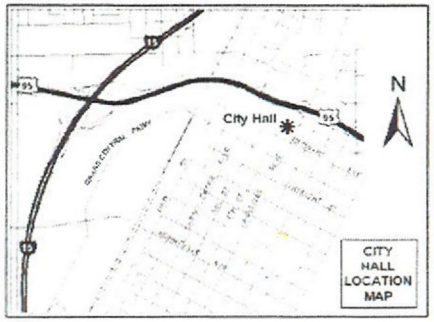
Submitted after final agenda
Date
Item 47 P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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$ 00.41⁴
JUL 16 2010
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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

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JUL 27 2010

Case: SUP-38607
16301202006
FERGUSON JAMES L & ROSELYN E
1485 DUNEVILLE ST
LAS VEGAS NV 89146-1215

ENCLOSURE

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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.: **61.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

RQR-39598 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: HAIM GABAY - OWNER: L'CHAIM 24 FREMONT PROPERTY, LLC - Required Review of a previously approved Special Use Permit (SUP-33730) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 24 Fremont Street (APN 139-34-111-028), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

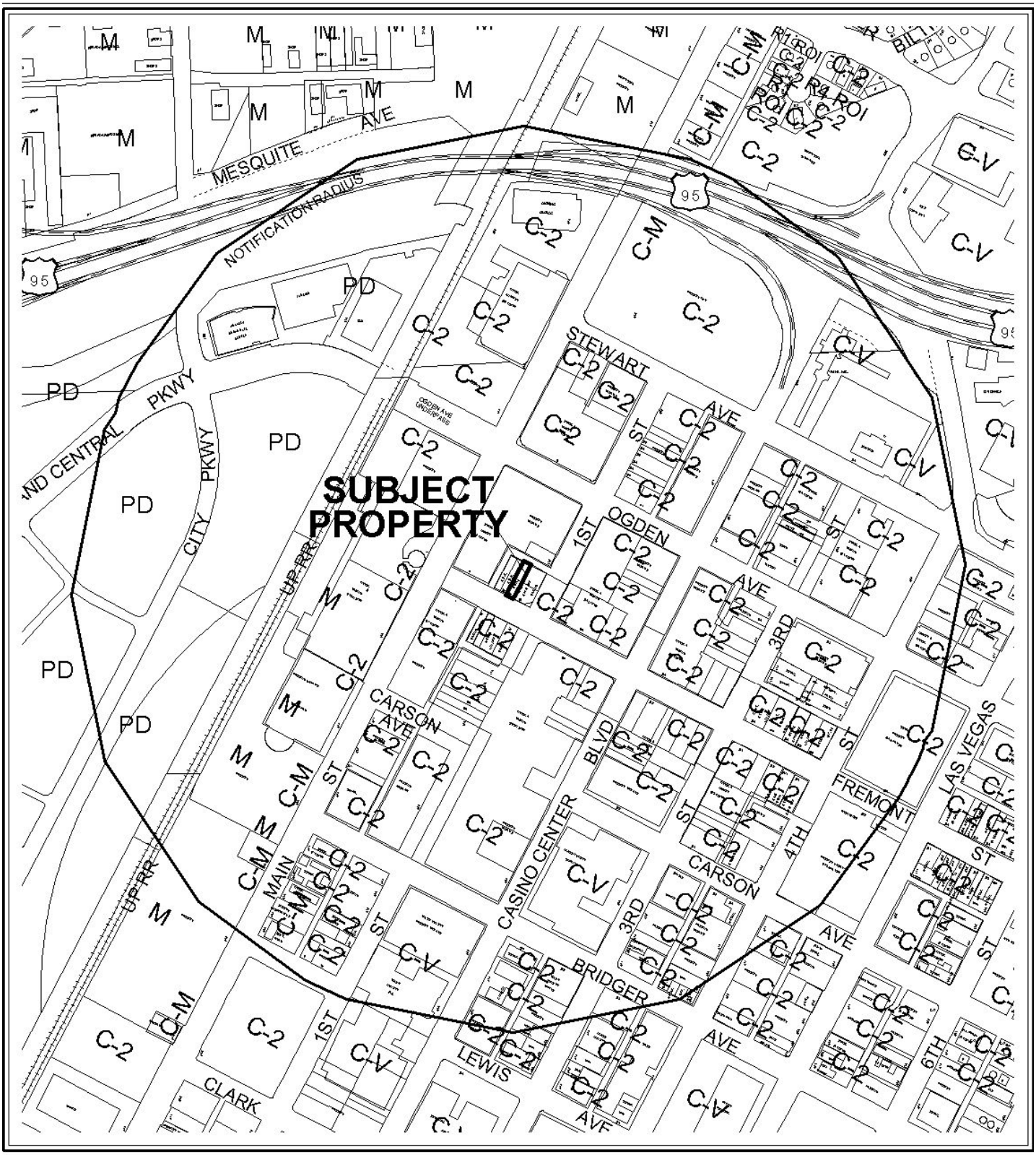
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-33730
6. Justification Letter



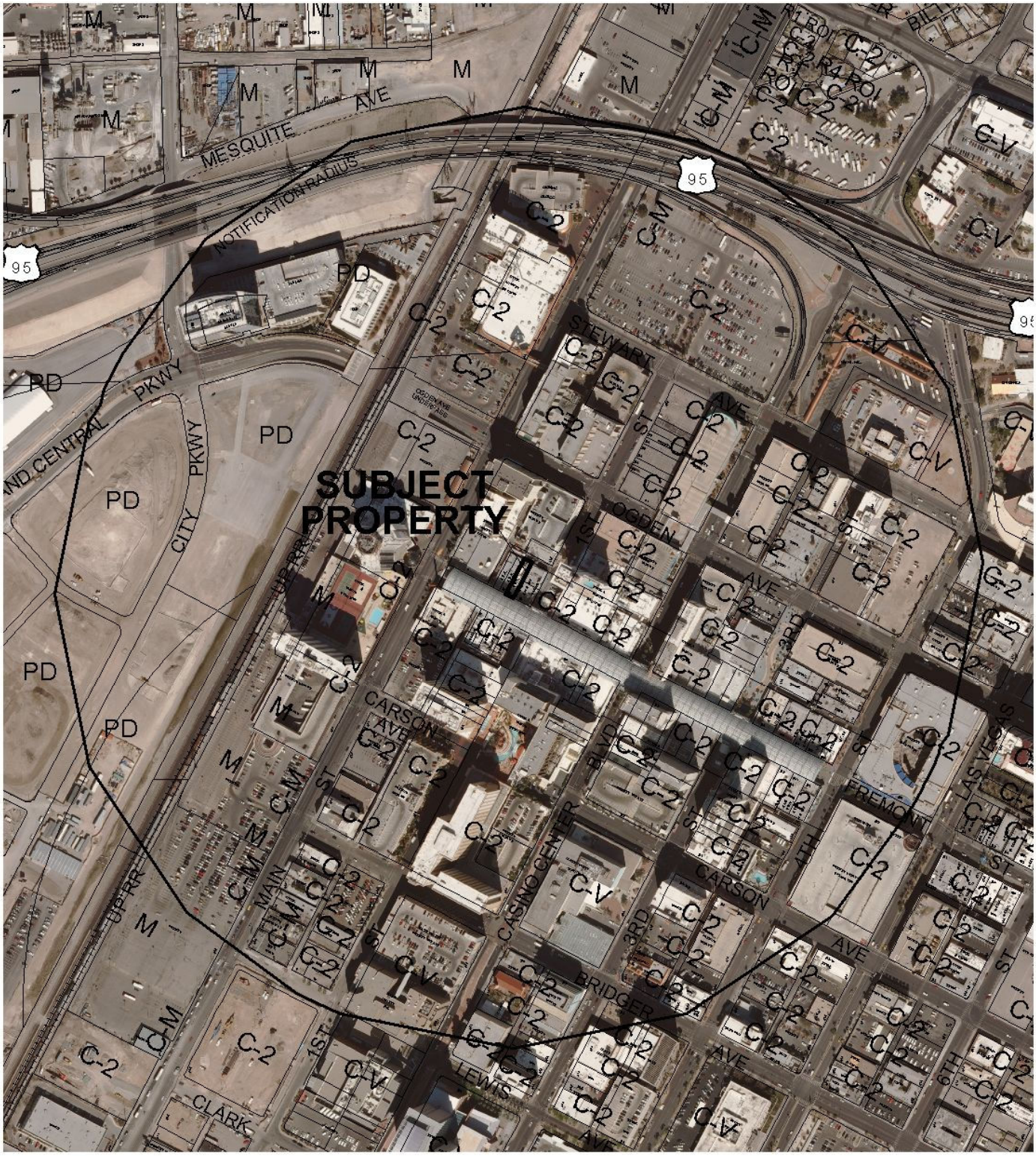
0 300 600 Feet

CASE: **RQR-39598**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

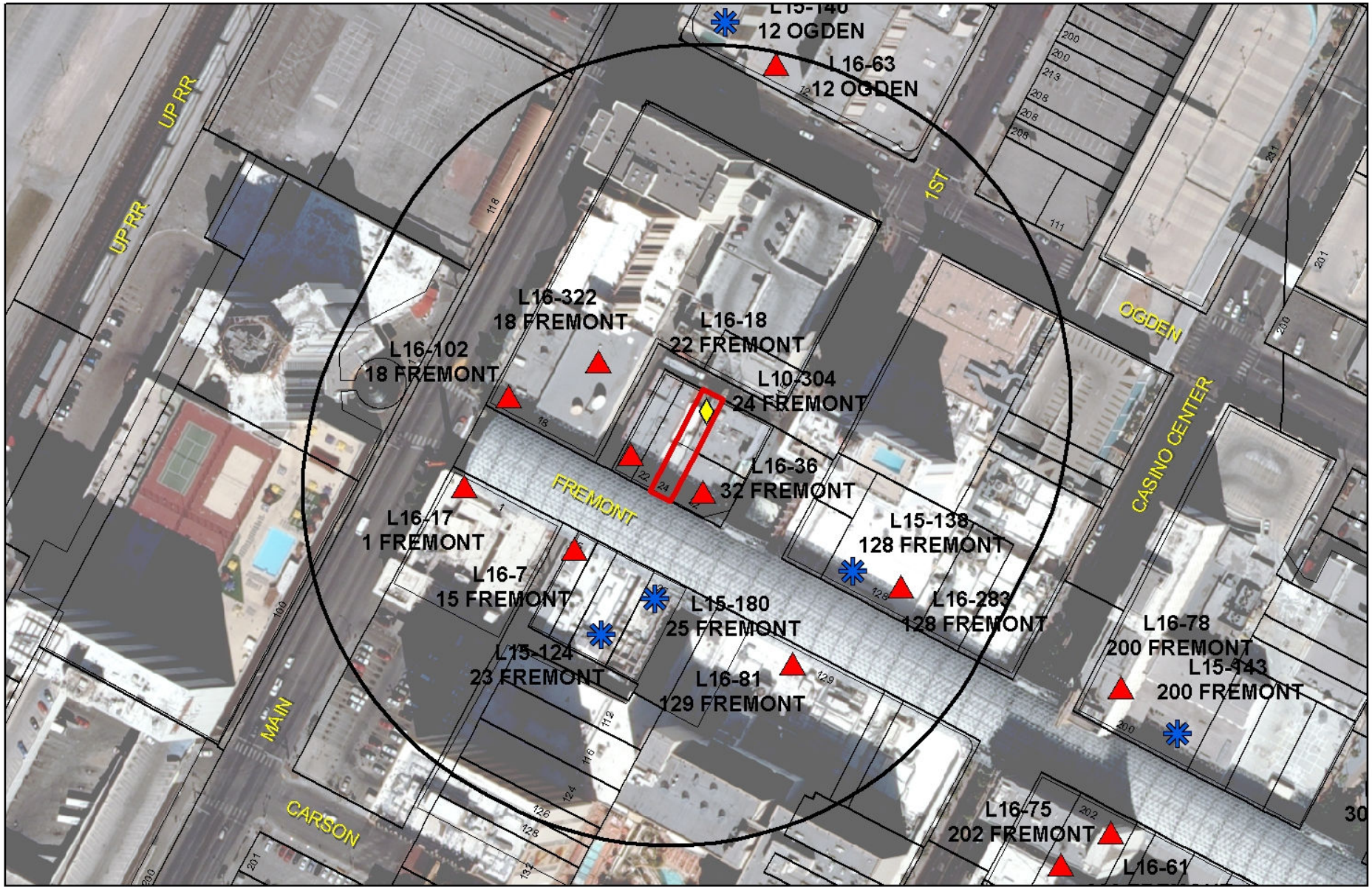


CASE: **RQR-39598**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet



RQR-39598

Beer/Wine/Cooler Off-Sale Establishment

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: HAIM GABAY - OWNER: L'CHAIM 24 FREMONT PROPERTY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-39598	Staff recommends APPROVAL	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Required Review for a previously approved Special Use Permit (SUP-33730) for Beer/Wine/Cooler Off-Sale establishment within an existing Convenience Store located at 24 Fremont Street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a request for a Rezoning (Z-0100-64) from R-1 (Single-Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road to the north, Las Vegas Boulevard to the east, and Charleston Boulevard to the south. The Planning Commission and staff recommended approval.
07/27/06	The Planning Commission approved a request for a Site Development Plan Review (SDR-12354) for a proposed 1,668 square-foot expansion of an existing retail establishment on 0.08 acres at 24 Fremont Street.
05/20/09	The City Council approved a request for a Special Use Permit (SUP-33730) for Beer/Wine/Cooler Off-Sale Establishment at 24 Fremont Street. The Planning Commission and staff recommended approval.

Related Building Permits/Business Licenses	
06/01/09	Business licenses C05-02281 (Tobacco sales), C15-00316 (Convenience Store), and I12-00009 (Internet Computer Access) were issued to the business located at 24 Fremont Street. The above licenses are still active.
11/19/09	A business license (L10-00304) was issued for a Beer/Wine/Cooler Off-Sale Establishment at 24 Fremont Street. The license is still active.

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.

Field Check	
10/07/10	Staff conducted a field check of the subject site and found the area in front of the establishment free or trash/debris with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	0.08

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	C (Commercial)	GC (General Commercial)
North	Casino/Parking Lot	C (Commercial)	GC (General Commercial)
South	Casino	C (Commercial)	GC (General Commercial)
East	Casino	C (Commercial)	GC (General Commercial)
West	Casino	C (Commercial)	GC (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District (Central Casino Overlay)	X		Y
A-O (Airport Overlay) District (200 feet)	X		Y
Downtown Casino Overlay District	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		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for a Required Review of a previously approved Special Use Permit (SUP-33730) for Beer/Wine/Cooler Off-Sale establishment within an existing Convenience Store located at 24 Fremont Street. There have been no complaints or Code Enforcement cases processed for the subject site since City Council approved the use. During a site visit, staff found the area surrounding the business free of trash and debris; no code violations were present.

FINDINGS

The Convenience Store with Beer/Wine/Cooler Off-Sale is located in a GC (General Commercial) zoning district within the Downtown Centennial Plan (Central Casino Overlay) and Las Vegas Redevelopment Area. The property is being properly maintained. Businesses in the area have not filed any complaints regarding the use at the subject site. Staff recommends approval of this request with no further reviews.

NEIGHBORHOOD ASSOCIATION 20

NOTICES MAILED 129 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-39598** APN: 139-34-111-028

Name of Property Owner: L'chaim 24 Fremont

Name of Applicant: Haim GABAY

Name of Representative: Nieves Alvarez

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: HAIM GABAY

Subscribed and sworn before me

This 15th day of September, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EVELYN VALDEZ
Appt. No. 03-81899-1
My Appt. Expires June 15, 2011

City of Las Vegas
SEP 15 2010
RECEIVED

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: L'chaim 24 Fremont LLC

Project Address (Location) 24 Fremont st. LV NV 89101

Project Name G&G Fremont LLC **Proposed Use** _____

Assessor's Parcel #(s) 139-34-111-028 **Ward #** _____

General Plan: existing ✓ proposed _____ **Zoning:** existing ✓ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER L'chaim 24 Fremont **Contact** _____

Address 6130 W. Flamingo Rd # 402 **Phone:** (702) 382-3005 **Fax:** (702) 382-7005

City Las Vegas **State** NV **Zip** 89103

E-mail Address western321@hotmail.com

APPLICANT Haim Gabay **Contact** _____

Address 6130 W. Flamingo RD. # 402 **Phone:** (702) 382-3005 **Fax:** (702) 382-7005

City Las Vegas **State** NV **Zip** 89103

E-mail Address haimgabay@hotmail.com

REPRESENTATIVE Nieves Alvarez **Contact** _____

Address 6130 W. FLAMINGO RD # 402 **Phone:** (702) 287-2048 **Fax:** (702) 382-7005

City LAS VEGAS **State** NV **Zip** 89103

E-mail Address nellyal12@hotmail.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 HAIM GABAY

Subscribed and sworn before me

This 15th day of September, 2010.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EVELYN VALDEZ
Appt. No. 03-81899-1
My Appt. Expires June 15, 2011

FOR DEPARTMENT USE ONLY

Case #	RQR-39598
Meeting Date:	11-3-10
Total Fee:	1050.00
Date Received:*	9.15.10
Received By:	F.S

*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

G&G
Fremont LLC

Glitter Gulch

65'
Demising Wall

50'
Demising Wall

200

25'
Alley

Gift Area

Cashiers Counter

Gift Area

30"

300

60"

60"

Beer & Wine Area

Property Rear

Retail & Convenience Area

Existing Retail Area

25'

Roll-Up Door

Fremont St.

Ramp Dn

Existing Columns

Gift Area

Gift Area

Bath

Storage

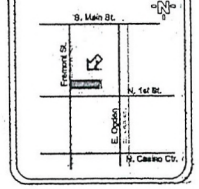
Demising Wall

Demising Wall

Site Plan
Scale 1"=8'

Mermaids

Vicinity Map



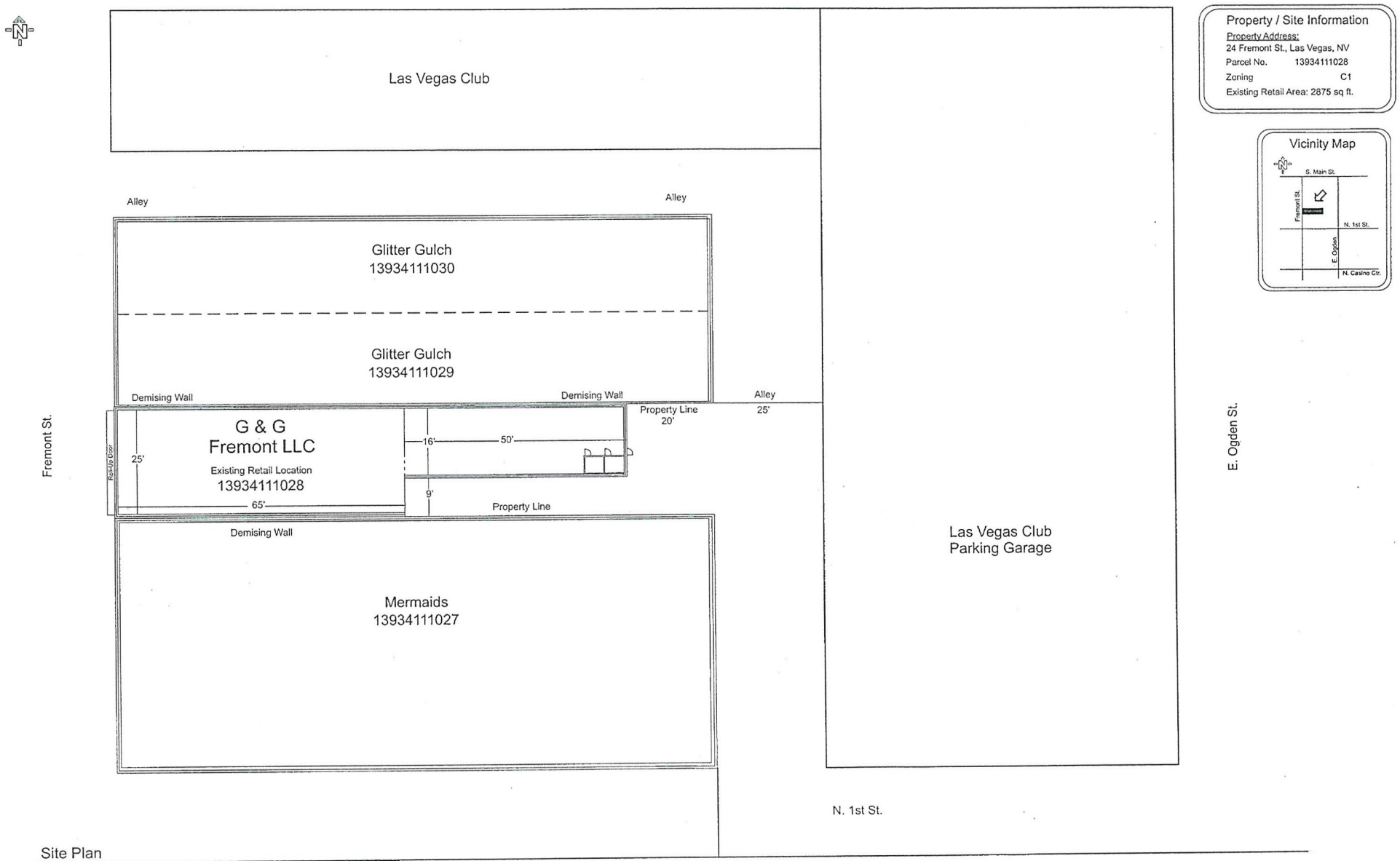
Property Site Information

Property Address:
24 Fremont St., Las Vegas, NV

Existing Retail Area: 2875 sq ft.

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SEP 15 2010
City of Las Vegas

RQR-39598



Property / Site Information

Property Address:
24 Fremont St., Las Vegas, NV
Parcel No. 13934111028
Zoning C1
Existing Retail Area: 2875 sq ft.

Vicinity Map

Site Plan

SCALE: ½"= 10.0'

RECEIVED
SEP 15 2010
City of Las Vegas

RQR-39598



RQR-39598 - APPLICANT: HAIM GABAY – OWNER: L'CHAIM 24 FREMONT PROPERTY, LLC
24 FREMONT STREET

10/07/10



RQR-39598 - APPLICANT: HAIM GABAY – OWNER: L'CHAIM 24 FREMONT PROPERTY, LLC
24 FREMONT STREET

10/07/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

June 2, 2009

L'Chaim Western Village
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

RE: SUP-33730 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 20, 2009

Dear Applicant:

The City Council at a regular meeting held May 20, 2009 APPROVED the Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 24 Fremont Street (APN 139-34-111-028), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 21, 2009. This approval is subject to:

Added Condition

A. There shall be a review at a public hearing of the City Council six (6) months after issuance of a business license.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Beer/Wine/Cooler Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

101069

RQR-39598

Printed with environmentally friendly soy ink.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Vicky Darling, Chief Deputy City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Haim Gabay
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

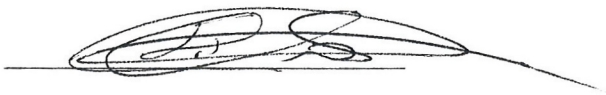
Ms. Nieves Alvarez
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

G & G FREMONT
24 FREMONT ST
LAS VEGAS NV 89101
SEPTEMBER 14, 2010

TO WHOM IT MAY CONCERN:

G & G FREMONT LLC IS AN EXISTING RETAIL GIFT/CONVENIENCE STORE, WITH A LICENSE OF BEER AND WINE OFF SALES PREMISSES ESTABLISHMENT.
OUR STORE HAS A TOTAL OF 18 EMPLOYEES, HOURS OF OPERATION ARE FROM 8AM TO 2AM EVERY DAY.

THANK YOU



HAIM GABAY
MANAGER

RQR-39598

RECEIVED
SEP 15 2010
City of Las Vegas

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 3, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

RQR-39774 - REQUIRED REVIEW – PUBLIC HEARING - APPLICANT/OWNER: FRESH & EASY NEIGHBORHOOD MARKET - Required Review of a previously approved Special Use Permit (SUP-23111) FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 7752 North El Capitan Way (APN 125-17-611-004), T-C (Town Center) Zone [SC-TC (Service Commercial-Town Center) Special Land Use Designation), Ward 6 (Ross). Staff recommends APPROVAL.

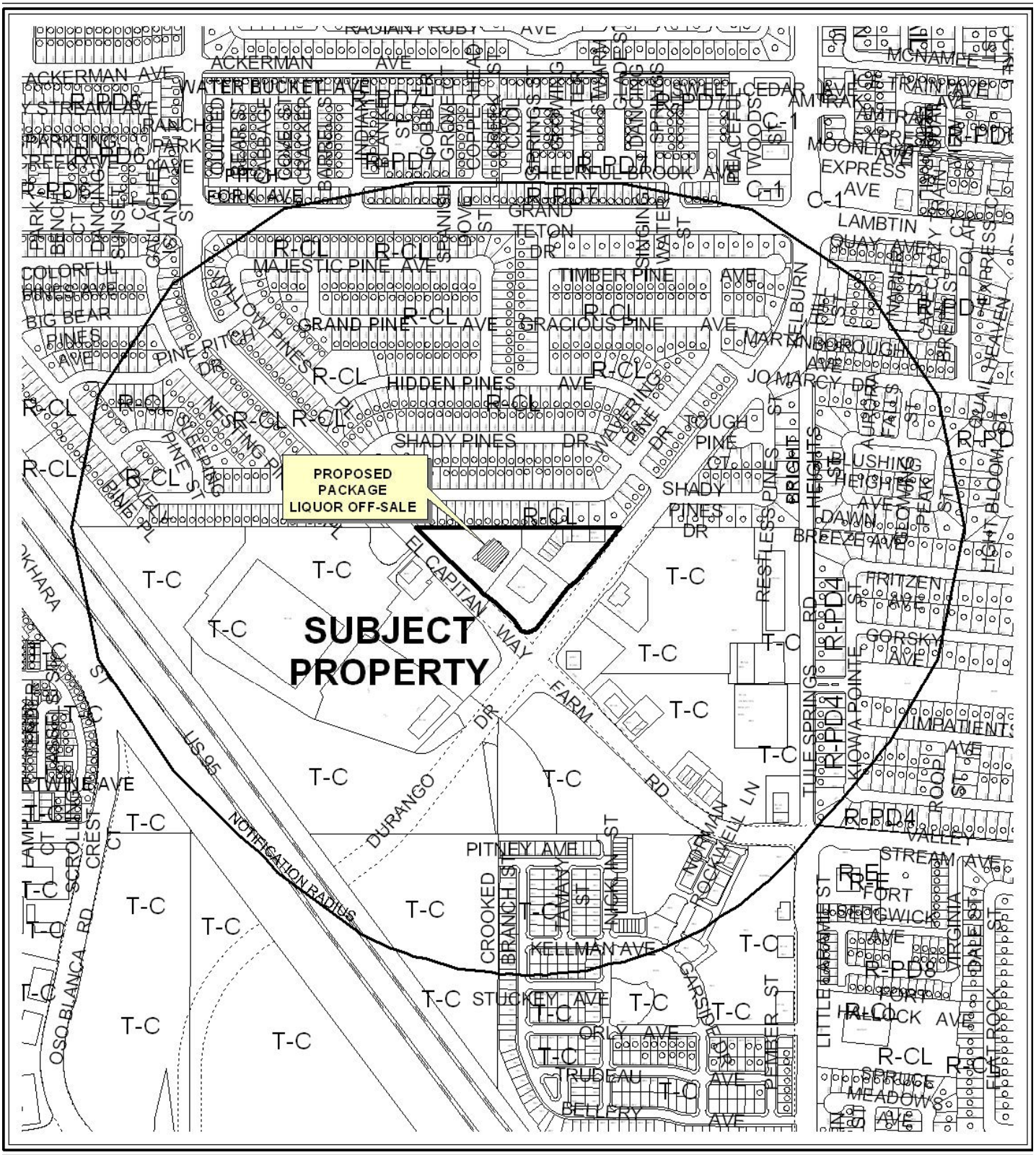
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

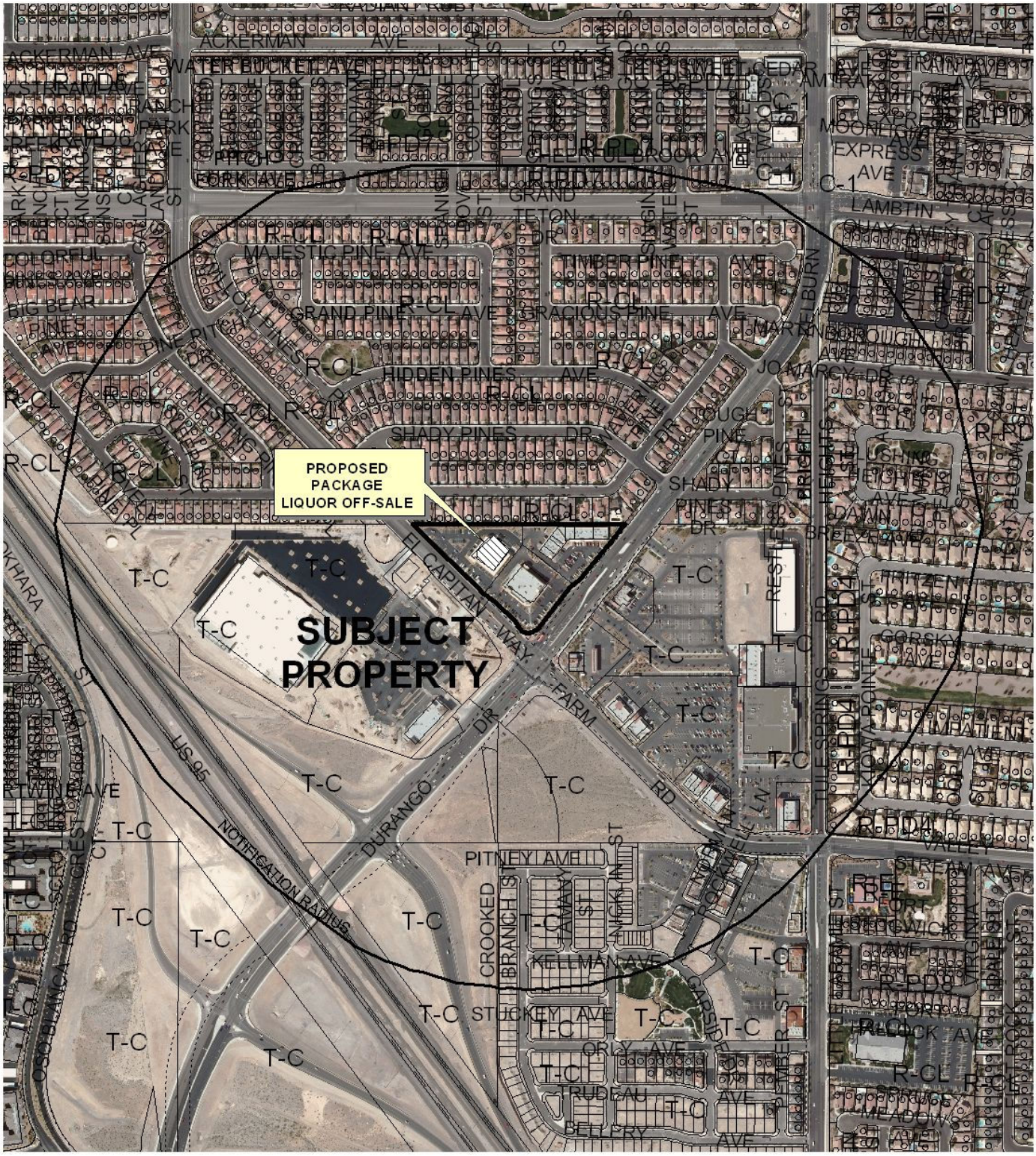
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-23111



CASE: **RQR-39774**

RADIUS: 1500

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)



0 200 400 600 Feet

CASE: **RQR-39774**

RADIUS: 1500

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 3, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: FRESH & EASY NEIGHBORHOOD MARKET

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-39774	Staff recommends APPROVAL.	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site has a retail establishment with previous approval for a Special Use Permit (SUP-23111) for accessory packaged liquor off-sale at 7752 North El Capitan Way. A business license for the use was issued on 04/20/09 and since that time, has not experienced any Code Enforcement violations or negative police activity.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/07/98	The City Council approved a request for a Rezoning (Z-0076-98) from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center) on 1,468 acres on property located within the area designated Town Center. The Planning Commission and staff recommended approval.
05/17/00	The City Council approved a request for a Site Development Plan Review [Z-0076-98(14)] for a proposed 208.211 square-foot shopping center on the northwest corner of Farm Road and Tule Springs Road. The Planning Commission and staff recommended approval.
01/22/04	The Planning Commission approved a request for a Tentative Map (TMP-3272) for a two lot commercial subdivision on 4.91 acres adjacent to the northeast corner of El Capitan Way and Durango Drive. Staff recommended approval.
01/13/05	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-4252) for a two lot commercial subdivision on 4.91 acres adjacent to the northeast corner of El Capitan Way and Durango Drive. The map was recorded on 01/13/05, CLV Drawing #107V4021.
08/01/07	The City Council approved a request for a Special Use Permit (SUP-21913) for a retail establishment with accessory packaged liquor off-sale on the north side of Durango Drive, approximately 350 feet north of El Capitan Way. The Planning Commission and staff recommended approval.
11/06/07	The Town Center Architectural Design Committee approved a request for a Major Modification to an approved Master Sign Plan (ARC-25285) at 7785 North Durango Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/07/07	The City Council approved a request for a Variance (VAR-23108) to allow a 20-foot residential adjacency setback where 87 feet is the minimum required for a proposed 14,028 square-foot general retail store on 3.21 acres adjacent to the west side of El Capitan Way, approximately 260 feet north of Durango Drive. The Planning Commission and staff recommended denial.
	The City Council approved a related request for a Special Use Permit (SUP-23111) for a retail establishment with accessory packaged liquor off-sale.
	The City Council approved a related request for a Special Use Permit (SUP-24162) for a gaming establishment (restricted) in conjunction with a proposed convenience store (without fuel pumps) and a waiver of the Town Center Development Standards to allow a zero foot distance separation from single family detached dwellings where 330 feet is required.
	The City Council approved a related request for a Site Development Plan Review (SDR-23107) for a proposed 14,028 square-foot general retail store and a waiver of perimeter landscape standards to allow a zero foot landscape buffer where 8 feet is required along the east property line.

Related Building Permits/Business Licenses	
02/03/09	A building permit (108886) was issued on 06/30/08 for a new retail building at 7752 North El Capitan Way. The permit was finalized on 02/03/09 with a Certificate of Occupancy issued on 01/29/09.
04/20/09	Business licenses L10-00292 and G05-01998 were issued for Beer/Wine/Cooler Off-Sale Establishment and a Grocery Store at 7752 North El Capitan Way. The licenses are still active.

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.

Field Check	
10/07/10	Staff conducted a field check of the subject site with the following observations: • The area surrounding the building was free of trash/debris • The landscaping areas were being properly maintained

Details of Application Request	
Site Area	
Gross Acres	1.72

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	TC (Town Center)	SC-TC [(Service Commercial-Town Center) Special Land Use designation]
North	Single Family Residences	TC (Town Center)	MLA-TC [Medium Low Attached Density Residential-Town Center) Special Land Use designation]
South	Undeveloped Land-Proposed Offices, Retail, Restaurant	TC (Town Center)	GC-TC [(General Commercial- Town Center) Special Land Use designation]
East	Retail Establishments, Restaurants	TC (Town Center)	SC-TC [(Service Commercial-Town Center) Special Land Use designation]
West	Undeveloped Land and a Restaurant	TC (Town Center)	SC-TC [(Service Commercial-Town Center) Special Land Use designation]

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) 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

DS

ANALYSIS

This is the first Required Review for the retail establishment with accessory packaged liquor off-sale at 7752 North El Capitan Way. Since the issuance of a business license on 04/20/09, the subject site has not experienced any Code Enforcement violation or negative police activity. Staff conducted a field check of the site and found the area free of trash/debris with the landscaping areas being properly maintained.

FINDINGS

The retail establishment with accessory packaged liquor is located within the Town Center community development district. The property and surrounding is being properly maintained. Businesses and/or residents in the area have filed no complaints regarding the use at the subject site. Staff recommends approval of this request with no further reviews.

NEIGHBORHOOD ASSOCIATIONS 36

NOTICES MAILED 720 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-39774** APN: 125-17-611-004

Name of Property Owner: Fresh & Easy Neighborhood Market

Name of Applicant: Adam Mayfield

Name of Representative: Leni Skaar

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: Mary Kasper

Subscribed and sworn before me

This 27th day of September, 20 10

C. B. Mobley

Notary Public in and for said County and State

C. B. MOBLEY
Commission # 1805919
Notary Public - California
Los Angeles County
My Comm. Expires Jul 5, 2012

RECEIVED
OCT 01 2010

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 7752 North El Capitan Way

Project Name Fresh & Easy Neighborhood Market **Proposed Use** Grocery Store

Assessor's Parcel #(s) 125-17-611-004 **Ward #** 6

General Plan: existing SC-TC proposed SC-TC **Zoning:** existing TC proposed TC

Commercial Square Footage 14,028 **Floor Area Ratio** 18.72

Gross Acres 1.72 **Lots/Units** 1 **Density** N/A

Additional Information Condition of Approval "A" of SUP-23111

PROPERTY OWNER Fresh & Easy Neighborhood Mark **Contact** Adam Mayfield

Address 2120 Park Place, Suite 200 **Phone:** (310) 867-0535 **Fax:** (310) 341-1501

City El Segundo **State** CA **Zip** 90245-4741

E-mail Address adam.mayfield@freshandeasy.com

APPLICANT Fresh & Easy Neighborhood Market **Contact** Adam Mayfield

Address 2120 Park Place, Suite 200 **Phone:** (310) 867-0535 **Fax:** (310) 341-1501

City El Segundo **State** CA **Zip** 90245-4741

E-mail Address adam.mayfield@freshandeasy.com

REPRESENTATIVE Bradshaw & Associates **Contact** Leni Skaar

Address 2815 West Las Vegas Blvd., Suite 102 **Phone:** (702) 321-5609 **Fax:** (702) 647-6924

City North Las Vegas **State** NV **Zip** 89032

E-mail Address leni.skaar@yahoo.com

Property Owner Signature* Mary Kasper

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name 9/27/10

Subscribed and sworn before me

This 27th day of September, 20 10.

C. B. Mobley

Notary Public in and for said County and State

C. B. MOBLEY
Commission # 1805919
Notary Public - California
Los Angeles County
My Comm. Expires Jul 5, 2012

FOR DEPARTMENT USE ONLY

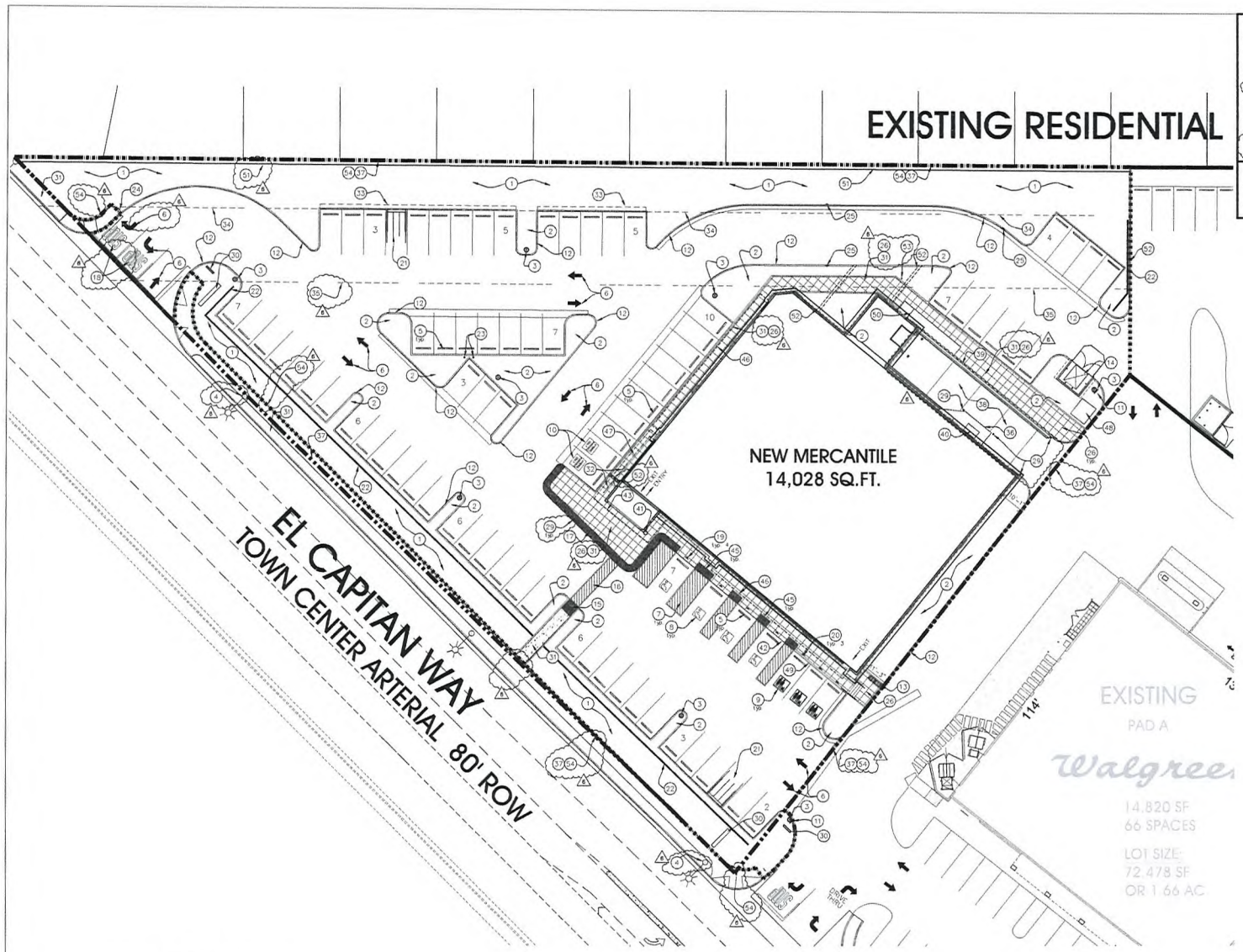
Case #	RQR-39774
Meeting Date:	11/3/10
Total Fee:	$1,050
Date Received:*	10/1/10
Received By:	

RECEIVED
OCT 01 2010
PLANNING

* 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



SITE PLAN
SCALE: 1" = 20'-0"
0 10 20 40
north

KEYED NOTES (CONT.):

46. AWNING – SEE BUILDING ELEVATIONS A3, SEE DETAIL 07/AD8
47. CART STORAGE RAILING – 1-1/2" DIA. PIPE RAIL TO 42" A.F.G.
48. NEW ELECTRICAL TRANSFORMER – REFERENCE ELECTRICAL DRAWINGS
49. "KNOCKED EDGE" – REFERENCE CIVIL DRAWINGS
50. PEDESTRIAN/DELIVERY RAMP WITH 1-1/2" DIA PIPE RAIL TO 42" A.F.G. – REFERENCE CIVIL DRAWINGS AND SHEET A3
51. NEW 8'-0" SCREEN WALL – REFERENCE CIVIL DRAWINGS
52. EDGE DRAINAGE
53. P.I.V. – REFERENCE CIVIL DRAWINGS
54. LIMIT LINE OF WORK

LEGEND

PROPERTY LINE
LIMIT OF WORK

KEYED NOTES:

1. LANDSCAPE BUFFER – REFERENCE LANDSCAPE DRAWINGS
2. LANDSCAPE MEDIAN – REFERENCE LANDSCAPE DRAWINGS
3. NEW PARKING LOT LIGHT POLE – REFERENCE DETAIL 07.03/SP1
4. EXISTING LIGHT POLE – REFERENCE CIVIL DRAWINGS
5. WHEEL STOPS – REFERENCE CIVIL DRAWINGS
6. PAINTED TRAFFIC ARROWS – REFERENCE CIVIL DRAWINGS
7. PAINTED ACCESSIBLE AISLES – REFERENCE DETAIL – 04/SP2
8. PAINTED ACCESSIBLE SYMBOL – REFERENCE DETAIL 05/SP2
9. PAINTED ADULT/CHILD PARKING SYMBOL – REFERENCE DETAIL 06/SP3
10. PAINTED HYBRID PARKING SYMBOL – REFERENCE DETAIL 11/SP3
11. CUSTOMER PARKING ONLY SIGNAGE – REFERENCE DETAIL 08/SP1
12. CAST IN PLACE CONCRETE CURB – COORDINATE WITH CIVIL
13. BIKE RACK – REFERENCE DETAIL 11/SP1
14. TRASH ENCLOSURE – REFERENCE STRUCTURAL DRAWINGS
15. CURB RAMP CROSSING – REFERENCE DETAIL 02.03/SP3
16. ACCESSIBLE PATH
17. 3' TACTILE WARNING – REFERENCE DETAIL 12/SP2
18. PAINTED TRAFFIC STOP SIGNAGE – REFERENCE CIVIL DRAWINGS
19. ACCESSIBLE PARKING SIGNAGE BUMPER POST – SEE DETAIL 10/SP2
20. PARENT/CHILD PARKING SIGNAGE BUMPER POST– SEE DETAIL 06/SP1
21. CART CORRAL – SEE DETAIL 09/SP2
22. PARKING LOT SCREEN WALL – REFERENCE CIVIL DRAWINGS
23. CONCRETE FILLED PIPE BOLLARDS – SEE DETAIL 01/SP2
24. STOP SIGN – REFERENCE CIVIL DRAWINGS
25. FIRE LANE SIGNAGE – SEE DETAIL 09/SP1, PLEASE REFERENCE CIVIL DRAWINGS FOR ALL CITY REGULATIONS
26. CONTROL/EXPANSION JOINTS – REFERENCE CIVIL DRAWINGS
27. CURB RAMP – SEE DETAIL 03/SP3
28. NOT USED
29. 6" ø CONCRETE FILLED BOLLARDS, 36" TALL @ 5'-0" O.C. U.N.O. – SEE DETAIL 01/SP2 AND 02/SPA.2
30. SIGNAGE BY OTHERS – UNDER SEPARATE PERMIT
31. NEW CONCRETE SIDEWALK – REFERENCE CIVIL DRAWINGS
32. HYBRID PARKING SIGNAGE TO BE MOUNTED ON BUILDING – SEE DETAIL 06B/SP1
33. 2'-0" VEHICLE OVERHANG
34. 20'-0" LANDSCAPE BUFFER EASEMENT
35. 50'-0" BUILDING SETBACK EASEMENT
36. 3'-0" DEEP "LEVEL" CONCRETE SLAB IN FRONT OF S.E.S. – REFERENCE ARCH FLOOR PLAN, SHT A1 AND STRUCTURAL DRAWINGS
37. PROPERTY LINE – REFERENCE CIVIL DRAWINGS
38. TRUCK WELL – REFERENCE BUILDING ELEVATIONS A3
39. 8'-0" HIGH TRUCK WELL SCREEN WALL – REFERENCE STRUCTURAL DRAWINGS
40. ELECTRICAL SWITCH GEAR – REFERENCE ELECTRICAL DRAWINGS
41. TRASH RECEPTACLE – SEE SHEET F2 FOR SPECIFICATIONS
42. FLUSH CONDITION AT CONCRETE WALK AND ASPHALT PAVING – SEE DETAIL 12/SP2
43. LINE OF CANOPY OVERHANG – SEE BUILDING ELEVATIONS SHEET A3
44. LIMIT OF CONSTRUCTION LINE – ALSO REFERENCE CIVIL DRAWINGS
45. ACCESSIBLE AISLE TACTILE WARNING RAMP – SEE DETAIL 04/SP2

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www.stantec.com

CONSTRUCTION:
Do not use drawing for construction unless initialed

No.	DATE	REVISIONS
1	7/10/08	ISSUED FOR CONSTRUCTION
2	8/22/08	DESIGN CLARIFICATION

STORE NUMBER:
LV020222NN02

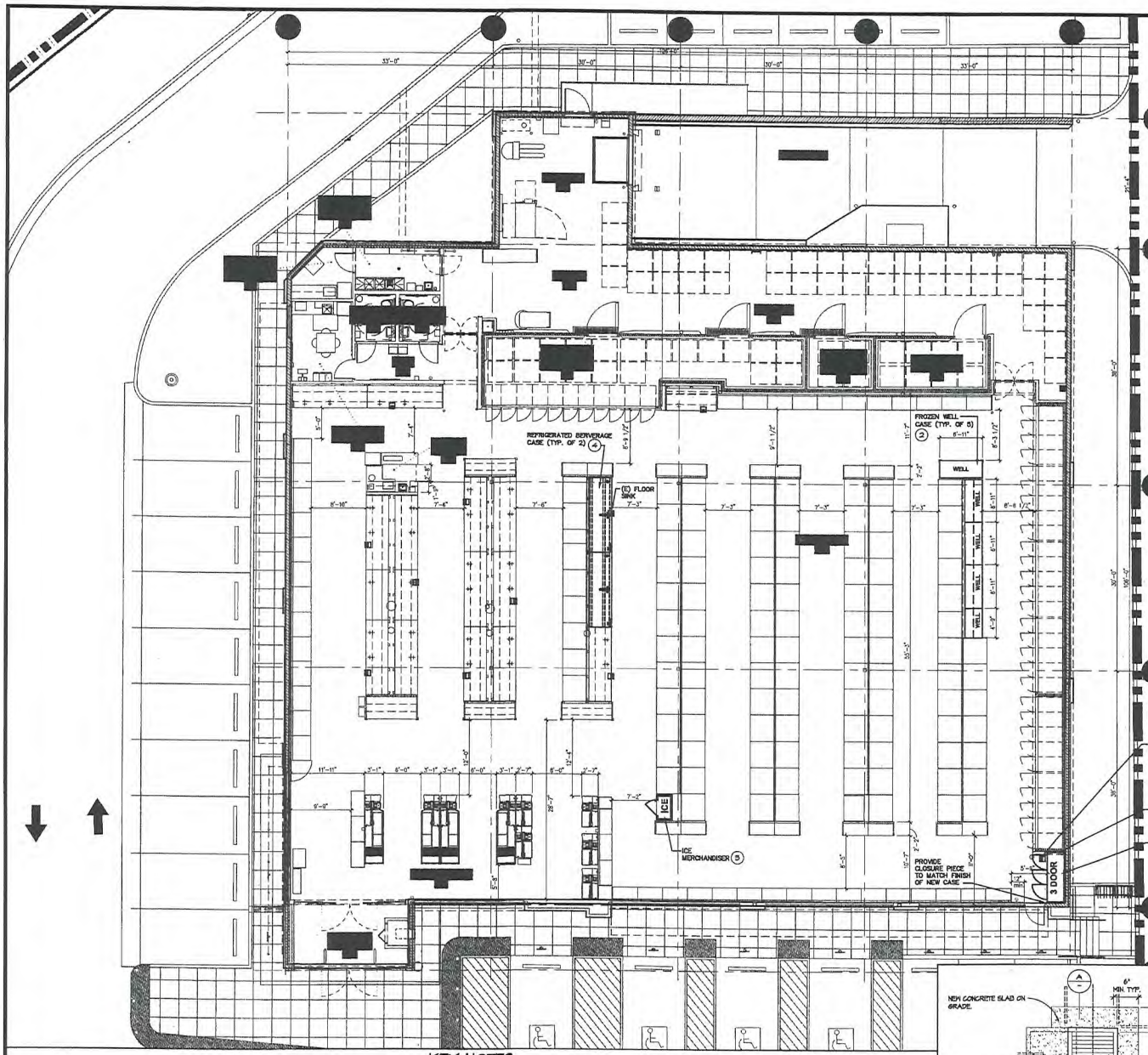
El Capitan and Durango
7789 North Durango Drive
Las Vegas, Nevada 89143

SHEET TITLE:
SITE PLAN

SPA.1

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KEY NOTES

(1) NEW 3-DOOR FROZEN CASE. CONTRACTOR TO REMOVE EXISTING ICE MERCHANDISER AND REPAIR FLOOR AND WALL AS REQ'D FOR RECEIVING NEW CASE. RELOCATE FLOOR SINK AS REQ'D, REFER TO PLUMBING DRAWINGS FOR COMPLETE INFORMATION. CONTRACTOR TO MODIFY EXISTING FIRE SPRINKLER TEST VALVE AND PIPING AND PROVIDE CLOSURE PIECE AT A GAP BETWEEN CASE AND ADJACENT WALL AS REQ'D FOR NEW CASE, IF APPLICABLE.

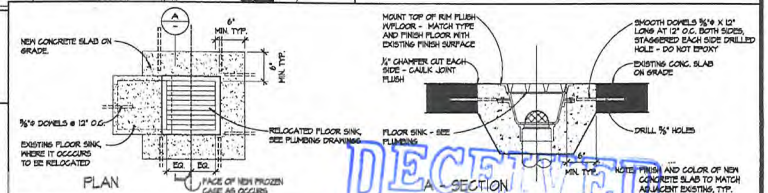
(2) NEW FROZEN WELL CASES. CONTRACTOR TO REPAIR FLOOR AS REQ'D FOR RECEIVING NEW CASES. INSTALL NEW POWER POLE AS REQ'D, ALIGNING WITH EXISTING COLUMN GRID, WHERE POSSIBLE. REFER TO ELECTRICAL DRAWINGS FOR COMPLETE INFORMATION.

(3) NEW ICE MERCHANDISER. CONTRACTOR TO REPAIR FLOOR AS REQ'D FOR RECEIVING NEW CASES.

(4) NEW 12 FEET REFRIGERATED BEVERAGE CASES. CONTRACTOR TO REPAIR FLOOR AS REQ'D FOR RECEIVING NEW CASES. INSTALL FLOOR SINK AS REQ'D. REFER TO PLUMBING DRAWINGS FOR COMPLETE INFORMATION. CONTRACTOR TO PROVIDE SAW CUT EXISTING CONCRETE SLAB, TRENCHING AND BACK FILL. NEW CONCRETE SLAB TO MATCH ADJACENT EXISTING AS REQ'D FOR NEW FLOOR SINK.

FLOOR PLAN

SCALE 1/8"=1'-0" 1



FLOOR SINK RELOCATION DETAIL

SCALE 1"=1'-0" 2

GENERAL NOTES

1. Work described in the general documents includes the furnishing of all labor, materials or equipment specified or indicated on the drawings and contained in Contract Documents or reasonably inferred there from for the construction of a complete and usable facility or portions therein.
2. Project will be constructed under a general construction contract.
3. The contractor is responsible for familiarizing himself with the contract documents.
4. The contractor shall verify all grades, levels, conditions and dimensions and shall make all necessary measurements at the job site. No extra charge will be allowed because of differences between actual measurements and the dimensions indicated on the drawings. Any difference noted shall be reported to the Construction Manager and Architect, via www.freshandeasydevelopment.com <http://www.freshandeasydevelopment.com> web site for consideration before proceeding with the Work.
5. The work under the Base Bid of the Contract/Proposal shall include all work indicated or specified within the Contract limit lines unless the work is specifically indicated as "Not in Contract", "By Owner", "By Others". No exceptions shall be made for proposals that exclude scopes of work that are defined in the contract documents.
6. The contractor is responsible for all work which may be necessary to provide and connect all water, fire line, electrical, and any other utility service to the equipment as outlined in the drawings and contract documents.
7. Immediately upon signing the Contract for Construction, the General Contractor shall sign (2) two complete sets of Drawings and Specification Manuals (for Specification Manual, signature to be applied on Table of Contents sheets thereof) as additional evidence of his understanding of the work called for with such Alternatives and Amendments as specifically mentioned in the Agreement. These shall become Contract Drawings and Contract documents. File one set with the Construction Manager and keep one set at the job site at all times during the progress of the work as the General Contractor's copy.
8. In case of a discrepancy between Contract Documents, the Architect is to be notified so a written clarification may be issued. If Architect is not notified prior to start of construction, the owner assumes that there are no discrepancies.
9. The work under the Base Bid of the Contract/Proposal shall include all work indicated or specified within the Contract limit lines unless the work is specifically indicated as "Not in Contract", "By Owner", or "By Others". Work "By Owner", "By Others" "By National Account/Direct Buy Vendors" shall be supervised, scheduled, and coordinated by general contractor. Work described in the Contract Documents includes the furnishing of all labor, materials, equipment, and services specified or indicated on the drawings and related documents, or reasonably inferred there from, for the construction of a complete and usable facility.
10. General Contractor shall cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this contract with work performed under separate contracts.

RELATED DOCUMENTS

1. The Contract Documents consist of the Owner-Contractor Agreement, the Drawings, the, the Pre-Construction Architect Survey and all addenda issued prior to and all modifications issued after execution of the Contract. A modification is either a written amendment to the Contract signed by both parties, a change order, a written interpretation issued by the Architect (SI), or other authorized representative of the Owner, or a written order for a minor (no cost) change to the work issued by the Owner's representative and copied to the Architect. Drawings may consist of Civil, Landscape (where applicable), Architectural, Structural, Mechanical, Plumbing, Electrical, Refrigeration and EMS (including fire protection) as listed in the Index of Drawings, in the Project Manual and any addendum.
2. The Drawings show the materials to be used and the form, fabrication and assembly. In all cases, measured dimensions taken at the project site shall take precedence over scaled dimensions.

WORK BY OTHERS

1. Certain items of equipment and/or elements of the construction may be excluded from the Contract for Construction, and if so, are indicated on the Drawings and identified herein. Installation thereof may be performed while the General Contractor's work progresses. The General Contractor shall cooperate with the Owner and Construction Manager to facilitate the expeditious installation of such items.
2. Other construction activities, under direct or indirect supervision by the Owner, are contemplated in the same area of work during the construction period established for this Agreement. All Contractors on the work which may begin progress during the same period of time shall have equal rights to use of the premises, and shall coordinate activities which come into conflict so as to determine the effect of his work of the additional activity, which is not part of this Agreement; and shall adequately adjust his price accordingly. No request for additional compensation for any reason, in this connection, will be considered.
3. General Contractor to coordinate, schedule and supervise work by others.

GENERAL REQUIREMENTS

1. Prior to beginning work of the Contract, the General Contractor shall meet with the Owner and/or the Construction Manager and the Architect to determine procedures regarding access to and use of the site, exterior staging and storage areas, special site conditions, and all other restrictions regarding the use of the site areas surrounding the construction.
2. General Contractor Foreman is expected to familiarize themselves with the web site and complete daily logs, photographic documentation (Arrival photo's, progress photo's, completion photo's) RFI's and all correspondence on the web site.

USE OF PREMISES

1. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period.
2. Contractor shall schedule deliveries of, National Account and Direct Buy Vendor provided equipment or materials so that the Contractor can unload and store the materials in a weather tight and secure area on site.
3. Prior to beginning work of the Contract, the General Contractor shall meet with the Construction Manager and the Architect to determine procedures regarding access to and use of the site, exterior staging and storage areas, special site conditions, and any other restrictions regarding the use of the site areas surrounding the construction.
4. The General Contractor shall endeavor at all times to maintain as low a level of construction noise and dust as possible in order not to create a disturbance in the premises.
5. Confine operations at site to areas and times permitted by pre-construction meeting and Construction Documents.
6. Do not unreasonably encumber site with materials or equipment.
   Schedule work to minimize disruption of the Owner and adjoining tenant's use of adjacent facilities.
7. Assume full responsibility for protection and safekeeping of products stored on premises and persons on premises.
8. Clean up all work daily.
9. Keep all work and trash confined so as not to encumber existing operations.

OWNER'S OCCUPANCY REQUIREMENTS

1. Store shall be in operation.

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ISSU:

EXISTING RETAIL BUILDING
MINOR REMODEL
NWC DURANGO & EL CAPITAN
7752 N. EL CAPITAN WAY
LAS VEGAS, NV 89143

FRESH & EASY
2120 PARK PL., STE. 200
EL SEGUNDO, CA 90245
PHONE (310) 341-1385

PROJECT:

fresh & easy Neighborhood Market

DRAWING TITLE: FLOOR PLAN

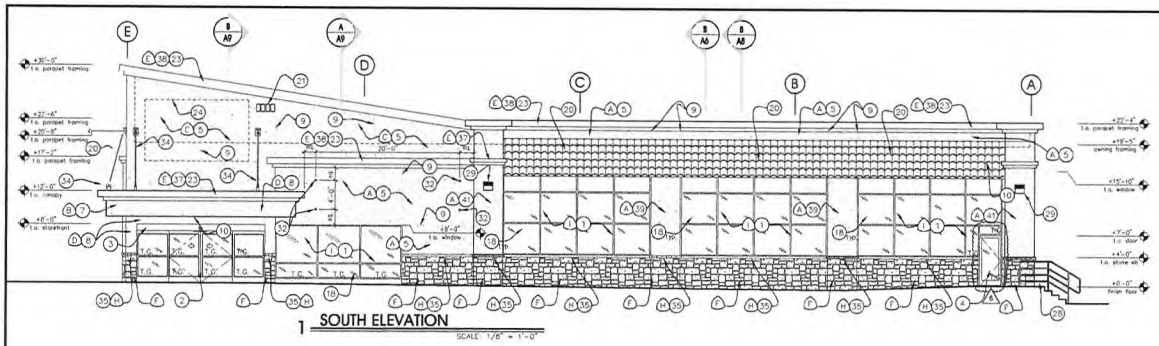
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DATE 00-00-00
STORE NO. 7102
JOB NO. 09-082
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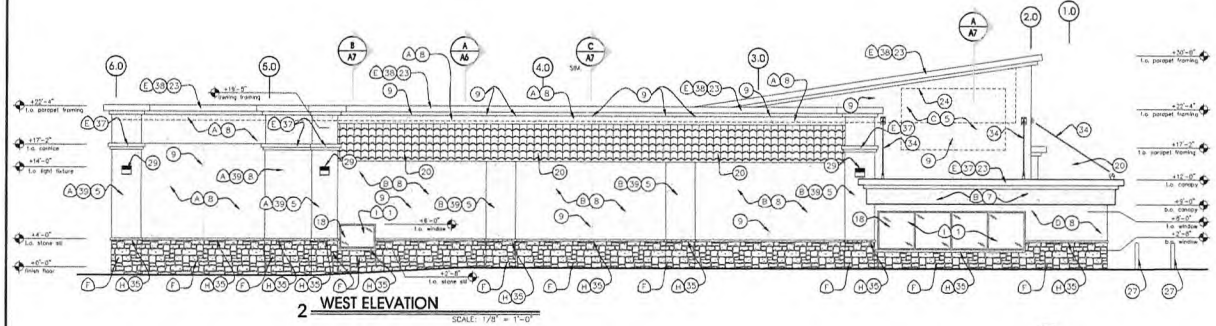
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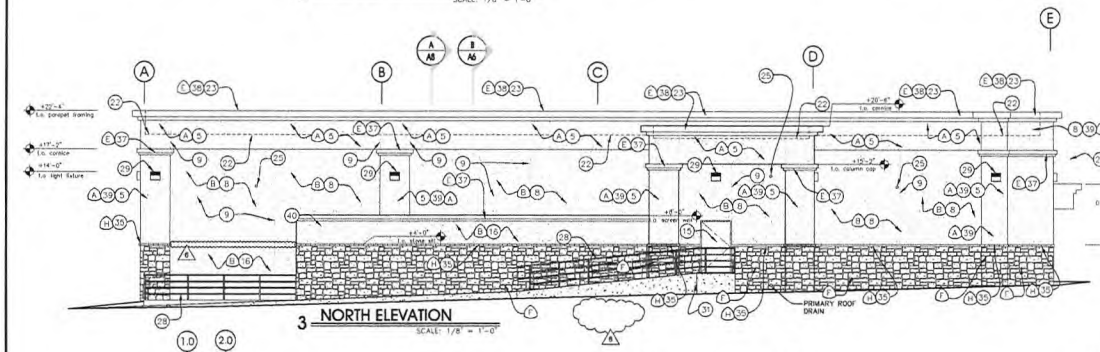
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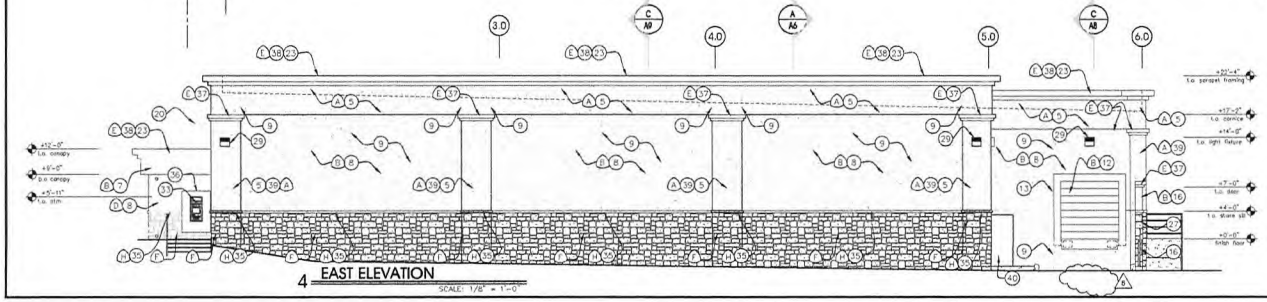
1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



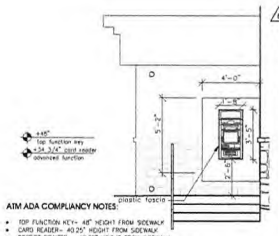
2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

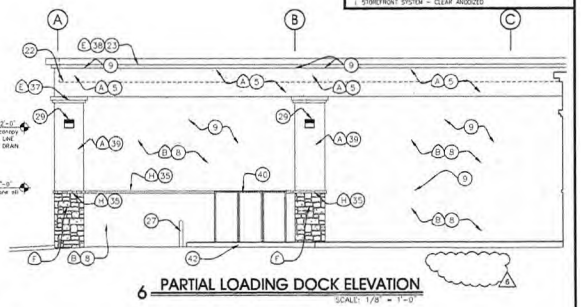


4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



ATM ADA COMPLIANCY NOTES
- TOP FUNCTION KEY= 48" HEIGHT FROM SIDEWALK
- CARD READER= 40.25" HEIGHT FROM SIDEWALK
- RECEIPT PRINTER = 40.25" HEIGHT FROM SIDEWALK
- ADVANCED FUNCTION DISPENSER = 34-3/8" HEIGHT FROM SIDEWALK

5 ATM DETAIL
SCALE: 1/4" = 1'-0"



6 PARTIAL LOADING DOCK ELEVATION
SCALE: 1/8" = 1'-0"

CONT. KEYED NOTES:

29 FULLY SHIELDED EXTERIOR WALL MOUNTED LIGHT FIXTURE – REFERENCE ELECTRICAL DRAWINGS

30 NOT USED

31 PEDESTRIAN/DELIVERY RAMP–REFER TO STRUCTURAL DRAWINGS AND SHEET SPA.2

32. 3/4" EYE BOLT FOR SIGNAGE BANNERS. – PROVIDE BLOCKING AS REQUIRED FOR CONNECTION

33. ATM MACHINE RECESSED INTO WALL – REFERENCE FLOOR PLAN – SEE DETAIL 5/A3

34. DECORATIVE WIRE CABLE – REFERENCE WALL SECTIONS

35. ADHERED CULTURED STONE SILL – REFERENCE WALL SECTIONS AND DETAIL 11/AD3

36. PLASTIC FASCIA AROUND ATM – REFERENCE ELEVATION 5/A3

37. FOAM COLUMN CAP–WITH WESTERN ONE-KOTE SYNTHETIC STUCCO SYSTEM, SEE DETAIL 04/AD3

38. FOAM CORNICE WITH WESTERN ONE–KOTE STUCCO SYSTEM– REFERENCE DETAIL 02/AD6

39. PILASTER – REFERENCE DETAIL 7/AD3

40. ELECTRICAL SWITCH GEAR CABINET– REFERENCE ELECTRICAL DRAWINGS

41. PILASTER – SEE DETAIL 08/AD3

42. THICKENED SLAB FOR S.E.S. ELECTRICAL CABINET – REFERENCE STRUCTURAL DRAWINGS

GENERAL NOTES:

1. G.C. TO VERIFY MOUNTING HEIGHT WITH ARCHITECT, PRIOR TO INSTALLATION OF ALL PERIMETER LIGHTING. (15'-0" A.F.G. TO TOP OF FIXTURE TYPICAL U.N.O.)

2. ALL STUCCO TEXTURE IS TO BE LIGHT DASH FINISH

3. SOLID GROUT OR BOND BEAM SHALL BE PROVIDED WHERE NECESSARY FOR ALL CANOPY FRAMING/LEDGER ATTACHMENTS WHERE NOT PREVIOUSLY SCHEDULED

4. GENERAL CONTRACTOR TO PROVIDE ADDRESS NUMBERS. COORDINATE SIZE, LOCATION AND BLOCKING REQUIRED BY LOCAL MUNICIPALITY.

5. ROOF TOP MOUNTED MECHANICAL EQUIPMENT WILL BE COMPLETELY SCREENED

6. EXTERIOR SIGNS TO BE SUBMITTED UNDER SEPARATE REVIEW AND PERMIT

7. T.G. – INDICATES TEMPERED GLAZING

FINISH SCHEDULE:

A. BENJAMIN MOORE PAINT – #433 "FOREST HILLS GREEN"

B. BENJAMIN MOORE PAINT – #2153-50 "DESERT TAN"

C. BENJAMIN MOORE PAINT – #2153-70 "IVORY SILK"

D. BENJAMIN MOORE PAINT – #2153-60 "IRON CREAM"

E. BENJAMIN MOORE PAINT – #2153-40 "CORK"

F. OWENS CORNING ADHERED CULTURED STONE – # CSV-2000T TYPE: COUNTRY LEDGE STONE COLOR: CARMEL SIZE: 32" x 32" REPEATABLE PATTERN SEE UL LISTING ON SHEET A3.1

G. SPANISH 'S' TILE ROOF– SEE SPECIFICATIONS

H. OWENS CORNING ADHERED CULTURED STONE SILL TYPE: COUNTRY LEDGE STONE COLOR: CARMEL SIZE: 18" x 4" x 2.5" SEE UL LISTING ON SHEET A3.1

I. STOREFRONT SYSTEM – CLEAR ANODIZED

KEYED NOTES:

1. ALUMINUM STOREFRONT WINDOW SYSTEM – 1" INSULATED GLAZING WITH LOW 'E' COATING – FINISH CLEAR ANODIZED

2. AUTOMATIC SLIDING ENTRY / EXIT DOOR – REFERENCE SPECIFICATIONS – CLEAR ANODIZED FINISH – REFERENCE DOOR SCHEDULE

3. BREAK METAL, CLEAR ANODIZED TO MATCH STOREFRONT

4. ALUMINUM STOREFRONT DOOR – CLEAR ANODIZED FINISH – REFERENCE SPECIFICATIONS – REFERENCE DOOR SCHEDULE

5. WESTERN ONE–KOTE SYNTHETIC STUCCO SYSTEM OVER PLYWOOD OVER METAL STUDS – ELEVATIONS AND SPECIFICATIONS

6. ROOF DRAIN AND OVERFLOW – REFERENCE DETAIL04/AD6

7. CANOPY – REFERENCE STRUCTURAL

8. WESTERN ONE–KOTE SYNTHETIC STUCCO SYSTEM OVER CMU BLOCK. SEE ELEVATIONS AND SPECIFICATIONS

9. STUCCO CONTROL JOINT– REFERENCE DETAIL 02/AD1

10. EXTERIOR SOFFIT LIGHTING

11. NOT USED

12. STEEL OVERHEAD DOOR – REFERENCE DOOR SCHEDULE

13. DOCK SEAL – REFERENCE SPECIFICATIONS

14. NOT USED

15. HOLLOW METAL DOOR – REFERENCE DOOR SCHEDULE

16. 8x12x16 C.M.U. RETAINING WALL AT TRUCK WELL WITH WESTERN ONE–KOTE STUCCO FINISH – REFERENCE STRUCTURAL

17. MASONRY CONTROL JOINT – REFERENCE STRUCTURAL & 02/AD1

18. STOREFRONT GLAZING TO HAVE 3M NIGHT VISION 15 WINDOW TINTING APPLIED TO INSIDE FACE

19. EXTERIOR RECESS CAN LIGHT FIXTURE – REFERENCE ELECTRICAL DRAWINGS

20. SPANISH TILE AWNING–REFERENCE SECTIONS B/A7 & B/A8 AND DETAIL 07/AD6

21. G.C. TO PROVIDE AND INSTALL ADDRESS NUMBERS – G.C. TO COORDINATE THE ADDRESS NUMBER SIZE AND LOCATION WITH GOVERNMENTAL OFFICIALS

22. DASHED LINE INDICATES BOTTOM OF ROOF DECK ELEVATION – REFERENCE STRUCTURAL

23. GALVANIZED SHEET METAL FLASHING–SNAP COPING OVER CONTINUOUS RETAINER CLIPS BOTH SIDES OF PARAPET – PAINT TO MATCH STUCCO

24. SIGN LOCATION – UNDER SEPARATE PERMIT – COORDINATE WITH OWNERS SIGN SUBCONTRACTOR – PROVIDE BLOCKING PER SIGN SUBCONTRACTOR

25. ROOF OVER FLOW DRAIN OUTLET

26. SEE LOCATION – REFERENCE FLOOR PLAN

27. 6" DIA. PIPE BOLLARD – REFERENCE DETAIL 01/SP3

28. 1 1/2" DIA. GALVANIZED PIPE GUARDRAIL 42" HIGH WITH (3) EQUALLY SPACED HORIZONTAL MEMBERS – PAINT TO MATCH WALL

NOTE:
ALL WEST, SOUTH AND EAST FACING GLAZING, INCLUDING DOORS, SHALL HAVE SURFACE APPLIED TINT PER ATTACHED SPECIFICATIONS

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Fax. 707.765.9908
www.stantec.com

CONSTRUCTION:
Do not use drawing for construction unless initialed

no.	DATE	DESCRIPTION
1	7/19/10	ISSUED FOR CONSTRUCTION
2	8/5/10	DA/GC
3	8/23/10	DESIGN CLARIFICATION

STORE NUMBER:
LV020222NN02

El Capitan and Durango
7789 North Durango Drive
Las Vegas, Nevada 89143

SHEET TITLE:
EXTERIOR ELEVATIONS

ARCHITECT'S PROJ. NO.:	DRAWN BY: MLC
APPROVED BY:	
SUBMITTED:	
SUBM. PERMIT NOTES:	REV. 3
REV. PERMIT NOTES:	
CLIENT REVIEW NOTES:	
ISSUE:	

SHEET NO.: A3

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RQR-39774 - APPLICANT/OWNER: FRESH & EASY NEIGHBORHOOD MARKET
7752 NORTH EL CAPITAN WAY

10/07/10



RQR-39774 - APPLICANT/OWNER: FRESH & EASY NEIGHBORHOOD MARKET
7752 NORTH EL CAPITAN WAY

10/07/10



RQR-39774 - APPLICANT/OWNER: FRESH & EASY NEIGHBORHOOD MARKET
7752 NORTH EL CAPITAN WAY

10/07/10

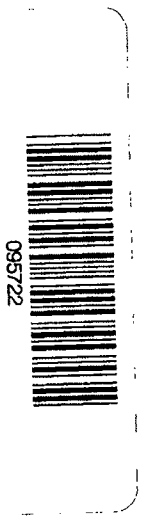
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CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

December 5, 2007

Mr. Doug Peterson
CAP-II – Farm/Durango, LLC
2325 San Pedro Drive, NE, Suite 2-A
Albuquerque, New Mexico 87110

RE: SUP-23111 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007
RELATED TO VAR-23108, VAR-23109 AND SDR-23107

Dear Mr. Peterson:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE adjacent to the east side of El Capitan Way, approximately 260 feet north of Durango Drive (APN 125-17-611-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Added Conditions:

A. There shall be a six-month review at a public hearing at City Council following the issuance of a business license.

B. Sale of distilled liquor is prohibited.

C. Delivery hours shall be 7:00 a.m. to 9:00 p.m., Monday through Saturday and Sunday from 9:00 a.m. to 6:00 p.m.

D. Store hours shall be limited to 6:00 a.m. to 11:00 p.m.

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Retail Establishment with Accessory Package Liquor Off-sale use.

2. Conformance to the conditions for Site Development Plan Review (SDR-23107) if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

RQR-39774

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. The sale of individual containers of any size of beer or wine coolers is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Jon Hardy
Drake Real Estate Services
496 Broadway
Denver, Colorado 80209

Ms. Leni Skaar
Bradshaw & Associates
3753 Howard Hughes Parkway, Suite #200
Las Vegas, Nevada 89169

RQR-39774

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 3, 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: NOVEMBER 3, 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.: **65.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 3, 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