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.

February 2, 2011

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION –
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF BLACK HISTORY MONTH
7. RECOGNITION OF FIRE STATION 6 FOR SUSTAINABLE DESIGN
8. RECOGNITION OF NATIONAL JOB SHADOW DAY
9. RECOGNITION OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT'S CRIME STOPPERS PROGRAM

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 January 5, 2011

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 Water Rights Agreement between the City of Las Vegas and the Las Vegas Valley Water District to allow the Las Vegas Valley Water District use of the City's Water Rights at Angel Park located at 100 South Rampart Boulevard - Ward 2 (Wolfson)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

14. Approval of a Change of Location for an Alcoholic Beverage Caterer License, Events Catering, LLC, dba Absolute Beverage & Spirits Service, From: 8170 West Sahara Avenue, Suite 113, To: 8290 West Sahara Avenue, Suite 158, Lynn Barbarite, 100% - Ward 1 (Tarkanian)

15. Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Dora Verastegui, dba Fremont Mini Mart, 1404 Fremont Street, Dora Verastegui, Owner, 100% - Ward 3 (Reese)

16. Approval of an extension of a Temporary Restricted Gaming License, Dora Verastegui, dba Fremont Mini Mart, 1404 Fremont Street, Dora Verastegui, Owner, 100% - Ward 3 (Reese)

17. Approval of a Change of Ownership for a Package License, From: Sam Hamika, To: The Hamika Family Trust, dba Kwiky Mini Mart, 790 North Eastern Avenue, Sam Hamika, Co-Trustee, 100% jointly with spouse and Soondis Hamika, Co-Trustee, 100% jointly with spouse - Ward 3 (Reese)

18. Approval of a Restricted Gaming License, The Hamika Family Trust, dba Kwiky Mini Mart, 790 North Eastern Avenue, Sam Hamika, Co-Trustee, 100% jointly with spouse and Soondis Hamika, Co-Trustee, 100% jointly with spouse - Ward 3 (Reese)

19. Approval of a new Beer/Wine/Cooler On-sale License, El Mambi Business Corp, dba Varadero Cuban Restaurant, 5081 North Rainbow Boulevard, Suite 100, Mary Gonzalez, Pres, Secy, 50% and Roger Dominguez, Treas, Dir, 50% - Ward 6 (Ross)

20. Approval of an extension of a Temporary Restricted Gaming License, Bells Market LLC, dba Bells Market II, 515 East Oakey Boulevard, Naseem Shoshani, Mgr, 100% jointly with spouse and James Shoshani, Managing Mmbr, 100% jointly with spouse - Ward 3 (Reese)

21. Approval of a new Burglar Alarm Service License, Advantage Security and Low Voltage Systems, LLC, dba Advantage Security and Low Voltage Systems, LLC, 500 Copper View Street, Jason Sutherland, Managing Mmbr, 100% - Henderson

DRAFT

22. Approval of an extension of a Temporary Locksmith License, Expert Locksmith, Inc., dba Expert Locksmith, 1426 East Charleston Boulevard, Ofir Ohana, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

23. Approval of a new Locksmith and Safe Mechanic License, Mr. Rekey of Nevada Corporation, dba Mr. Rekey Locksmith Services, 90 Karen Avenue, Suite B-219, Daniel Dyess, Pres, Secy, Treas, Dir, 100% - County

24. Approval of a Change of Location for a Martial Arts Instruction License, Victory Martial Arts Corporation, dba Champion Martial Arts, From: 7920 West Tropical Parkway, Suite 110, To: 7900 West Tropical Parkway, Suite 110, Karen Bratton, Pres, 100% - Ward 6 (Ross)

25. Approval of a Change of Location for a Massage Establishment License subject to the provisions of the fire code, Massage & Wellness Group Inc, dba Massage Pro, From: 5300 West Sahara Avenue, Suite 101, To: 5300 West Sahara Avenue, Suite 200, Parley Call Jr., Pres, 100% - Ward 1 (Tarkanian)

26. Approval of a Change of Business Name and Change of Location for a Massage Establishment License, Red Rock Chiro, LLC, dba From: Red Rock Chiropractic, 500 South Rancho Drive, Suite 1, To: Red Rock Chiropractic & Wellness Center, 2085 Village Center Circle, Suite 110, Margaret Colucci, Owner, 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing chiropractic business - Red Rock Chiropractic & Wellness Center]

27. Approval of a new Psychic Arts and Science License, Laurie Long, dba Lady Loreena, 6848 West Charleston Boulevard, Laurie Long, Owner 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

28. Approval of an extension of a Temporary Class II Secondhand Dealer License, TVI, Inc, dba Savers, 8530 West Lake Mead Boulevard, Kenneth Alterman, Dir, Pres; Robert Hoglund, Dir, Treas, Secy; and Joe Rooney, Dir - Ward 4 (Anthony)

29. Approval of a Change of Business Name for a Class II Secondhand Dealer License, TVI, Inc, dba From: Savers Thrift Department Store, To: Savers, 3121 North Rancho Drive, Kenneth Alterman, Dir, Pres; Robert Hoglund, Dir, Treas, Secy; and Joe Rooney, Dir - Ward 5 (Barlow)

30. Approval of a Change of Business Name for a Class II Secondhand Dealer License, TVI, Inc, dba From: Savers Thrift Department Store, To: Savers, 1100 East Charleston Boulevard, Kenneth Alterman, Dir, Pres; Robert Hoglund, Dir, Treas, Secy; and Joe Rooney, Dir - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

31. Approval of award of Agreement No. 110135-TF, Master Planning, Community Outreach and Architectural Programming Services for Westside School & Variety Early Learning Center located at 330 West Washington Avenue - Department of Public Works - Award recommended to: KME ARCHITECTS LLC ($301,600 - General Capital Projects Fund) - Ward 5 (Barlow)

HUMAN RESOURCES - CONSENT

32. Approval to incorporate the City of Las Vegas Risk Management Manual into the Safety Loss Control Manual and authorizing the Human Resources Director to make future revisions to the manual as necessary to maintain compliance with Nevada Revised Statutes Chapters 616, 617 and 618 and the Occupational Safety and Health Administration (OSHA) Rules and Regulations

PLANNING & DEVELOPMENT - CONSENT

33. Approval of Centennial History Grant funding in the amount of $300,000 to fund a master plan for the Historic Westside School and Variety Early Learning Center and Historic Preservation Plan for the Historic Westside School located at 330 West Washington Avenue– Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

34. Approval of an encroachment request from Fairway Property Advisors on behalf of Mahogany Run, Inc., owner (Rome Boulevard west of Riley Street) - Ward 6 (Ross)

35. Approval of an encroachment request from Spanish Oaks Homeowners Association, owner (Spanish Oaks Drive between Sahara Avenue and El Camino Avenue) - Ward 1 (Tarkanian)

36. Approval of a Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) to define maintenance responsibility for the storm drain being installed within Rancho Drive between Rainbow Boulevard and Lone Mountain Road as a part of the Gowan Outfall Lone Mountain Branch Rancho to Decatur Storm Drain project - Ward 6 (Ross)

37. Approval of Interlocal Agreement No. 114003 between the City of Las Vegas and the Las Vegas Valley Water District for water service for Charleston Boulevard Median Island Landscaping on Charleston Boulevard between 6th Street and Maryland Parkway ($14,789 - Public Works Capital Project Fund [CPF]) - Ward 3 (Reese)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

38. Discussion and possible action regarding the ratification of Karen Coyne as the Chief Officer of Public Safety ($150,000 + benefits - General Fund)

39. Discussion and possible action regarding the ratification of Candace Falder as Director of Finance and Business Services

BUSINESS DEVELOPMENT - DISCUSSION

40. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between ARPM Realty, Inc., and the City of Las Vegas for the purchase of approximately 4.08 acres of land located at 2400 North Tenaya Way within the Las Vegas Technology Center (APN 138-15-810-009 and 010 - Ward 1 (Tarkanian) [NOTE: This item is related to Council Item 45 (R-2-2011)]

41. Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and the Nevada Health Centers, Inc., for the development of a medical office building on approximately 2.42 acres in Enterprise Park, located at 1888 Stella Lake Street (APN 139-21-313-016) - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

42. Discussion and possible action regarding a Temporary Tavern License, Paovis Enterprises Inc, dba Fongs Garden China Mex, 2021 East Charleston Boulevard, Mercy Mejia, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

43. Discussion and possible action regarding a Six Month Review of a Temporary Work Card for Brandon Dial, db at Chef's Pantry Catering, 2215 Thomas W Ryan Boulevard - Ward 4 (Anthony)

NEIGHBORHOOD SERVICES - DISCUSSION

44. Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate $23,000 for 23 youth initiated projects - All Wards

RESOLUTIONS - DISCUSSION

45. R-2-2011 - Discussion and possible action regarding a Resolution finding the Real Property Purchase and Sale Agreement between the City of Las Vegas and ARPM Realty, Inc., concerning the proposed sale of 2400 North Tenaya Way located within the Las Vegas Technology Center, Las Vegas, Nevada, is in the best interest of the public (APN 138-15-810-009 and 010) - Ward 1 (Tarkanian) [NOTE: This item is related to Council Item 40]

46. R-3-2011 - Discussion and possible action regarding a Resolution to support any and all efforts by the State Legislature to mandate increased responsibility over the inventory of foreclosed properties in the City of Las Vegas by financial institutions that own foreclosed properties - All Wards

DRAFT

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

47. 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

48. Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

49. Bill No. 2011-1 – Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District." (TXT-39836) Sponsored by: Mayor Oscar B. Goodman

50. Bill No. 2011-2 – 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

51. Bill No. 2011-4 – Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. Sponsored by: Mayor Oscar B. Goodman

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

52. Bill No. 2011-3 – Grants to tw telecom of nevada llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the franchise agreement incorporated by reference into this Ordinance. 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.

53. Bill No. 2011-5 – Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees. Sponsored by: Councilman Steven D. Ross

54. Bill No. 2011-6– Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Sponsored by: Councilman Steve Wolfson

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

55. 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

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.

56. EOT-40578 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: OAK BROOK REALTY & INVESTMENTS II, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36552) FOR A PROPOSED 1,624 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suites #110 and #115 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

57. EOT-40580 - EXTENSION OF TIME - APPLICANT/OWNER: OAK BROOK REALTY & INVESTMENTS II, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36551) FOR A PROPOSED 1,079 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #105 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE CITY COUNCIL NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

58. RESCIND - EOT-39951 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: CHARLES & GAIL SHIELDS - Request for an Extension of Time of a previously approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). Staff recommends APPROVAL.

59. REHEAR - EOT-39951 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: CHARLES & GAIL SHIELDS - Request for an Extension of Time of a previously approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). NOTE: THIS REQUEST IS TO ADD REZONING (ZON-4635) TO THE EXTENSION OF TIME REQUEST AND DELETE THE TEXT "ON A PORTION OF" SO AS TO INCLUDE THE ENTIRE 0.96 ACRES Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

60. SUP-38534 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-38533 - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER USE (JEWELRY) WITHIN AN EXISTING 750 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

DRAFT

61. VAR-39433 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

62. SUP-39432 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65-FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

63. RQR-40547 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Required Review of a previously approved Special Use Permit (SUP-11419) WHICH ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

SET DATE

64. 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

65. 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

66. 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: FEBRUARY 2, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

SUBJECT:
INVOCATION –

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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: FEBRUARY 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF BLACK HISTORY MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF FIRE STATION 6 FOR SUSTAINABLE DESIGN

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL JOB SHADOW DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT'S CRIME STOPPERS PROGRAM

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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: FEBRUARY 2, 2011

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 January 5, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Approval of a Water Rights Agreement between the City of Las Vegas and the Las Vegas Valley Water District to allow the Las Vegas Valley Water District use of the City's Water Rights at Angel Park located at 100 South Rampart Boulevard - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas approved an Interlocal Agreement with the Las Vegas Valley Water District concerning the use of the City's Water Rights at Angel Park on May 26, 1995, which expired on November 26, 2010. This agreement will allow the Las Vegas Valley Water District's continued use of the City's Water Rights at Angel Park, specifically represented by Permits, 61282, 61283 and 61284 which diverge with the District's Well 89. Neither party has monetary or cost obligations.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Water Rights Agreement

WATER RIGHTS AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2011, between the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("District"), and the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), pursuant to the authority granted by Nevada Revised Statutes Chapter 277.180. For convenience the District and the City are referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on May 26, 1995, the Parties entered into an Interlocal Cooperative Agreement (the "1995 Agreement") regarding 133.05 acre-feet per year ("afy") of water rights owned by the City that the District put to beneficial use on behalf of the City; and

WHEREAS, pursuant to the 1995 Agreement, the City paid a portion of the construction, operation, and maintenance costs for a District-owned well to pump and put to beneficial use the 133.5 afy owned by the City; and

WHEREAS, the City effectively received a discounted water rate from the District for the City's first 133.05 afy of water use; and

WHEREAS, the 1995 Agreement expired on November 26, 2010; and

WHEREAS, the Parties desire to enter into a new agreement and continue to encourage local cooperative efforts to make the best public use of available resources and employee expertise.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties do agree as follows:

AGREEMENT

1. Definition. As used in this Agreement, the term "City Water Rights" means the 133.05 afy represented by Permits 61282, 61283, and 61284 (Certificates 14940, 14941, and 14942, respectively) which currently have a point of diversion corresponding with the District's Well 89.

2. Expiration of the 1995 Agreement. Both Parties agree that the 1995 Agreement has terminated and all conditions and terms are of no further force or effect.

3. Use of City Water Rights. Each year, the District shall make practicable and reasonable efforts to put to beneficial use the entire 133.05 afy of the City Water Rights by serving the City Water Rights to District customers within the District service area.

3.1. If at any time the District's Well 89 is unavailable to pump the City Water Rights and the District desires to move the City Water Rights to a different well, the District shall notify the City in writing, and the District shall prepare and file the required change applications at the District's expense. The City hereby allows the District to act as the City's agent when filing change applications pursuant to this Agreement.

3.2. Upon request, the District shall provide the City with pumping records for the City Water Rights.

3.3. The District recognizes that the use of the City Water Rights is a usufructuary right and does not constitute a sale or transfer of ownership or title. The City recognizes that no ownership or usufructuary right to well equipment or facilities is accrued or obtained by allowing the District's use of the City Water Rights under this Agreement or as a result of the 1995 Agreement.

3.4. The Parties agree that the District's use of the City Water Rights is in the spirit of cooperation and neither Party has monetary or cost obligations to the other Party as a result of entering this Agreement. The City will not be required to contribute construction, operation, maintenance, and/or repair costs to the District and the City will not receive a discounted water rate from the District for any of its water use.

4. Cooperation. Each Party, upon reasonable request of the other, shall take such further actions as may be necessary or appropriate in order to affect the purposes of this Agreement and to assist in matters regarding the City Water Rights. Each Party agrees to take no action to adversely affect the City Water Rights during the term of this Agreement.

5. Term. Once executed by all Parties, this Agreement shall take effect as of January 1, 2011, and continue until December 31, 2012. This Agreement may be extended by mutual written agreement of the Parties for one additional two year term.

6. Termination. Either Party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other Party.

7. Notices. If notice is required to be sent to the Parties, the addresses are as follows:

If to the City:

Real Estate & Utilities Administrator
City of Las Vegas
333 N. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106

If to the District:

General Manager
Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

With a copy to:

General Counsel
Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

8. Assignment and Delegation. The City shall not delegate, transfer or assign its interest in the City Water Rights or this Agreement without the prior written consent of the District. Any delegation, transfer, or assignment performed without the District's prior written consent shall be void.

9. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of Nevada. Any legal action will only be filed in the Clark County District Court or, if applicable, the United States District Court, Southern Division, for the District of Nevada.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Binding on Successors. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, transferees and assigns.

12. No Third Party Beneficiaries. It is mutually agreed by the Parties hereto that nothing contained in this Agreement shall be construed in any way as being for the benefit of any third party not a Party to this Agreement and no third party cause of action is created by this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts and when so executed, each such counterpart shall be deemed to be an original hereof as against any Party who has signed it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges MMC, City Clerk

Approved as to form:

_____
Deputy City Attorney
City of Las Vegas

John S. Ridilla
Deputy City Attorney

LAS VEGAS VALLEY WATER DISTRICT

By: _____
Patricia Mulroy, General Manager

Approved as to form:

_____
Dana Walsh, Deputy Counsel
Las Vegas Valley Water District

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **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: $74,060,268.71
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 01/01-01/15/11

City of Las Vegas

Summary of Cash Expenditures

For period of 12/15/10 to 12/31/10

Total Services & Materials Checks :	**$10,457,604.37**
Total Services & Materials EFT Payments :	**$3,592,024.40**
Total Wire Transfers:	**$23,384,213.90**
Total Payroll Checks:	**$12,880,489.01**
Grand Total:	**$50,314,331.68**

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 January 19, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for an Alcoholic Beverage Caterer License, Events Catering, LLC, dba Absolute Beverage & Spirits Service, From: 8170 West Sahara Avenue, Suite 113, To: 8290 West Sahara Avenue, Suite 158, Lynn Barbarite, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for an Alcoholic Beverage Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Dora Verastegui, dba Fremont Mini Mart, 1404 Fremont Street, Dora Verastegui, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Restricted Gaming License, Dora Verastegui, dba Fremont Mini Mart, 1404 Fremont Street, Dora Verastegui, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Restricted Gaming License for 15 slots.

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.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Ownership for a Package License, From: Sam Hamika, To: The Hamika Family Trust, dba Kwiky Mini Mart, 790 North Eastern Avenue, Sam Hamika, Co-Trustee, 100% jointly with spouse and Soondis Hamika, Co-Trustee, 100% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Transfer of Interest for a Package License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Restricted Gaming License, The Hamika Family Trust, dba Kwiky Mini Mart, 790 North Eastern Avenue, Sam Hamika, Co-Trustee, 100% jointly with spouse and Soondis Hamika, Co-Trustee, 100% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Transfer of Interest for a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Beer/Wine/Cooler On-sale License, El Mambi Business Corp, dba Varadero Cuban Restaurant, 5081 North Rainbow Boulevard, Suite 100, Mary Gonzalez, Pres, Secy, 50% and Roger Dominguez, Treas, Dir, 50% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

CITY OF LAS VEGAS NEVADA

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Restricted Gaming License, Bells Market LLC, dba Bells Market II, 515 East Oakey Boulevard, Naseem Shoshani, Mgr, 100% jointly with spouse and James Shoshani, Managing Mmbr, 100% jointly with spouse - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Restricted Gaming License for 8 slots.

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.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Burglar Alarm Service License, Advantage Security and Low Voltage Systems, LLC, dba Advantage Security and Low Voltage Systems, LLC, 500 Copper View Street, Jason Sutherland, Managing Mmbr, 100% - Henderson

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Locksmith License, Expert Locksmith, Inc., dba Expert Locksmith, 1426 East Charleston Boulevard, Ofir Ohana, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

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

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

1. All business vehicles will be clearly marked with business name.
2. All persons who perform the function of a locksmith or safe mechanic will wear identifiable uniforms with business name.
3. All persons who perform the function of a locksmith or safe mechanic will maintain valid work cards.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Locksmith and Safe Mechanic License, Mr. Rekey of Nevada Corporation, dba Mr. Rekey Locksmith Services, 90 Karen Avenue, Suite B-219, Daniel Dyess, Pres, Secy, Treas, Dir, 100% - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Locksmith and Safe Mechanic License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. All business vehicles will be clearly marked with business name.
2. All persons who perform the function of a locksmith or safe mechanic will wear identifiable uniforms with business name.
3. All persons who perform the function of a locksmith or safe mechanic will maintain valid work cards.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for a Martial Arts Instruction License, Victory Martial Arts Corporation, dba Champion Martial Arts, From: 7920 West Tropical Parkway, Suite 110, To: 7900 West Tropical Parkway, Suite 110, Karen Bratton, Pres, 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Martial Arts Instruction License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for a Massage Establishment License subject to the provisions of the fire code, Massage & Wellness Group Inc, dba Massage Pro, From: 5300 West Sahara Avenue, Suite 101, To: 5300 West Sahara Avenue, Suite 200, Parley Call Jr., Pres, 100% - Ward 1 (Tarkanian)

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 fire code.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name and Change of Location for a Massage Establishment License, Red Rock Chiro, LLC, dba From: Red Rock Chiropractic, 500 South Rancho Drive, Suite 1, To: Red Rock Chiropractic & Wellness Center, 2085 Village Center Circle, Suite 110, Margaret Colucci, Owner, 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing chiropractic business - Red Rock Chiropractic & Wellness Center]

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval subject to 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.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Psychic Arts and Science License, Laurie Long, dba Lady Loreena, 6848 West Charleston Boulevard, Laurie Long, Owner 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Psychic Arts and Science License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. Rates must be posted in a conspicuous place, visible to patrons, on a sign of at least 8" x 10" in size, with lettering no smaller than one inch.
2. If the licensee operates by donation or indirect method of payment, including remuneration that is at the discretion of the customer, the signage shall indicate such to the patron.
3. The rates published shall be the only rates charged.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, TVI, Inc, dba Savers, 8530 West Lake Mead Boulevard, Kenneth Alterman, Dir, Pres; Robert Hoglund, Dir, Treas, Secy; and Joe Rooney, Dir - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class 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 and subject to the following conditions:

1. Limited to the sales of used clothing and household items.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name for a Class II Secondhand Dealer License, TVI, Inc, dba From: Savers Thrift Department Store, To: Savers, 3121 North Rancho Drive, Kenneth Alterman, Dir, Pres; Robert Hoglund, Dir, Treas, Secy; and Joe Rooney, Dir - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name for a Class II Secondhand Dealer License, TVI, Inc, dba From: Savers Thrift Department Store, To: Savers, 1100 East Charleston Boulevard, Kenneth Alterman, Dir, Pres; Robert Hoglund, Dir, Treas, Secy; and Joe Rooney, Dir - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 110135-TF, Master Planning, Community Outreach and Architectural Programming Services for Westside School & Variety Early Learning Center located at 330 West Washington Avenue - Department of Public Works - Award recommended to: KME ARCHITECTS LLC ($301,600 - General Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $301,600
Funding Source: General CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant services include but are not limited to: the provision of historic preservation and programming services, community outreach services and architectural master planning services for the Westside School and Variety Early Learning Center. Funding for this project is provided by the Commission of the Las Vegas Centennial.

PCC: T. Fernandez
POC: Kelvin Haywood - (702) 888-2088

RECOMMENDATION:
That City Council approve award of Agreement No. 110135-TF, Master Planning, Community Outreach and Architectural Programming Services for Westside School & Variety Early Learning Center to KME Architects LLC in the amount of $301,600. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110135-TF
2. Certificate - Disclosure of Ownership/Principals

MASTER PLANNING, COMMUNITY OUTREACH AND ARCHITECTURAL PROGRAMMING SERVICES AGREEMENT
FOR
WESTSIDE SCHOOL & VARIETY EARLY LEARNING CENTER

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) 229-2091**, and **KME ARCHITECTS**, (the "Consultant"), a **Limited Liability Company**, whose address is **231 West** Charleston Boulevard, Suite 140, **Las Vegas Nevada, 89102**, and fax number is **(702) 888-2088**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Westside School** & Variety Early Learning Center (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 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 sub consultant 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 sub consultant 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 ***Sub consultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a sub consultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each sub consultant agreement a provision that:

(i) the Consultant agrees to pay the sub consultant 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 sub consultant services until payment has been made by the City. If the City has paid the Consultant for the sub consultant services, the sub consultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory

paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or

answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned

documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions,

decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or

employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall

have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

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

Robert S. Sylvain 1-11-11
Deputy City Attorney Date

CONSULTANT

By_____
Kelvin Haywood, President, KME Architects

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 DESCRIPTION

100.2.1 It is understood by the parties to this Agreement that the Project definition is going to be developed during the course of the work of this Agreement and that little information may be currently available upon the signing of this Agreement. The projected description and scale of the Project upon signing of this Agreement is:

100.2.1.1 Project Type and Description: Both the Westside School and the Variety Early Learning center addressed as an entire campus.

100.2.1.2 Site Address, Parcel Number, Location: Areas bounded by Jefferson Ave, C Street, D Street and Washington Ave. 990 D Street, 1050 D Street, and 330 W Washington Ave. Parcel #139-27-211-053, 058, 059, and 060

100.2.1.3 Gross Site Acreage: 4.74 Acres
100.2.1.4 Gross Building Size: TBD (To be determined)
100.2.1.5 Anticipated Use: TBD
100.2.1.6 Construction Cost Budget: TBD

100.2.2 Should the preceding projected site or building sizes change during the course of the work by less than fifty percent (50%), the Consultant shall continue to provide the scope of services without additional compensation or reduction in fee.

100.2.3 Should any of the preceding projected site or building sizes change during the course of the work by fifty percent (50%) or more, or the project type or location be revised, the Consultant may make an Additional Service request to the degree that the Consultant can demonstrate additional work is required due to the change, and the City may make seek a reduction in fee to the degree that the City can demonstrate a reduction in the work required.

100.3 SCOPE OF SERVICES

100.3.1 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 this Project develops. If increased scope or workload is encountered, the Consultant is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

100.4 GENERAL REQUIREMENTS

100.4.1 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.

100.4.2 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.

100.4.3 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. Prior to each submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all City review comments, and coordination within and between design disciplines.

100.4.4 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 document, drawing number, or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement. Historically significant structures to conform with Federal Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings

100.4.5 STANDARDS. All work shall be in 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.

100.4.6 RESPONSIBILITY. No disclaimers are allowed on any documents, except as specifically authorized by the Owner in writing. The Consultant agrees that no approval of pre-design programming and site analysis, schematic design, pre-project planning, or study deliverables by any person, body, or agency shall relieve it of the responsibility for the adequacy, fitness, suitability, and correctness of the study prepared in accordance with sound and accepted principles applicable to the study.

100.4.7 MEETINGS. Throughout the phases of the Project, participate in regularly scheduled weekly meetings 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 five days following each meeting. The consultant requires attendance and participation during community outreach meetings on a regular basis.

100.5 DEFINITIONS

100.5.1 "Pre-Project Planning" as used herein is the process of developing sufficient strategic information with which the City can address risk and feasibility of options, determine costs and commitment of resources, make applications for funding or other agency participation, and utilize as the basis for subsequent Project Phases.

100.5.2 "Construction Cost Budget" as used herein is the cost to construct the Project. The Construction Cost Budget includes the cost of construction labor, materials, and equipment furnished, contractor insurance and bonding, construction general conditions expenses, and the contractor's overhead and profit, but excludes the cost of construction change orders and other construction cost impacts encountered after award of the construction contract. An estimate of the Construction Cost Budget during the course of the design may include designer, scope, estimating, market factor, price escalation, and other contingencies as appropriate to the level of Project definition to account for anticipated costs including unknown and undefined Project elements, and the potential cost of identified but unmitigated Project risks. An estimate of the Construction Cost Budget is a prediction of the lowest bona fide construction bid received at the scheduled bid opening.

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

100.5.4 "Total Project Cost Budget" is the entire expense required to achieve the completion of the Project and includes the Construction Cost Budget plus the cost of construction change orders, compensation of the Consultant and other consultants, the cost of land, financing costs, interest payments, permits, utility fees, inspections, printing bid and construction documents for construction, the City's construction management oversight, surveys and reports, testing, commissioning, constructability and value engineering reviews, the City's internal labor, site signage, furnishings, furniture, and equipment.

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 INFORMATION PROVIDED BY THE CITY

101.2.1 The following information is being furnished by the City for inclusion in the report(s). The Consultant can rely on the accuracy of this information and has no responsibility other than including it in the proper location in the report(s):

101.2.1.1 Total Project Cost Budget.
101.2.1.2 Proposed Project Schedule and Funding Plan.

101.2.2 The following information is being provided by the City to assist the Consultant in the performance of the Agreement. The Consultant can rely on the accuracy of this information for the purpose of this Agreement:

101.2.2.1 City Design Standards.

101.2.3 The following information is being provided by the City for review and verification by the Consultant. The Consultant is responsible for determining the current accuracy, correctness, or soundness of this information:

101.2.3.1 As-built and construction drawings, if any exist.
101.2.3.2 Any other information required to complete the work, if readily available to the City, which is not in the Consultant's Scope of Services.

101.3 ADDITIONAL OBLIGATIONS BY THE CITY.

101.3.1 The City shall:

101.3.1.1 Arrange and provide for access for the Consultant to enter upon public and private property as required to perform their services.
101.3.1.2 Provide review comments to be incorporated into the documents.
101.3.1.3 Acquire any required rights to the Project site or air rights to adjacent sites as deemed necessary by the City.
101.3.1.4 Designate a management team to conduct meetings, oversee the Pre-Project Planning work, review concepts and designs, issue responses on behalf of the City, administer contractual provisions, and to work with the Consultant to achieve an acceptable strategic plan, refined Program and Schematic Design.

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 Programming and Site Analysis Phase

102.1.2 Schematic Design and Master Planning Phase

102.1.3 Pre-Project Planning Study, to be prepared upon successfully completing and incorporating the preceding phases of work.

102.1.3.1 Utilities. Provide all research, coordination, and meeting representation for utility survey, capacity, and preliminary project design analysis of all utilities required for the Project. Applications for service are not anticipated as part of the work of this Agreement.

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

102.1.4.1 CPM NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works (CPM), 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, Planning Department and Department of Public Works 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 of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. 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.

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

102.1.4.3 HABS Report HABS consists of four varying levels of documentation. The consultant shall provide Level 1 documentation which is the highest degree of required documentation including full measured drawings, large format photographs of both the interior and exterior of the building, and history narrative. Work will be completed in accordance with *The Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation.*

As part of the HABS submittal, the consultant will include one (1) original photo data set, one archival photocopy set, three (3) bound copies, and one (1) electronic copy (pdf) on CD. This will be delivered to the City for the City's internal recordation or for submission to the Library of Congress.

The Consultant will field verify existing plan and elevation dimensions of the 1923 Las Vegas Grammar School No. 1 building and the 1948 Classroom Addition building. Destructive testing or investigation will not be required. Field investigation will need to be conducted to complete the documentation. Field work will also include field photography, an assessment of the existing conditions, character-defining features, and architectural integrity. These items will be included in the HABS report.

The Consultant will research the history of the Las Vegas Grammar School and gather documentation according with *The Secretary of the Interior's Standards for Architectural and Engineering Documentation: HABS/HAER Standards.* The Consultant will utilize all existing background information provided by the City including, but not limited to the National Register of Historic Places nomination form, existing site records, school files and records, personal interviews, oral histories, existing videotapes, historic photographs, and news articles as part of the research to produce the HABS written documentation.

The Consultant will provide HABS Level 1 large format photographs of the site in accordance with *HABS/HAER Photographs Specifications and Guidelines.* A total of 20 photographs of the exterior views as well as interior photographs will be included. At least one exterior view of each building will include a scale stick per HABS standards. Two sets of archival processed 8 X 10 prints will be provided with the Final HABS submittal along with sleeved large format negatives. Photographs and negatives will be labeled in accordance with HABS standards and provide a corresponding photo key.

Supplemental photographs will be taken using a high-resolution digital camera. Supplemental photographs may include site photos, photographs of other on-site buildings or equipment, and additional views of the documented buildings. An estimated total of 25-30 supplemental photos will be submitted with the HABS documents. These photos will be printed on bond with photo captions describing the views. A photo key for the supplemental photos will not be included.

The Consultant will provide:
Level 1 historical and descriptive narrative of the Westside School. Written documentation will include:

- History and description of the 1923 Las Vegas Grammar School No. 1 building and the 1948 Classroom Addition building.
- Research methodology.
- Name and date of research.
- A list of sources.

The HABS written documentations will be prepared in accordance with the National Park Service, *Historic American Buildings Survey Guidelines for Historical Reports.* Written histories will place the site and related structures within the appropriate context, addressing both the historical and the architectural aspects of its significance.

102.2 PROGRAMMING AND SITE ANALYSIS PHASE

102.2.1 Upon authorization by the City to Proceed with the Programming and Site Analysis Phase, the Consultant shall:

102.2.1.1 SITE SURVEY. Prepare a boundary and topographic survey for the Project.

102.2.1.2 GENERAL REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

102.2.1.3 PROGRAM. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare a program analysis for the City's approval detailing all goals, needs, spatial requirements, relationship matrices, adjacencies, special performance requirements, fixed fixtures, and bubble diagrams. This work is to be independent of the site conditions.

102.2.1.4 LEED CREDITS REPORT. In meetings with the City Representative and stakeholders the Consultant shall analyze, recommend, and report the potential LEED Credits to pursue for certification.

102.2.1.5 SITE ANALYSIS. Analyze the site conditions affecting the Project including but not limited to ownership verification, utilities, drainage, surrounding uses, applicable Federal acts, site history, access, traffic, condition of existing improvements and vegetation, historic restoration, and site issues affecting Project schedule.

102.2.1.6 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the program analysis, and site analysis. Incorporate the City's review comments.

102.2.1.7 SUBMITTAL. Provide a formal Programming and Site Analysis Submittal, which includes the program analysis, site analysis, and probable Cost Estimate. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Site Analysis Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

102.3 SCHEMATIC DESIGN PHASE

102.3.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

102.3.1.1 REVIEW. Review the program, schedule and probable Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City and advise the City of any problem issues.

102.3.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and probable Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design and construction of the Project. **A maximum of TWO functional and varied design alternates will be required.**

102.3.1.3 LEED CREDITS REPORT. Update the list of LEED credits being pursued.

102.3.1.4 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives to confirm the feasibility of the Project program and design.

102.3.1.5 SPECIFICATIONS. Prepare schematic level outline specifications.

102.3.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the alternative designs, specifications, and probable Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

102.3.1.7 SITE DEVELOPMENT PLAN REVIEW. Based on the City's selected design alternative as further development into an approved schematic design, provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project. Incorporate comments and requirements into the design.

102.3.1.8 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project, the outline specification, and a revised Construction Cost Estimate. Provide six (6) copies of the documents from this phase.

102.3.1.9 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Incorporate the City's review comments in the Pre-Project Planning Study.

102.4 PRE-PROJECT PLANNING STUDY

102.4.1 DRAFT. Provide a draft copy of the study for the City's approval and comment. Incorporate comments and add materials as directed by the City until the draft is approved by the City for final printing.

102.4.2 FINAL. Provide:
102.4.2.1 Ten bound copies,

102.4.2.2 One clean unbound reproducible copy, and
102.4.2.3 One compact disk (CD or DVD) in PDF (Adobe Acrobat) format
of the final approved Pre-Project Planning Study using the following format, in a manner and at a level of detail appropriate for the Project's type, complexity, size, and site characteristics.

102.4.3 CONTENTS.

1. Table of Contents
2. Executive Summary
3. Project Analysis
    a. Project Description
    b. Project Scope
    c. Background
    d. Expected Use and Users
    e. Analysis
    f. Project Implementation Plan
4. Program Analysis
    a. Programmed Activities, Occupants, and Uses
    b. Relation Matrices
    c. Common Area Space Program for Building Projects
    d. Exterior Space Program and Requirements
    e. Special Performance Requirements
    f. Future Growth
5. Site Analysis
    a. Existing Conditions and Suitability
    b. Evaluation of Site to Meet Requirements
    c. LEED Credits being pursued
6. Project Cost Estimate
    a. Total Project Cost Budget (provided by City)
    b. Proposed Project Schedule and Funding Plan (provided by City)
    c. Proposed Construction Cost Estimate
    d. Design Assumptions
    e. Estimating Assumptions
7. Operations and Maintenance Impacts
8. Design Documents
    a. Program Bubble Diagram(s)
    b. Site Analysis Diagram(s)
    c. Schematic Design Site Plan and Elevation Drawings
    d. Outline Specifications
9. Appendix
    a. Reference codes, standards, guidelines, prior studies, completed similar project documentation.

102.4.4 DESCRIPTION OF STUDY SECTIONS

102.4.4.1 EXECUTIVE SUMMARY. The executive summary section presents essential and high-level information about the Project. It summarizes material that is presented in the subsequent sections related to the purpose and function of the Project, description of project type, size (e.g., gross square footage, number of floors, etc.), location, recommended project delivery method, and probable Construction Cost Estimate and Total Project Cost Budget (provided by City). **The information contained in the executive summary should not require a technical background to understand.** Significant unresolved or incomplete issues to be addressed in subsequent project activities (such as plans to prepare an environmental impacts report) should also be identified.

102.4.4.2 PROJECT ANALYSIS. The project analysis section describes the scope of the Project, provides background information, documents the Project need, identifies alternatives considered to meet the need, and presents how the proposed solution meets those needs. The project analysis section should discuss the following topics as appropriate to the Project:

Project Description
- Project Sponsor Name - Name of City department requesting the Project.
- Project Title – Provided by the City Representative.

· Contacts - Name, title, telephone, and email address of Project Sponsor and City Representative.
· Consultant Contacts – Firm, address, telephone, and email address of key consultants conducting the Pre-Project Planning Study.

Project Scope
· Mission - Brief mission statement of the sponsor department as it relates to the requested facility.
· Goals and objectives - Describe the specific goals and objectives that will be met by the Project.
· Design Philosophy - Brief statement of the reasoning for the type of design recommended in the document. For example, if the building is an addition to an existing building, the design should complement the existing structure. If the building is a new building on an existing site, is the intent to conform to previous buildings or to create a "flagship" building?
· Organizational Culture - What type of culture is supported and fostered by the facility (e.g., open vs. secured, formal vs. informal)?
· Operational Intent - Brief statement on the operational intent of the Project. For example, will it be open twenty-four hours a day, seven days a week, or eight hours a day for weekdays only? Will it be open to the general public, clients, or restricted to state employees? What type of organizational culture should the facility support?

Background
· Existing Facilities - Description of any other existing facilities that will be directly or indirectly affected by this Project (amount of freed up space made available by relocation to proposed facility, addition to an existing facility, renovation to or demolition of an existing facility, changes in egress to adjacent facilities, etc.).
· Proposed Project's relationship to sponsor department, strategic goals, and master plans.
· Previous Action Taken – Provide history of Project planning. Describe if the Project is in the City's current five-year capital plan. If not, provide a short explanation.

Expected Use and Users (staff, visitors, clients, public, etc.)
· Describe the proposed uses of the facility (i.e., classroom, office, etc.) and the type, daily and peak number of intended users and occupants by category (i.e., by City employees, general public, department clients, students, etc.).

Analysis
· Purpose of the Project - Problem Statement - A description that defines the specific problem or objective that creates the need for the Project. The Project should be consistent with the function, objectives, and policies of the department and the City.
· Project Proposal - Solution - Describe in brief and accurate detail the proposed solution to the problem and quantify how the proposed Project meets those short term and long range objectives. Identify the total Project cost and anticipated Project milestones, including anticipated date of completion. Include a discussion of the major Project/funding milestones planned for the proposed Project.
· Alternatives Considered - A brief description of major alternatives considered and the reasons for rejecting alternatives not recommended, such as renovation *vs.* new construction, building layouts, or program reconfigurations.
· Participating Organizations - List any other state, federal, or local agencies or public or private sector organizations directly affected by, or potentially involved in this Project related to implementation, reviews, approvals, use, or funding.

Project Implementation Plan
In addition to the pre project planning phase being used to develop key Project information, such as the Project scope and program requirements, site analysis, and cost estimates, another critical aspect is to pull all this information together in a Project implementation plan. The Project implementation plan presents how the Project is expected to be managed and funded, and its overall schedule. Much of this information will be provided to the Consultant by the City.
· Management Plan
- Management Organization - This section describes the City's proposed intent in regards to the management of the design and construction of the Project. Roles and responsibilities between the City sponsor and stakeholder agencies should be noted such as CDBG, RTC, and RFC funding requirements, as well as if the Project is going to be managed by CMP or others. Any costs for special consultant services should be included in the Total Project Cost Budget.
- Methods of Accomplishment - Identify the proposed project delivery method to be used. If an alternative to the traditional design-bid-build delivery method is proposed, identify the alternative project delivery method recommended and the rationale and basis for its selection. The selection of an alternative delivery method may influence the Project cost, schedule, and timing of required funding actions. Discuss how building commissioning will be performed.
Schedule
A reasonable milestone and duration master schedule for the Project, including, design, and construction. The schedule should be compatible with the recommended Project delivery method. Overly optimistic compaction of design or construction phases due to unrealistic schedule durations or unlikely funding actions should be avoided.

The Project Analysis section will require the direct participation of the City Representative and Project sponsoring staff to present a clear and comprehensive overview of the Project consistent with the implementation plans.

102.4.4.3 PROGRAM ANALYSIS. The programming activity defines the complete and specific needs of the user translated into facilities terms. The program will identify the requirements of all architectural spaces, equipment, and any special needs which define the Project and will be included in the eventual design of the facility. This includes defining the Project's functional needs, interior and exterior functional requirements (including space sizes, contents, activities), and relationships. A project program serves not only as a basis for design and a source of information about the Project, but is also the basis to develop the Construction Cost Budget.

The program analysis may be the most extensive and most important section of the study. The requirements should not be unnecessarily restrictive in nature, but should clearly and directly express the existing and future potential needs of the agency. Consultants likely will be needed to conduct or assist in the program analysis. However, it is important that the sponsor be heavily involved in the process by providing initial guidance and information and then actively involved in the review of the analysis. All final decisions should be made by the sponsor.

The City has established guidelines for the allocation of space for various workstation types. The Design Standards prepared by the City contain instructions for their application. Consultants preparing design documents should follow these standards. If Project specific space, parking, telecommunications, or other standards are used, they should be referenced in this section and explicitly included in the report Appendix. The program describes the scope (what, and how much) and quality (the level of performance and amenity) to be accommodated. Scope, quality, and site conditions are key factors in establishing the Project cost. Programming and costing should be seen as both simultaneous and reciprocal and may involve several iterations as trade-offs and alternatives are developed and considered.

Programmed Activities, Occupants, and Uses

For building projects, prepare a space requirement information outline and room/space data sheet for each room. For parks and other projects without significant enclosed building spaces, prepare similar information data for each activity and use area on the site. Consultants are free to use any consistent format for this information. It should generally cover the following level of detail:

1. Use/Functional Component (Div., Dept., Etc.)
2. Name of space
3. Total number of rooms/spaces like this
4. Occupants per room/space
5. Purpose
6. Desired NSF floor area
7. Architectural features
    a. Ceiling height
    b. Suggested materials for Floor, Walls, Ceiling
    c. Acoustical requirements (special)
    d. Lighting requirements (special)
    e. Other special requirements
8. Relationship to other areas
9. Fixed equipment
10. Loose equipment and furniture
11. Codes and regulations; constraints/requirements
12. Comments

Relation Matrices

For both building projects and non-building projects, to assist the future Project designer in maintaining functional layouts during the development of the design, record preliminary information about the ideal arrangement among the programmed activities. Based upon information gathered from future facility users and their current representatives, convert desired proximity relationships into an affinity matrix capable of indicating at a glance whether activities should be adjacent, close, neutrally-placed or remote from one another.

Loose Equipment and Furniture

From the programmed space data sheets, total the loose equipment and furniture needs, cost estimate and included in the Total Project Cost Budget. Costs need to be estimated within the Project schedule at the time of purchase, not current costs.

Common Area Space Program for Building Projects (Building Efficiency)

List common spaces and areas in the approved schematic design that are not part of the net assignable space program, such as walls, columns, mechanical chases, electrical and communications risers, air handler rooms, vestibules, corridors, main restrooms, stairs, elevator shafts and equipment rooms, custodial closets, electrical and communications closets, and main mechanical and electrical rooms. Include in this listing the NSF floor area and requirements for each common area space. Total the common area for the Project and

compare to industry standard efficiency factors for similar building type and size; reference the industry standard source used in this section or the appendix.

Exterior Space Program and Requirements
Often-overlooked aspects of a new building project are requirements outside of the exterior of the building. These may include parking spaces, access and circulation roads, sidewalks, entrance plazas, lighting, fencing, landscaping, and signage. Specific exterior items should be identified and quantified in this section of the report, and also included as part of the Construction Cost Estimate.

Special Performance Requirements
Architectural style, use of materials and detailing may be important considerations during design, and they should be addressed during pre-project planning to a reasonable extent and incorporated in the Construction Cost Estimate. Any issues which relate to historical districts or landmark building status (in the case of a renovation) should be documented, along with the restrictions that will be placed on the Project and the processes and/or agencies involved in securing approvals for the Project.

Future Growth & Phasing
Identify design measures and features that allow for future growth and change. Identify elements subject to probable change, both in the short and long term. Assess probabilities of change and indicate where expansion, contraction, or alteration should be provided in design. Provide a phasing plan analysis for large projects and projects that anticipate funding to be apportioned over time.

102.4.4.4 SITE ANALYSIS. The study should clearly present how the site analysis findings impact and are incorporated into the Project's scope and cost estimate.

Existing Conditions and Suitability
The determination of the site suitability for the program requires an analysis of the following site-specific needs and may include:
- Land use, ownership, control (provided by City)
Verification of the property ownership, control, and deed restrictions (provided by City)
- Economic Value (professional appraisals, if required, will be provided by the City)
- Site history and cultural factors to the extent of previous uses of the site.
Archeological sites in the immediate area (provided by City)
- Physical Issues
Topography, categorize existing conditions, use existing information to determine risk of construction on site.
Geo-technical/Soils, categorize soils in area, (provided by City)
Perform limited soil borings and soils investigation necessary to analyze conditions present in area where the proposed Project is physically located. (provided by City)
Make preliminary determination of bearing capacity of soil.
Identify unstable, expansive, caliches soils, and fill materials.
Review surface drainage, storm water, and groundwater characteristics
- Utility Systems Survey of Availability, Compatibly, and Existing Capacities
Water
Sewer
Gas
Electricity
Telephone
Cable
Other
- Environmentally Sensitive Conditions
Steep Slopes
Riparian washes, springs, wells, wetlands
Protected species and critical habitats, tortoise, bear poppy, etc.
Other
- Hazardous Materials - Review title and site records for history of underground or surface storage of hazardous materials such as:
Asbestos-containing materials
Lead paint
Toxic waste
Underground storage tanks
Due diligence survey to determine previous environmental contaminants
- Site Boundary and Topographic Survey
- Regulatory Factors

Zoning codes, verify proper General Plan and Zoning classifications
Use Permits
- Building Codes and Requirements
Local codes or special code needs, ADA
Conduct a preliminary review with the Building Department of the schematic design to determine feasibility of the plan and issues to be addressed in the final design.
Adverse cost impacts
Historical restoration requirements
Any delays that may be imposed in the design or construction phase

Evaluation of Site to Meet Requirements
The evaluation of the site to ensure compatibility with all elements of the Project and program to include the following issues as appropriate and applicable to the Project:
- Information to support determination if the Project may significantly adversely affect the quality of the environment and if an environmental effects reports is required.
- Building footprint(s)
- Configuration of the building
- The site coverage of the building, parking and other impervious areas
- Suitability of soil to support proposed building
- Degree of earthwork and grading required for the Project
- Vehicle access, parking, circulation, and delivery
Set by zoning ordinances, Design Standards, and other regulations
- Circulation and Open Space Requirements
- Special Constraints and Requirements
Utility easements
Set backs
Rights-of-way
Need for retention/detention ponds
Flood areas
Environmental
Historical/Archeological
Ecological preserves
Other
- Access Issues
Site Accessibility, ADA, CAT Bus stops
Impact of Project on traffic flows
Identify required improvements
Identify rights-of-way or additional land that may be needed to provide access to the site
- Utilities
Identify type, capacity, and tie-in requirements for all utilities
Water
Gas
Telephone
Electricity
Cable
Sewer
Other

102.4.4.5 PROJECT COST ESTIMATE

The probable Construction Cost Estimate must pull together the program requirements, site conditions, and Project/facility design assumptions to develop the estimate. Although the potential cost magnitude of the Project must be kept in mind throughout the process, the detailed schematic design Construction Cost Estimate should not be prepared until other portions of the study have been completed, and should take into consideration all of the scope elements and site conditions of the proposed Project.

Total Project Cost Budget
Provided by City.

Proposed Project Schedule and Funding Plan (Provided by City)
The Project schedule for the remaining phases of the work through completion and use of the facility will be provided by the City Representative for inclusion in the study, together with the fiscal year funding plan required to accomplish the work schedule. It must be clear to a reader of the study that this schedule is a proposed schedule, dependent on timely funding of the work, and that should the proposed schedule for completion be delayed for funding or any other cause, the **Project costs will increase from those shown in the study**. Accordingly the schedule should provide for a reasonable number of unknown delays and not be overly optimistic. Provide a funding plan and cost estimate for each phase of phased projects.

Construction Cost Estimate
Provided by Consultant.

Design Assumptions
Building assumptions, such as architectural treatments, building systems/components, and any special accommodations (i.e., security, parking, environmental constraints, etc.) not previously identified should be defined and documented in this section. The objective is to understand and document the assumptions and associated cost impacts that are used for the basis of the Construction Cost Estimate.
This section should describe the assumptions used in preparing the cost for each item in the category, defend more expensive choices and discuss any trade-offs that were considered (i.e., sloped *vs.* flat floor, or standing seam *vs.* built-up roof, etc.).

Estimating Assumptions
State the relative accuracy of the estimate, such as +50% to -30%, or +10% to -10%, and the logic and industry standard reference for stating the particular percentage of accuracy.

The assumptions made by the Consultant, professional estimator, and the City related to the Construction Cost Estimate and the Total Project Cost Budget need to be detailed for the reader, such as the following:

- Construction cost escalation rate, reasons for using this percentage, local historical references, and reasons for any variation between the City and Consultant's estimator and the rationale for the numbers used in the budget. (The construction cost escalation is used to escalate the construction estimate from current year dollars to the mid-point of the construction period per the Project's schedule. The mid-point of the construction phase is used rather than the bid opening date since this should provide a more accurate estimate of the contractor's actual escalated costs due to him buying half of his labor and materials prior to the mid-point and the remaining half after the mid-point. For projects in construction less than a year, the difference is minimal, but on large projects spanning several years, using the mid-point rather than the bid date is significant.)

- Design contingency, logic for using the percentage used. (Because space and specification assumptions may be revised during the design phases, the use of a "design contingency" may be appropriate, generally at a rate not to exceed 10% total cost. This design contingency is also used to cover items that are in the designer's mind but not yet put down on paper for the estimator to see and include in the cost, therefore it is generally shifted and "used up" over the course of the design as the contingency is reduced and the known construction costs are increased to cover these items.)

- Estimating contingency, logic for the percentage used for this stage of the Project's development. (Estimating contingencies account for the relative development of the project program definition, unknown site conditions, unknown regulatory requirements, partial designs not yet approved by the project owner, users, or building department, and other similar risks. As the project progresses from conceptual design to final construction documents during Phase III, the estimating percentage is reduced from over approximately 50% to 10% at bid opening as the risks are investigated and included in the construction documents.)

- Change Order contingency, reasons for using the percentage shown, project type and City historical past experience references.

102.4.4.6 OPERATIONS AND MAINTENANCE IMPACTS

The Operations and Maintenance Impacts section defines the potential Project impact on the annual operating budget for the City.

102.4.4.7 DESIGN DOCUMENTS

Program Bubble Diagram(s)
- Functional / bubble diagrams consisting of activities and generalized spaces representing program elements organized in realistic relationships and scaled to show relative size, for building projects and non-building projects.
- Typical room layouts.

Site Analysis Diagram(s)
- Site diagrams illustrating site layouts such as site survey, site location, utility location, topography, etc.
- Site vicinity location map showing the location within the City.
- Aerial photo of the site showing adjacent land uses.
- Photographs of the site and neighboring properties with special attention paid to adjacent structures and any unique existing conditions.

Schematic Design Site Plan, Floor Plans and Elevation Drawings
- Schematic level site plan showing all proposed uses and amenities, access, pedestrian circulation, buildings, parking, landscaping, walls, fences, major signage, trash enclosures, shade structures, equipment, theming, and hardscapes.
- Schematic Building floor plans showing the layout and arrangement of all programmed and non-programmed spaces
- Building elevations and recommended colors and spatial proportions.
- Phasing plans for phased projects.

Outline Specifications
- Brief narrative specifications presented in CSI format appropriate to the appropriate level of project development including all major materials and systems.

102.4.4.8 APPENDIX

The study should have an Appendix to include a reference list of the codes, standards, guidelines, prior studies, etc., which were used in performing the work through schematic design. It should also include copies of any supplemental information such as City space, functional, and performance planning or programming standards and guidelines that were used in the study that will also be relevant for use during design, as well as copies of reference surveys, geotechnical reports, and other documents.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as a prerequisite to payment for each related task and service. All reports shall be on white, acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. 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.

200.2 The Consultant understands, acknowledges and agrees that the deliverables from this Agreement may be utilized and incorporated into a Professional Services Agreement for the design and construction of the Project, and that the selection of a firm for that contract or work will be made separately from this Agreement. Accordingly, the Consultant will receive no preference for selection, and may or may not be the selected Consultant for additional design or construction work for the Project.

200.3 The City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.4 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: PROJECT DELIVERABLES

201.1 Programming and Site Analysis Phase
201.1.1 Program Analysis
201.1.2 Site Analysis
201.1.3 LEED Credits Report
201.1.4 Probable Construction Cost Estimate

201.2 Schematic Design Phase
201.2.1 Drawings

201.2.2 Specifications
201.2.3 LEED Credits Report
201.2.4 Probable Construction Cost Estimate

201.3 Pre-Project Planning Study

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. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property.

ARTICLE 301: PHASE SCHEDULE

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule. The maximum allowed time to complete and deliver each phase of the work is shown in the following table, barring circumstances beyond the Consultant's control that force a delay:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	2/16/11 to 6/16/11	Includes 2 week City review period.
Schematic Design	6//11 to 10/5/11	Includes 2 week City review period.
Pre-Project Planning Study	10/6/11 to 11/17/11	Includes 2 week City review period.
TOTAL	**2/16/11 to 11/17/11**	

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.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $301,600.00. 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 1: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

1.1 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	REMARKS
Programming and Conceptual Design	40%	$102,640.00	
Schematic Design and Master Planning	40%	$102,640.00	
Design Development	20%	$51,320	
Construction Documents	%	$TBD	Will be provided in Phase III and Phase IV
Bidding	%	$TBD	Will be provided in Phase III and Phase IV
Construction	%	$TBD	[The combined Fee for Construction and Post Construction phases shall not be less than 25% of the total Fee.]
Post Construction	%	$TBD	Drafting As-Built Drawings, Punch List
	TOTAL	$256,600.00	

Fee Breakdown for Reference only

PROJECT NAME

EXHIBIT D - BASIC SERVICES FEE BREAKDOWN **JAN 10,2011**
KME ARCHITECTS

TASK	DESCRIPTION	Project Manager	Engineer/ Architect	Technician	Designer/Principal	Specification Writer	Drafter/CAD	LEED Accredited Professional	Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
	hourly rate	$145	$165	$65	$180	$90	$60	$125	$55			
102	CONSULTANT RESPONSIBILITIES											
102.1.4.3	HABS Report & Variety Early Learning Center Research Analysis Report	8	82	8	16	16	202	16	20	368	$41,580.00	$55,580.00
102.2	PROGRAMMING AND SITE ANALYSIS PHASE											
102.2.1.1	Site Survey	40	24	16	40	8	16	32	8	184	$6,500.00	$8,360.00
102.2.1.4	LEED Credits Report	32	16	8	32	24	16	56	8	192		$14,880.00
102.2.1.5	Site Analysis	32	32	16	40	24	16	32	24	216	$7,500.00	$23,810.00
										969		$102,640.00
102.3	SCHEMATIC DESIGN PHASE and Master Planning											
102.3.1.2	Design Alternatives	56	24	48	64	24	48	32	24	320	$10,466.00	$33,670.00
102.3.1.6	Reviews	48	24	16	56	24	32	32	24	256	$7,568.00	$25,950.00
102.2.1.7	Submittal	54	48	8	54	16	48	20	16	264	$7,965.00	$35,110.00
										840		$102,500.00
102.4	PRE-PROJECT PLANNING STUDY											
102.4.1	Draft	32	16	8	32	12	0	16	4	120	$1,200.00	$12,840.00
102.4.4.2	Project Analysis	16	8	0	8	12	0	0	0	44	$2,500.00	$8,840.00
102.4.4.3	Program Analysis	8	8	0	16	4	0	0	0	36		$5,880.00
102.4.4.4	Site Analysis	8	8	0	16	0	0	0	0	32	$5,000.00	$3,680.00
102.4.4.5	Project Cost Estimate	8	8	0	8	0	0	0	4	28		$4,310.00
102.4.4.6	Operations and Maintenance Impacts	16	8	0	8	0	0	0	4	36		$2,850.00
102.4.4.7	Design Documents	16	16	0	24	0	0	0	8	64		$9,800.00
										360		$51,320.00
	Total Basic Services Hours									2,169		
	Total Basic Services Fee										$90,679.00	$256,500.00

Contract No.:
CLVrev11-03-08

Page 1 of 1

ARTICLE 2: ALLOWANCE FOR ADDITIONAL SERVICES

2.1 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.

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

2.3 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.

2.4 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
NOT-TO-EXCEED COST	$35,000.00	**Additional historical building HABS 1 report(s) on Variety Early Learning center building(s)**
NOT-TO-EXCEED COST	$10,000.00	**Additional services to designate Variety Early Learning center building(s) on historical register(s)**
TOTAL NOT-TO-EXCEED COST	$45,000.00	

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		
Project Manager	$145.00	Per Hour
Engineer / Architect	$165.00	Per Hour
Technician/CADD Operator	$65.00	Per Hour
Designer (Principal)	$180.00	Per Hour
Specification Writer	$90.00	Per Hour
Drafter/CAD Operator	$60.00	Per Hour
LEED Accredited Professional	$100.00	Per Hour
Clerical	$55.00	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.	TBD		$0
	TBD		$0
	TBD		$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 five hundredths (1.05)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Samuel Tolman AIA** NCARB

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: **Melvin D. Green RA**

601.1.2 LEED PROJECT ADMINISTRATOR (Accredited by USBGC): David Schmidt, AIA, NCARD, LEED AP

601.1.3 TECHNICIAN: Emanuele Arguelles, NCARB, LEED AP

601.1.4 CLERICAL: Lindsey Rodriguez

601.1.5 RESPONSIBLE IN CHARGE PERSON : Melvin D. Green RA

601.1.6 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Architect license number: 2249

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 Hamilton Anderson, 1435 Randolph Street, No. 200, Detroit Michigan, 48226
602.1.2 Wright Engineers, 7425 Peak Drive, Las Vegas Nevada, 89128
602.1.3 Heritage Architecture & Planning, 625 Broadway, Suite 800, San Diego California, 92101
602.1.4 O'Connor Construction Management, Inc., 2821 West Horizon Ridge Parkway, Suite 211, Henderson Nevada, 89052
602.1.5 The Sayles Group, Las Vegas Nevada, 6847 West Charleston Boulevard, Las Vegas Nevada 89117
602.1.6 Ninyo & Moore, 6700 Paradise Road, Suite E, Las Vegas Nevada, 89119
602.1.7 JBA Consulting Engineers, 5155 W. Patrick Lane, Las Vegas Nevada 89118
602.1.8 Susanne Thomas, 212 Woodley Street, Las Vegas Nevada 89106

END OF EXHIBIT "F"

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	KME Architects LLC
Address	231 West Charleston Boulevard, # 140
Telephone	702 888 2088
EIN or DUNS	27-0763475

Block 2	**Description**
Subject Matter of Contract/Agreement:	Master Planning, Community Outreach, and Architectural Programming Services
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.	Melvin D Green, Principal (42%)	231 West Charleston Blvd., Ste. 140 Las Vegas, NV. 89102	702.888.2088
2.	Kelvin D. Haywood, President (33%)	231 West Charleston Blvd., Ste. 140 Las Vegas, NV 89102	702.888.2088
3.	Emanuele Arguelles, Principal (25%)	231 West Charleston Blvd., Ste. 140 Las Vegas, NV. 89102	702.888.2088
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.

Melvin D. Green _____
Name

10/19/10
Date

Subscribed and sworn to before me this 19th day of October, 2010.

Amanda M Arguelles
Notary Public

AMANDA M. ARGUELLES
Notary Public, State of Nevada
Appointment No. 10-2117-1
My Appt. Expires April 19, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to incorporate the City of Las Vegas Risk Management Manual into the Safety Loss Control Manual and authorizing the Human Resources Director to make future revisions to the manual as necessary to maintain compliance with Nevada Revised Statutes Chapters 616, 617 and 618 and the Occupational Safety and Health Administration (OSHA) Rules and Regulations

Fiscal Impact

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

PURPOSE/BACKGROUND:
In order to enhance the City's current safety program, the Insurance Services Division has revised and updated the Safety Loss Control Manual, including incorporation of the City's updated Risk Management Manual, to achieve compliance with Nevada Revised Statutes Chapter 616, 617 and 618 as well as the Rules and Regulations of OSHA. To ensure continued compliance, the Director of Human Resources should be authorized to approve future revisions to the expanded Safety Loss Control Manual.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Safety Loss Control Manual

City of Las Vegas

Safety Loss Control Manual

Approved and adopted by City Council on July 17, 1991

Insurance Services Division
Department of Human Resources
Revised April 1995, January 1997, March 1999,
July 2001, February 2002, September 2003,
January 2004, February 2004, April 2004, December 2004,
May 2005, August 2005, October 2005, December 2006,
April 2007, August 2008, May 2009, September 2009, July 2010 and December 2010.

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POLICY STATEMENT

People are the City's most important asset, and their safety our greatest responsibility. It is the City's policy to provide safe and healthful working conditions and to establish and adhere to procedures that will protect employees and the public.

This Safety Manual contains rules, regulations, and procedures to prevent accidents and injuries, the safety responsibilities of City employees, and the administration of the City's Loss Control program.

This manual does not attempt to include the many federal and state codes and regulations pertaining to safety in the workplace; to list all regulations here would be unnecessarily cumbersome. Departments are responsible for knowing and complying with all laws and regulations applicable to the functions of that department. Regulations pertinent to specific jobs or work areas and policies established by department rule are contained in materials developed by individual City departments.

Administration of the City's Loss Control Program is the responsibility of the Department of Human Resources, Insurance Services Division, with the assistance of the Safety Oversight Committee. Any questions concerning material in this Manual should be directed to the Insurance Services Division. Changes, revisions, and additions will be issued as necessary, after review and approval by the Safety Oversight Committee and the City Manager.

Overall responsibility for good safety practices is the job of all City employees. With the sincere cooperation and safety consciousness of all employees in following these rules, we will have a successful safety program.

Elizabeth J. Fretwell, City Manager

Oscar B. Goodman, Mayor

DEFINITIONS

Act - The Nevada Occupational Safety and Health Act, contained in Nevada Revised Statute, Chapter 618, and the Occupational Safety and Health Standards for General Industry (29 CFR 1910) and Construction (29 CFR 1926).

ANSI - American National Standards Institute.

Citation - A written notice issued by the Department of Business and Industry, Division of Industrial Relations, Occupational Safety and Health Enforcement Section that a violation of the Act, standard, rule, or order has occurred and corrective action (abatement) must be taken by a set date. This generally includes a monetary fine. The abatement of violations can be enforced through court action.

Compliance Safety and Health Officer (CSHO) - A representative of the State of Nevada , Department of Business and Industry, Division of Industrial Relations, Occupational Safety and Health Enforcement Section (Nevada OSHA) with the power to enter any place of employment at any time, inspect and investigate, and cause a citation to be issued.

Employee representative - Any employee designated by a recognized bargaining group to accompany a State Safety and Health Representative during an inspection or investigation. The employee representative should be familiar with the area and operations being inspected.

Emergency - An unforeseen combination of circumstances or the resulting state that calls for immediate action, and in which danger of death or severe physical harm to a person or persons is imminent.

Environmental health hazard - A bacteria, chemical particulate, gas, or vapor that may cause sickness, impaired health, or disease; noise, radiation, and temperature extremes, and ergonomic stresses present in the workplace.

Hazard - A source of danger to the safety and health of any person.

Imminent danger - Any condition or practice in any place of employment which is such that a danger exists, that could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by the Act.

Injury and personal injury – means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result, including injuries to artificial limbs. Any injury sustained by an employee while engaging in an athletic or social event sponsored by his employer shall be deemed not to have arisen out of or in the course of employment unless the employee received remuneration for participation in the event.

Nevada OSHA - The State of Nevada , Occupational Safety and Health Enforcement Section.

Occupational illness – is defined as a disease caused by certain hazardous conditions or materials when there is a direct causal connection between the conditions under which the work is performed and the occupational disease.

Personal protective equipment (PPE) - Any clothing or device for protection against injury or disease.

Safe/safety - The maximum protection of persons from danger to life or injury as the nature of the employment, process, operation, and task will reasonably permit.

Standard - The Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) and for the Construction Industry (29 CFR Part 1926), all standards incorporated by reference (such as Electrical, Fire, and Mechanical Codes, and standard setting organizations such as ANSI), declared in force by the State of Nevada Department of Business and Industry, Division of Industrial Relations, Occupational Safety and Health Enforcement Section.

Supervisor - An employee that has charge and/or responsibility of a unit, operation, process, or place of employment.

Threshold limit value - A value adopted to designate a safe degree of exposure the hazard, to a vapor, gas or particulate.

Variance - A rule or order issued by the Director of Nevada OSHA to use practices, means, methods, operations, or processes that differ from a standard. This is issued in lieu of the standard in order to protect against a citation covered by the standard.

Willful violation - An intentional disregard, indifference, or neglect to meet a Safety and Health requirement to provide protection which may be required or to make a reasonable effort to eliminate a hazardous condition. Willful implies deliberate, voluntary, or intentional as distinguished from inadvertent, accidental, or ordinary negligence.

CHAPTER I

Section I: General Rules and Responsibilities

Maintaining a safe working environment, conducting work in a safe manner, and protecting the safety of other employees and the public, are conditions of employment with the City of Las Vegas. All City employees are required to adhere to both City-wide and departmental safety regulations, including rules pertaining to the use of proper safety equipment, personal protective equipment, and machine guards. Supervisory staff is responsible for monitoring working conditions, instructing employees in the safe conduct of their work and enforcing safety regulations.

This program is established to emphasize an integral part of management procedures that enhance the best use of City capital and personnel assets through effective loss control. Although profit is not a purpose of municipal operations, the same efficiency is desired to ensure full utilization of each tax dollar available.

All employees of the City are responsible for assuring safe and healthful working conditions and practices, for protecting the safety of the public, and for complying with the State of Nevada , Chapter 618 of the Nevada Revised Statutes Occupational Safety and Health Act, hereafter referred to as "the Act."

Management Responsibilities

1. Department Directors

Each Department Director has the full authority and total responsibility for maintaining safe and healthful working conditions within the Director's jurisdiction, whether it is out in the field, in the shop, or in the office. Although personnel exposure to hazards varies widely from department to department, it is expected that an unrelenting effort will be directed toward preventing injuries, accidents, liabilities and waste of materials in each. Therefore, each Department Director will:

- Budget the resources necessary to support safety and health activities within the Department.
- Ensure sufficient time is allotted to all personnel in carrying out their safety functions and duties as described in this manual.
- Evaluate each Deputy Director/Division Manager’s overall safety performance as part of their annual PERFORMANCE EVALUATION for the areas they oversee and/or are responsible.
- Each Deputy Director/Division Manager is required to include an employee's safety record in the basic criteria used to judge each formal PERFORMANCE EVALUATION. An employee, who causes accidents to happen through negligence or failure to follow safety rules or procedures, has specific performance deficiencies that must be recognized, itemized, and corrected. To ignore the deficiency and reward substandard performance is a disservice to the individual concerned and detrimental to the efforts of management.
- Maintain the Safety/Loss Control Manual and ensure that the policies and procedures set forth herein are enforced by all personnel under his direction.
- Provide the leadership and positive direction essential in maintaining firm loss prevention policies as a prime consideration in all operations.

- Devote a portion of staff meetings, as necessary, to a review of departmental losses (accidents) and to discuss plans to bring about more positive loss reduction results. This will vary with the frequency and severity of losses and degree of hazardous operations involved in each department.
- Hold each Deputy Director and Division Manger fully accountable for an explanation of the preventable injuries, collisions, and liabilities incurred by the Division's employees. An excessive number is an indication that some management policies and practices need re-evaluation.
- Demonstrate a personal concern in departmental losses by interviewing directly or through a responsible Deputy Director each employee (and the employee's supervisor) who has:
    - Lost work time from an industrial injury because of negligence.
    - Been involved in a vehicular collision because of failure to drive defensively or to comply with traffic laws.

2. Deputy Directors/Division Managers

Each Division Manager will be fully responsible and accountable to the Department Director for compliance within the Division. Each Deputy Director/Division Manager will ensure that:

- Budget requirements include anticipated costs for protective equipment and facility modifications to meet Nevada OSHA specifications.
- Supervisors are allotted sufficient time to fulfill safety duties and responsibilities as mandated by the Safety Loss Control Manual.
- Any individual appointed to safety committees attends scheduled meetings.
- Each supervisor is required to include an employee's safety record in the basic criteria used to judge each formal PERFORMANCE EVALUATION. An employee, who causes accidents to happen through negligence or failure to follow safety rules or procedures, has specific performance deficiencies that must be recognized, itemized, and corrected. To ignore the deficiency and reward substandard performance is a disservice to the individual concerned and detrimental to the efforts of management.
- All hazardous tasks are covered by specific, published work procedures and are implemented.
- All employees are briefed and fully understand their Division's work procedures and existing policies which enforce their use.
- The City's Safety/Loss Control Manual and Hazard Communication Program, chemical inventory list and material safety data sheets are updated and maintained for their Division.
- Occupational safety and health training documentation is maintained for all employees. Training documentation includes all safety training, monthly safety meetings, employee orientation annual training requirements and periodic or refresher safety and health training.
- All employees, new and old are trained, and when necessary retrained, in the accepted way each hazardous job must be performed.
- All employees are instructed and understand the use and need for protective equipment for specific hazardous jobs.

- Necessary safety equipment and protective devices for each job are available, are used, and used properly.
- Employees' monthly safety meetings are conducted to review accidents, analyze their causes, and promote a free discussion of hazardous work problems and possible solutions.
- Safety suggestions and written comments from employees are encouraged, and those that are feasible are adopted. Those ideas with possible general application are forwarded to the Safety Loss Control Officer for comment and/or implementation.
- Equipment acquisition specifications are reviewed so that specifications conform to the current safety requirements of the Nevada OSHA, American National Standards Institute (ANSI) and other applicable standards prior to soliciting bids.
- All accidents are thoroughly investigated, recorded and promptly reported in accordance with existing directives.
- Prompt, corrective action is taken wherever hazards are recognized or unsafe acts are observed.
- Each supervisor is held accountable for the preventable injuries, collisions, and liabilities incurred by his employees. A supervisor's capability to supervise is measured by the efficiency of his operation.

3. Supervisory Personnel

Each supervisor has full responsibility and will be accountable for the safe performance of machines and equipment within the supervisor's operating area, with full authority to enforce the provisions of this manual and their Division's work practices, to keep losses at an absolute minimum. Each supervisor will:

- Assume full responsibility for safe and healthful working areas for all employees while they are under the supervisor's jurisdiction.
- Ensure they include an employee's safety record in the basic criteria used to judge each formal PERFORMANCE EVALUATION. An employee, who causes accidents to happen through negligence or failure to follow safety rules or procedures, has specific performance deficiencies that must be recognized, itemized, and corrected. To ignore the deficiency and reward substandard performance is a disservice to the individual concerned and detrimental to the efforts of management.
- Investigate employee accidents.
- Be fully accountable for preventable injuries, accidents, and liabilities caused by the employees.
- Ensure that all management policies pertaining to safety and loss control are fully implemented for maximum efficiency of each job and maintain the corresponding manuals and directives.
- Conduct monthly safety meetings.
- Conduct safety inspections of employee worksites and facilities at least quarterly, or more frequently in hazardous environments. All inspections shall be documented and maintained by the Division for 1 year. The City's Safety Officers may request copies of the inspections.

- Take the initiative in recommending correction of deficiencies noted in facilities, work procedures, employee job knowledge, or attitudes that adversely affect City loss control efforts.
- Be firm in enforcement of work policies by being impartial in taking disciplinary action against those who fail to conform, and by being prompt to give recognition to those who perform well.
- Ensure that each employee is fully trained for the job the employee is assigned to do, and familiar with the published Department or Division work rules, by certifying in writing that he/she understands that compliance is mandatory. Forward all safety training documentation to the Division's safety training designee.
- Shut down operations considered to be an imminent danger to employees or remove personnel from hazardous jobs when they are not wearing or using the prescribed protective equipment.

4. Employees

Each employee has full responsibility and accountability for following the safety rules, wearing the appropriate personal protective equipment, and expecting safe and healthful working conditions. They will:

- Comply with the Safety and Health Standards and all rules, regulations and orders applicable to personal actions and conduct.
- Refrain from removing, displacing, damaging or destroying safety devices or safeguards, furnished for conducting work or installed on City equipment or property.
- Report unsafe conditions or possible violations of a safety standard to your supervisor, safety committee member, or Safety Officers, without fear of reprisal or discrimination. Employees may choose to remain anonymous in their safety concerns. Please contact the Safety Loss Control Officer at 229-5048 or 274-3093 to voice such concerns.
- Immediately report all accidents or near miss incidents to your supervisor.
- Operate only those machines and equipment for which the employee has been trained and authorized to operate.
- Wear protective equipment when it is required to perform a particular job.
- Notify the supervisor, prior to the beginning of the work shift if he or she is taking legally prescribed medication, therapeutic drug or any over the counter non prescription drug or cold medicine that carries a warning label or contains alcohol. The use of prescription drugs that does not alter the employee's work performance is acceptable only when prescribed by a qualified physician.

5. Safety/Loss Control Officer and Safety and Health Officers

The Safety/Loss Control Officer is responsible for the staff direction and administration of the loss control program to prevent injury, occupational disease, vehicle accidents, liability, and damage to equipment and material. The Safety/Loss Control Officer and Safety and Health Officers will:

- Acquire and make available to department directors, supervisors and employees the applicable Nevada OSHA standards and requirements.

- Maintain accident and occupational injury and illness records, and submit reports required by the Act.
- Assist directors, managers and supervisors in the interpretation and application of the laws and standards applicable to their jobs and work areas.
- Secure help, advice, and specialized assistance from outside sources when necessary.
- Coordinate and/or conduct safety training programs that are beyond the scope of individual supervisors or managers.
- Provide employees with information concerning their rights under the Act.
- Perform ongoing evaluations of the City's safety program and make recommendations to City management for improvements.
- Investigate any employee complaint.
- Conduct formal and informal inspections of work areas and work practices to evaluate the safety of work environment and work operations. The Safety Loss Control Officer and Safety and Health Officers have full authority to stop hazardous jobs when prescribed safety precautions are not being enforced.
- Review and analyze accident reports and investigations for causes and corrective actions.
- Establish a review of procedures to ensure the proper investigation of accidents.
- Process Nevada OSHA citations received by the City.
- Consult directly with management and employees on loss prevention matters and provide guidance to assure effective program administration.
- Chair the Safety Oversight Committee and the Subcommittees for Driver Safety and Employee Injuries and Illnesses.
- Make recommendations on the use, approved type and source of safety equipment essential for hazardous operations.
- Contact suppliers to determine the specific chemicals and substances contained in products and obtain chemical Material Safety Data Sheets (MSDS) upon request of the using departments.
- Evaluate contractor safety programs; participate in new construction plan review, and throughout the project as necessary.
- Conduct formal inspections on construction projects where City personnel have potential exposure to occupational safety and health hazards.

6. <u>Fleet Services, Department of Operations and Maintenance Responsibilities</u>

- Assure that equipment purchased, repaired or modified meets applicable safety standards and the State of Nevada vehicle laws.
- Maintain records of inspections and tests required by Nevada OSHA standards.

7. **Fire Prevention, Department of Fire and Rescue Responsibilities**

- Conduct an inspection at least every two years of all City facilities to determine compliance with applicable fire prevention standards.
- Establish and evaluate emergency procedures for City facilities and personnel.

8. **Department of Public Works, Operations and Maintenance and Building and Safety Responsibilities**

- Assure that the design of new construction and modification of City establishments meets applicable safety codes and standards.
- Coordinate construction plan review and design with Safety Officers to assure construction modification meets applicable codes and standards.

9. **City Attorney Responsibilities**

- Prepare formal applications for variances from standards after initial preparation has been performed by the requesting department and the Safety/Loss Control Officer.
- When requested by the Safety/Loss Control Officer, assist in response to NEVADA OSHA citations and represent the City at hearings conducted under the Act.

10. **Purchasing and Contracts, Department of Finance Responsibilities**

- Coordinate with Safety Officers and requesting departments to ensure that any purchase made or contract entered into meets applicable safety standards, i.e., any purchase of new chemicals, equipment, machinery, safety supplies, etc.
- Require contractor that will be performing work at City facilities, to submit their companies Safety Loss Control Programs to Human Resources, Insurance Services Division for review.

11. **Employee Unions and Associations Responsibilities**

- Assist in informing employees of their obligations and rights under the Act.
- Designate employee representative(s) to accompany Compliance Safety and Health Officers during Nevada OSHA inspections of City facilities.

12. Record-Keeping Requirements

The Occupational Safety and Health Act require records of occupational injury and illness be maintained. To simplify record maintenance, the requirements are met as follows:

- The Log - The Log is a calendar record that classifies injuries and illnesses and the extent and outcome of each. A central log is maintained in the Insurance Services Division, Department of Human Resources. Annually, a current log listing injuries and illnesses by Department/Division will be prepared by the Insurance Services Division and forwarded to Department Directors, Deputy Directors and Administrative Secretaries.

- The Supplementary Record - For every entry on the log except first-aid cases, additional information must be recorded and kept on file in the workplace. The workers compensation claim forms for each injury and illness meet this requirement. The Insurance Services Division will keep on file a copy of each completed form.

- The Summary - At the end of each calendar year, the Insurance Services Division will prepare a summary (OSHA Log 300-A Supplemental form) of the log entries. This summary must be posted from February 1 until April 30, in a place where all employees are likely to see it. The log will be maintained by the Safety Loss Control Officer for five (5) years after the year to which it relates. The summary is forwarded to all Department Directors, Deputy Directors and Administrative Secretaries for posting.

- A poster explaining the protection and obligations of employees under the Occupational Safety and Health Act must be displayed in each workplace. The poster can be obtained on line at www.4safenv.state.nv.us.

13. Prohibited Employee Activities

- The use or possession of alcoholic beverages and illegal drugs while on duty is prohibited.

- Employees will not report for duty while under the influence of alcohol or drugs which may affect their behavior or the ability to work in a safe manner. The only exception is an employee using drugs prescribed by a physician. These employees must inform their supervisor of such, so that any work limitation necessary can be determined and enacted. Employees have an obligation to notify their supervisor if there is an inability to perform the job; i.e. drive, use equipment, chronic health condition such as low blood sugar, chronic pain, etc. When requested, the employee will provide documentation from their physician explaining they can safely perform their job.

- Employees are prohibited from using City time, equipment and/or materials for personal projects or personal use, i.e., using City tools on your personal vehicle, using City equipment for home projects, etc.

- Under the Influence means that the effect of drugs or alcohol on the person's manner, disposition, speech, muscular movement, general appearance or behavior is apparent to observation.

- Horseplay - Employees will not engage in horseplay, including running or pushing, tripping others, throwing things, directing compressed air at another person, or otherwise engaging in acts which startle or distract other employees.

- Weapons - While on duty or on City property, employees will not bring, carry, or have in their possession firearms or other lethal weapons. The only exceptions to this rule will be those employees covered by Nevada Revised Statutes 202.3673(4) (c) for employees and Nevada Revised Statutes 202.350(5) for peace officers.

- Personal Items - The City of Las Vegas accepts no liability for personal items that an employee brings into the workplace, when they are lost, stolen or damaged. This includes microwaves, coffee pots, personal cell phones or computers, etc.

14. Violations of Safety Rules

- Any employee who violates a safety standard, rule, law or statute, practice or procedure will be subject to disciplinary action up to and including termination in accordance with the gravity and seriousness of the violation.

- Any employee whose willful violation of a safety standard, rule, law or statute, practice or procedure of the City, State, or Federal government results in death, an injury or near miss incident, will be suspended and terminated in accordance with applicable disciplinary procedures.

- Any employee who knowingly causes an imminent danger situation through his own actions or failure to perform necessary actions will be suspended and terminated in accordance with applicable disciplinary procedures.

- Any Director, Deputy Director, Manager or Supervisor who knowingly causes or allows a condition, practice, method, operation, or process that has substantial probability to result in death or serious physical harm will be reduced in grade, suspended, or terminated in accordance with applicable disciplinary procedures.

- Any Director, Deputy Director, Manager or Supervisor, or any other representative of the City, who fails to cease operations or correct an imminent danger situation upon notification by City Safety Officers, Nevada OSHA, Compliance Safety and Health Officers, or a higher level of supervision, or when it becomes known by the supervisor or representative himself, will be reduced in grade, suspended, or terminated in accordance with applicable disciplinary procedures.

15. Physical and Medical Requirements

City classifications are assigned specific medical standards based upon the physical demands of the job. The standards are used to determine the medical fitness for employment of job applicants and for continued employment of employees in their particular job position.

If an employee becomes unable to meet the medical standards established for a position, the employee may be reassigned or removed from that position until the standards are met; the employee is reclassified to another job, or is terminated.

If an employee becomes unable to perform the required duties in a job position because of physical or health conditions, and if the condition was caused by a job-related illness or injury, the following will apply:

- Temporary Disability - The employee may be assigned temporary duties compatible with the employee's physical condition.
- Permanent Disability - Rehabilitation services as prescribed in Nevada Revised Statutes Chapter 616 will be offered to aid the employee to change occupations.

If an employee is unable to meet the performance requirements of the job, or appears to be a safety or health hazard to him/her, other employees, or the public because of physical or health reasons, the supervisor will remove the employee from the job until the condition is corrected or certified acceptable by a physician.

The employee is responsible to obtain, release, or otherwise make known to the City any medical information necessary for making decisions affecting job status.

Section II: Safety Oversight Committee

To assure that departments have the necessary level of input and access to safety review and monitoring, the City Manager has established an inter-departmental committee known as the Safety Oversight Committee. The goals of the Safety Oversight Committee are:

- To communicate safety issues between management and employees;
- To inform management of safety hazards observed or reported;
- To disseminate safety information throughout City work operations; and
- To receive and review suggestions, comments, or complaints of City employees on matters pertaining to safety.
- To abide by the Safety Oversight Committee Charter Guidelines.

The Safety Oversight Committee will consist of between five and sixteen members. The President of the City Employee's Association (CEA) will appoint six committee members from different divisions to represent the Association on the committee. The City Manager will appoint the remaining committee members.

The Safety/Loss Control Officer Chair the meeting, keep the minutes of the committee meetings and prepare an agenda prior to each meeting date. The Safety Oversight Committee will meet monthly, or more often as needed.

Hazard recognition training for committee members will be conducted monthly during its regular meeting. The minutes of the meeting will contain the subject matter and those members who attended.

The Committee may request the staff assistance of any department in conducting Committee activities. The Committee may recommend the establishment of subcommittees, either special or standing, subject to the approval of the City Manager. Subcommittees for Driver Safety and Employee Injuries and Illnesses have been established. These committees meet monthly to review incident reports and provide recommendation to reduce future incidents. See Chapter II, Section III and IV of this manual regarding Driver Safety and Employee Injuries and Illnesses.

Safety Oversight Committee members will assist in the development of Safety Policies/Procedures. The Safety Loss Control Officer will review the procedures and forward to the City Manager for approval. New or revised procedures will be provided to all Department Directors, Deputy Directors and Administrative Secretaries for update and distribution. These Policies/Procedures prescribe the Safety and Health requirements which are applicable to all City of Las Vegas employees. Revisions or additions to these Safety Policies/Procedures will be made as required.

Section III: Subcommittee on Driver Safety

To promote the use of safe driving practices, the Safety Oversight Committee will maintain a standing Subcommittee on Driver Safety. The Subcommittee on Driver Safety will serve as an advisory committee to City management for review of driving practices, driver training, and vehicular accidents.

The Subcommittee will include not less than three or more than seven members of the Safety Oversight Committee, appointed to the Subcommittee by the Safety Oversight Committee chairperson. The Subcommittee will meet monthly. The activities of the Subcommittee will include:

- Review of City driver training and refresher courses.
- Review of all monthly reports pertaining to driver safety.
- Review of vehicular accidents to determine preventability, driver error or misconduct, and/or the cause of the accident.
- Recommendation to City management of policies, procedures, or actions that may reduce the frequency of vehicular accidents.
- Evaluation of the effectiveness of management practices in accident prevention.

The Subcommittee may request the appearance of any City staff having information pertaining to a vehicular accident under review by the Subcommittee. Any written information pertinent to the accident will be made available to the Subcommittee for purposes of review. Subsequent to any formal review of an accident by the Subcommittee, the Subcommittee will forward a written report of its findings to the City Manager's office.

The existence of the Subcommittee does not prohibit and should not inhibit the use of internal review boards or other mechanisms within a department to assist department directors in accident prevention or review functions. Disciplinary action against employees who cause a preventable vehicle accident shall be administered by the Department in accordance with the City's Disciplinary Policy.

Section IV: Subcommittee on Employee Injuries and Illnesses

To promote a safe and healthful workplace, the Safety Oversight Committee will maintain a standing Subcommittee on Employee Injuries and Illnesses. The Subcommittee will serve as an advisory committee to City management to review all employee incident reports as they relate to either injuries and/or illnesses that occur in the workplace.

The subcommittee will include not less than three or more than seven members of the Safety Oversight Committee, appointed by the Chairperson of the Safety Oversight Committee. The Safety/Loss Control Officer will request that representatives from the Insurance Services Division, Worker Compensation Section attend the monthly meetings of the Subcommittee.

The activities of the Subcommittee will be to:

- Review the incident reports to determine complies with the City's Safety Policies/Procedures.
- Provide recommendations to City management to reduce the frequency of incidents.

The Subcommittee may request the appearance of any City staff having information pertaining to an employee injury under review by the Subcommittee.

CHAPTER II

Section I: Operation of City Vehicles and Equipment and Motor Vehicle Collision Control

The Fair Labor Standards Act as amended on October 31, 1998, restricts teenage workers from driving on the job. Therefore, the City of Las Vegas prohibits those licensed drivers under the age of 18 years from operating cars and trucks on behalf of the City. City employees who drive or operate City vehicles are responsible for the safe operation of those vehicles and for the safety of passengers.

The operation of vehicles and equipment is indispensable in conducting City business and how each vehicle is handled directly affects the production of each respective City Department and Division. Vehicular collisions are potentially the most costly losses we can incur when the summation of property damage, bodily injury, fatalities and liability are considered. And, unless perfect driving is the rule, the cost can amount to proportions that will adversely affect every Division in its efforts to accomplish its mission and maintain good public relations.

1. Department Directors, Deputy Directors and Division Managers Responsibilities:

- Assume full responsibility for the driving record of their employees while they are on duty.
- Establish and adhere to firm internal requirements for personnel to fully adhere to the policies established herein and frequently check on their compliance.
- Personally review decisions on collisions and take all steps necessary to prevent recurrence.
- Establish and adhere to firm policies on disciplinary actions in accordance with the City policy regarding actions that will be taken against employees who show a repeated disregard for good driving practices.
- Insist that all assigned vehicles and other equipment are maintained adequately for safe operation.
- Implement the monthly vehicle inspection checklist for safety discrepancies, malfunctions, signs of abuse, unreported damage and cleanliness. Have repairs made as soon as possible.
- Fully support the City's 8-hour Defensive Driving training program to promote defensive driving and require employees attend training at least every 3 years.
- Review each vehicle collision and preventable Equipment/Vehicle Accident Report with the employee and his Supervisor to emphasize management's intolerance of irresponsibility behind the wheel.
- Establish an aggressive campaign to enforce the wearing of seat belts on all trips.
- Strongly discourage the use of personal vehicles for City business, encouraging the use of fleet vehicles whenever possible.

2. Supervisor Responsibilities:

- Ensure that employees do not drive any City vehicle unless they have a **VALID** driver's license and are familiar with State and City driving rules and regulations.
- Ensure that only authorized personnel be allowed to operate City vehicles, special purpose vehicles and trucks. This includes but is not limited to vans, boom trucks, forklifts, aerial lifts, scissor lifts or other heavy equipment.
    - An employee shall not be authorized to operate a special purpose vehicle until they have satisfactorily demonstrated their complete familiarity with its functions. The employee shall thoroughly understand the manufacturer's instructions, vehicle limitations, and emergency procedures and be able to successfully pass an operator's test to the satisfaction of the Supervisor or Safety Officers.
    - These procedures shall be accomplished for each type of special purpose vehicle or equipment the operator is required to operate.
    - All safety training documentation must be maintained by the Division.
- Must be alert in observing unsafe practice of City employees and ensure that action is taken immediately to correct the operator.
- Review all preventable vehicle collisions with employees at monthly safety meetings and discuss each unsafe act that was responsible so that something can be gained from the loss.
- Periodically ride with the operator to ensure compliance with operating instructions and traffic regulations.
- Ensure unsafe vehicles are not driven until safety discrepancies have been corrected by Fleet Services.
- Fully utilize the decisions and recommendations handed down by the Safety Oversight Committee and Subcommittees.
- Ensure employees attend the 8-hour Defensive Driving training course at least every 3 years.
- Ensure that all employees are briefed and understand that the use of seat belts while driving or riding in a City vehicle is **MANDATORY**.

3. Employee Responsibilities:

Inspect the vehicle or equipment which they are about to drive, in accordance with established work rules and/or vehicle checklists

- If there is evidence of vehicle damage, the employee shall report it to their Supervisor before leaving. Otherwise, they could be charged for the accident they did not have.
- If the vehicle is found to be unsafe, the employee shall report it to their supervisor and request another vehicle.
- Vehicles having steering or braking defects shall not be driven. They will be towed to Fleet Services and repaired before being returned to service.
- Report to the supervisor in writing all defects noted during the trip.
- It is the employee's responsibility to notify the supervisor, prior to the beginning of the work shift if he or she is taking legally prescribed medication, therapeutic drug or any over the counter non prescription drug or cold medicine that carries a warning label or contains alcohol. The use of prescription drugs that does not alter the employee's work performance is acceptable only when prescribed by a qualified physician.
- It is **MANDATORY** that all operators and passengers wear seat belts at all times while the vehicle is being operated.
- If involved in an accident, follow the procedures outlined in Section III of this Chapter.

4. Driver's License

- Whenever driving City vehicles or equipment, employees must have in their possession a valid driver's license. Employees will notify their supervisor if their license is suspended, revoked, or expired.
- City employees who drive vehicles, which require a Commercial Driver's License (CDL), will comply with the Nevada State Department of Motor Vehicles' requirements for medical examinations and license renewal.
- Supervisors will maintain a system that ensures all employees operating City vehicles have the proper class of license and check licenses for current status at frequent intervals.
- Insurance Services reviews each employees driving record every six months and communicates any driving record concerns to the Department Director.
- The City may review the driving record of persons hired or promoted into jobs that require operation of City vehicles. An invalid license or a poor driving record may result in disqualification for the position. Records of employees in driving jobs may be checked periodically. Driving with a suspended license may result in disciplinary action, demotion, or termination.
- Each employee involved in a preventable, at fault vehicular accident, whether it involves the public or not, will be required to attend the 8-hour Defensive Driving Course. The Safety Loss Control Officer will make the necessary arrangements and notify the employee.

5. Driver Training

- All City employees that are required to drive a City vehicle at least 4 hours a month, and as part of their job duties, will attend the City's Defensive Driving Course or equivalent as soon as possible after hire (or promotion). Employees in classifications that require vehicle operation on a daily basis will attend a driver-refresher course every three years.

- Employees being trained in the operation of a vehicle or piece of equipment will have an instruction permit for the class of vehicle they are learning to drive and a qualified trainer with them at all times. The trainer retains the driver responsibilities listed in this manual.

6. Operation of City Vehicles

- City vehicles may include cars, trucks, trailers, heavy equipment, golf carts, etc.

- The driver is responsible for checking the safety and general condition of the vehicle, including gas, lights, and brakes. With the assistance of Fleet and Transportation Services Division, supervisors will furnish vehicles with checklists. If there is something wrong with the vehicle which may affect safety, repairs will be made before use. Operators will initiate work order requests for all items needing repair that appear during checks and operation. The checklists will be maintained by the Division for a period of 6 months. The Safety Officers may request copies of the checklist. The driver is responsible for passenger safety, ***by ensuring that all vehicle occupants wear the seat belts provided***, cargo and equipment loading and tie down, and the attachment of towed equipment.

- Department Responsibility - All permanent full time employees are only authorized to operate city vehicles/equipment that their valid driver's license is issued. Hourly paid employees may be authorized by Department Directors to drive specific City vehicles/equipment under 26,001 pounds. It is the Department's responsibility to verify that the hourly employee has a valid driver's license prior to driving any vehicle/equipment.

- Vehicle Abuse - No employee will use a vehicle or equipment for any purpose for which it was not designed, operate it beyond its designed limits, and operate it in areas or locations for which it was not designed, or cause damage through neglect, misuse, improper driving techniques, or improper handling.

- Transporting Employees in City Vehicles - No more than three City employees will ride in the front seat or cab of a City vehicle. Each position will be equipped with a seat belt, and each person will use the seat belt provided. No City employee will be authorized to ride or work from the bed or rear of a vehicle while it is in motion.

- Traffic Laws - Employees will adhere to all traffic laws and regulations when operating City vehicles. An employee will at all times operate a City vehicle in such a manner as to avoid injury to persons or damage to property.

- Unauthorized Use of Vehicles - City vehicles are to be used for City business only. Persons found using City vehicles for their personal errands or lunchtime transportation may be subject to disciplinary action.

- Out of State Operation of City Vehicles Prohibited - No employee will be permitted to drive a vehicle which is owned by the City outside of the State of Nevada or to drive their personal vehicle on City business outside the State of Nevada unless they provides proof of adequate liability insurance as required by Finance and Business Services Travel Policy.

- Field Trips and Excursions - Transportation for all field trips and other excursions, which are sponsored by the City, shall be furnished only by adequately ensured transportation services, and no vehicle which is owned by the City and no employee's personal vehicle will be used for such purpose.

- Car Rental - Arrangements for obtaining a rental car for an employee will be made by the Department's Travel Coordinator. This will be performed in accordance with current travel policy and adequate liability insurance will be provided.

- Unauthorized Personal Equipment - Personal property not directly related to the employee's job duties may not be used, stored, or transported in a City vehicle. This includes radios, stereos, headphones, radio headsets, and tape or record players of any kind. Personal property may not be attached to or installed in a City vehicle. The Fleet Services Division or the employees immediate supervisor may remove any non-City furnished or installed equipment or items found in any City vehicle.

- Operation and Occupancy of City of Las Vegas Vehicles - Only employees of the City of Las Vegas will be permitted to drive vehicles owned by the City of Las Vegas. Non-employees of the City will be allowed to ride in City of Las Vegas vehicles when they are participating in official City business or programs.

- Use of One City Vehicle to Move Another Vehicle - Except in extraordinary situations, no employee may use a City vehicle to push or pull another vehicle or object, unless the City vehicle is specifically equipped or designed for this purpose.

- Eating and Drinking in Vehicles Prohibited - Eating or drinking is not permitted in a moving City vehicle, either by the driver or the passenger.

- Parking Vehicles - All employees will park their vehicles in a legal and proper manner. Employees will remove the keys and lock the vehicles, except when specifically instructed otherwise. Employees will not park on the wrong side of a street or highway, unless it is mandatory to park in such a location to perform a job. All signs, cones, lights, and warning devices as required by law will be used when vehicles are parked or in use in a public travel lane. Employees will use all safety brakes, lockout devices, lowered buckets and blades, and other parking safety methods when parking equipment.

- Use of Personal Vehicles for City Business - The Department Director will identify and authorize those employees who are required, as part of their normal job duties to use their personal vehicle

to conduct City business. The employee's own insurance policy is the primary coverage and, therefore, the City of Las Vegas will not be responsible for any claims that arise out of any motor vehicle accident that the employee is involved while operating their personal vehicle. The mileage reimbursement the employee receives is intended to fully cover all costs of the operation of the employee's personal vehicle including but not limited to fuel, maintenance, repairs, insurance, etc.

- Transporting Equipment - Employees using City vehicles will exercise caution when transporting equipment, packages or other materials in the driver/passenger compartment that would became flying projectiles in the event of an accident. Such items as briefcases, laptop computers, tools, etc. need to be transported in the trunk of passenger vehicles. Pickups, whether standard cab or extended, should have secured storage capabilities in the bed of the vehicle such as tool storage or camper shells if they are used with any regularity in the transport of items that could injure the driver or passenger(s) in the event of an accident. Vans used in the regular transport of such items should have screen type barriers between such cargo and the driver/passenger compartment. It is always important to keep the driver/passenger as free as possible of objects that could distract their attention or could cause injury from unexpected movement.

7. Vehicle and Equipment Accident Investigation

All accidents involving motorized equipment will be investigated. The investigation of minor accidents involving City property only, is the responsibility of the Department involved. The investigation of accidents involving damage or injury to a third party is the responsibility of Insurance Services Division and the City's Insurance Adjuster.

The Safety Loss Control Officer may investigate any accident resulting in serious property damage, injury or death to a City employee or when an apparent violation of City policy or law has occurred; or in which unusual circumstances involving City employees are present. All accidents must be reviewed by the Safety Oversight Committee. The City Manager may initiate any other investigations deemed appropriate.

Drug and alcohol testing may be conducted on any City driver involved in a preventable accident, or an accident in which citizens are injured. Such testing may also be conducted when an accident results in reasonable suspicion that the driver was under the influence of drugs or alcohol. However, if the accident involved a City driver with a Commercial Driver's License (CDL) a drug and alcohol test is **ALWAYS** required, regardless of fault.

Insurance coverage is available only for repair and replacement of City vehicles and equipment damaged through no fault of the employee. Therefore, it will be the responsibility of each department to provide the necessary funds to repair the damage cost incurred from each preventable vehicle or equipment accident.

Section III: Reporting Vehicle Accidents

REPORTING CITY VEHICLE ACCIDENTS

OPERATOR

- Call 229-0291. (Fire Services Communication) Give Location. (Fire Services Communication will notify Metro and the Insurance Adjuster.)
- Call 9-1-1 immediate, if injuries.
- Notify your supervisor.
- DO NOT MOVE VEHICLE until told to by Metro.
- Do not admit or voice any judgments concerning liability. Do not make statements to the public or press.
- Obtain names, addresses, and telephone numbers of all witnesses.
- Do not leave scene until Metro and Insurance Adjuster authorizes you to leave.
- Complete SECTION I - OPERATOR'S REPORT of the Vehicle/Equipment Accident Investigation Report.
- Take vehicle (if drivable) immediately for inspection and estimate. Give 2nd copy of the Accident Report to Vehicle Services.

SUPERVISOR

- Go to the scene; identify yourself to the Metro and Insurance Adjuster. Offer to assist as needed.
- Advise all City personnel not involved as either a participant or a witness to leave the scene.
- Notify Department Director/Division Manager.
- Complete SECTION II - SUPERVISOR'S REPORT of the Vehicle/Equipment Accident Investigation Report.
- Ensure that vehicle (if drivable) is taken to Fleet Services for inspection and estimate.

VEHICLE ACCIDENTS WITH ONLY CITY VEHICLE (S)

OPERATOR

- DO NOT MOVE VEHICLE. Immediately notify your Department and do not leave the scene until told to do so by your supervisor.
- Notify your supervisor and explain the accident.
- Complete SECTION I - OPERATOR'S REPORT of the Vehicle/Equipment Accident Investigation Report.
- Take vehicle to Fleet Services (if drivable) immediately for inspection and estimate. Give 2nd copy of the Accident Report to Vehicle Services.

SUPERVISOR

- Complete SECTION II - SUPERVISOR'S REPORT of the Vehicle/Equipment Accident Report.
- Ensure that vehicle (if drivable) is taken to Fleet Services for inspection and estimate.

CHAPTER III

Section I: Fire Evacuation Procedures

City departments located in City Hall will make accessible to all employees a copy of the City of Las Vegas City Hall Emergency Procedures Flipchart. This plan is periodically updated by Insurance Services Division, Human Resources. Each department will develop a similar plan for all facilities and work areas other than City Hall.

Every City department will appoint one Safety Warden and at least one Alternate Safety Warden for all work areas within the department. The Safety Wardens will be responsible for periodically reviewing the applicable Emergency Procedures and for assuring that all persons within their area are aware of fire drill practices, exit routes, and lockdown/shelter-in-place and evacuation refuge areas.

Section II: Fire Prevention Provisions

All City employees are responsible for maintaining their work areas in a manner conducive to the prevention of fires. Specifically:

- Fire extinguishing systems will be provided and maintained per National Fire Prevention Association (NFPA) Standards.
- Vehicles transporting paints, solvents, or more than five gallons of flammable or combustible liquids or gases, vehicles equipped with welding, cutting, and heating units and Commercial Vehicles will carry a fire extinguisher rated not less than 10 BC.

Supervisors will ensure that the following inspections are performed at regular intervals and defects found are corrected. Supervisors will ensure that:

- Trash and scrap are removed and not allowed to accumulate.
- Flammable liquids are properly stored; containers are closed when not in use.
- Exits are clearly marked; burned-out bulbs in exit lights are replaced.
- Exit doors, aisle ways, and means of egress are clear; doors are not locked or blocked.
- Broken windows and wall, and ceiling holes are repaired.
- Electrical equipment and cords are in good working order; defective equipment is removed from service.
- Emergency numbers are conspicuously posted.
- “No Smoking" areas are posted, and no smoking in those areas is enforced.

Fire Extinguishing Systems

Facilities Management will be responsible for the inspection of all fire extinguishing systems to assure that they are in proper working condition.

CHAPTER IV

First Aid Kits

First aid kits are required and will be easily accessible in work locations when medical personnel are not immediately available. The Safety/Loss Control Officer will determine which work locations require first aid kits. All first aid kits will meet the minimum requirements set forth below:

Item	Quantity
Antiseptic spray	1 container
Antibacterial towelettes	1 box
Tri-cut tape	1 roll
Eye wash 4 oz.	1 bottle
Eye and skin buffering solution 8 oz.	1 bottle
Butterfly closures, medium 10 each	1 box
Fingertip bandages, regular 40/box	1 box
Dura strip bandages 1" x 3" 100/box	1 box
Large patch	3 each
Telfa pads 2" x 3" 12/box	1 box
Painaid extra strength	1 box
Ibutab	1 box
Antibiotic ointment 25/box	1 box
Burn spray	1 container
First aid guidebook	1 each
Ice pack, small	1 each
Compress, extra large	1 each
Latex gloves 2 pair/package	1 package

The following items are optional if necessary for the work environment:

Finger splint	1 each
Tweezers, disposable	1 each
Burn gel	3 each
Electrolyte Tablets	1 box

To prevent pilferage and contamination of supplies, kits should not be placed in areas accessible to the public. Supervisors will ensure the kits are stocked at all times with the minimum required/necessary materials. Replacement items may be procured through normal requisition procedures.

Any work crew that does not have reasonable access to an Emergency Medical Service or to a medical facility because of distance or lack of communication will have an employee trained in first aid available at the work site to render first aid.

CHAPTER V

Section 1 - Industrial Accidents and Workers' Compensation

All classified, appointed and hourly personnel who receive injuries arising out of and in the course of employment within the City of Las Vegas are eligible for workers' compensation benefits. Departments that employ volunteers must have on file with Human Resources a Volunteers Application on each program and submit a roster of active volunteers each month.

Industrial Injuries Reporting Procedures

Timely reporting of any accident is mandatory. Insuring full employee benefits and reasonable liability adjustments at the lowest cost to the City is totally dependent upon proper reporting. It is the responsibility of each employee to report all accidents in accordance with this chapter.

Reporting of Industrial Injuries

Employee shall report all injuries to his supervisor immediately, or as soon as possible, during the current shift as is practicable.

Employees injured on the job must file their claim for benefits by filling out a C-1 "Notice of Injury or Accident". Send the original (white) to Insurance Services, provide the pink copy to the injured employee and retain the yellow copy for the Department Director. Upon receipt of the C-1, Insurance Services Division will determine the validity and acceptance of the claim. Under Nevada Statutes, the employee must provide written notice within seven (7) days of the accident. The City of Las Vegas procedures require that the employee complete the C-1 form as soon as is practicable, but in no case should the reporting time exceed seven (7) days.

Upon receipt of the C-1, from the injured employee ***(or whenever the supervisor is aware of an injury/accident)***, the supervisor must investigate the circumstances of the accident, interview all witnesses and complete the C-3 "Employers Report of Industrial Injury" and the Supervisors Accident Investigation Report (purple and white form). Send the original C-3 (white) to Insurance Services Division, provide the pink copy to the injured employee and retain the yellow copy for the Department Director.

Fatality Reporting

The death of an employee or the hospitalization of three (3) or more employees, as a result of an injury by accident arising out of and in the course of employment shall be reported to Insurance Services Division **immediately by telephone.** Nevada law requires any fatality or hospitalization of three or more employees be reported to Nevada OSHA within 8 hours of occurrence. The supervisor in charge shall be responsible notifying Insurance Services and providing as much initial information as possible. Insurance Services Division shall immediately notify the City Manager and Nevada OSHA upon receipt of a fatality report.

Severe injuries occurring to employees during duty hours requiring **emergency medical treatment** (i.e. Marshals, ambulance or paramedics called), shall be reported to Insurance Services Division **by telephone**, as soon as possible.

Exposure to Communicable Disease

Employees exposed to communicable disease through such instances as needle sticks or exposure to body fluids should notify their supervisor as soon as practicable and report to an assigned workers' compensation physician for preventative treatment. Any employee who has such an exposure must fill out a C-1 form.

A C-3 form must be submitted in accordance with Section 1 of this Chapter, "Reporting of Industrial Injuries".

The Safety Loss Control Officer will maintain an annual sharps injury log. See Policy/Procedure 89-5 regarding the City's Bloodborne Pathogen Program.

Exposure to Toxic Materials

All exposures to a toxic material must be reported on a C-1 form whether treatment at the time of exposure was required or not. The report must include the specific chemical involved (if known), if contact was by skin contact, breathing, oral or other and an estimate of how much of the substance the employee was exposed to.

All records pertaining to an employee exposure record shall be forwarded to Insurance Services Division, in accordance with Occupational Safety and Health Standards.

Section 2 - Disability From a Previous Injury

Should an employee experience recurrence of a previously reported industrial injury, it should be reported to their supervisor immediately. The employee shall contact Insurance Services Division to determine if the claim is open or closed.

- If the claim is still **open**, the employee shall go to the physician who previously provided treatment and advise the physician that further treatment is required for the previous industrial injury. If a special consultation is needed, Insurance Services Division will make the necessary arrangements.
- If the claim is **closed**, it is the employee's responsibility to petition the City to have the claim **reopened.**

Employee Responsibility

On any recurrence of a previous injury, the employee, according to the law, must initiate action to have their case reopened.

The employee must submit a letter requesting their claim file be reopened to the Workers' Compensation Section of Insurance Services Division. Mail it or hand carry directly to Insurance Services Division. The physician will be required to furnish substantiating information and may be mailed separately.

Under Nevada Statute, the cost of the physician's examination required for reopening of a claim is the responsibility **OF THE EMPLOYEE**. Reimbursement to the employee for this expenditure will be made only if the claim is reopened.

The physician's letter, by Statute, must document using objective medical evidence that the employee's condition has worsened since claim closure and contain information regarding suggested future treatment.

BENEFITS WILL NOT BEGIN UNTIL THE CLAIM IS OFFICIALLY REOPENED BY THE WORKERS' COMPENSATION SECTION OF Insurance Services.

Accident Compensation Time

Time lost because of a new injury is compensable when it is a valid claim within the definition of Workers' Compensation Law.

Time lost because of a recurrence of a previous injury is compensable only when the disability is confirmed as a recurrence by the treating physician and when the **Letter to Reopen** has been received from the employee and approved by Insurance Services Division.

Supervisory personnel shall be responsible for closely monitoring Accident Compensation time lost by their employees by:

- Insuring that the employee has been given a signed disability slip by the treating physician.
- Periodically checking on the progress of recovery.
- Insuring that the employee returns to work on the date the physician releases them. Any disability claim in excess of that indicted by the doctor shall be considered unauthorized and the employee shall be carried on leave without pay status.
- Making every attempt to put the employee to work on modified duty when authorized by the treating physician.
- The City has a Structured Return-To-Work Program. Please consult Insurance Services Division, Workers' Compensation personnel for details.

Denied Claims

Occasionally a claim for industrial injury is not accepted because the accident, as reported, does not meet the requirements of a workers' compensation claim. If the employee chooses to protest the denial through the appeal process, a period of time elapses before a hearing can be scheduled and a legal determination is made. In the interim, the employee may be placed on sick leave status until the case is resolved.

If a decision is made in favor of the employee and their claim is accepted:

- Upon notification from the Insurance Services Division that the claim is accepted, the Department shall reinstate the sick leave used by notifying the Finance Department, Payroll Supervisor, requesting payroll status be changed to "Workers' Compensation Paid" effective as of the date of disability.
- Upon notification from the Department that the claim has been accepted, the Payroll Clerk shall reinstate the sick leave used and ensure the credit is properly entered in the leave records.

Section 3 – Investigation of Industrial Injuries

Investigation of any accident is an invaluable tool in controlling losses. Thorough investigation, reporting, recording and corrective follow-up of each accident can be time consuming, but devoting necessary time

and effort to prevent recurrence of each accident is an investment that pays compounded benefits to employees and management as their number decreases.

Each industrial injury shall be investigated by the **Supervisor** of the injured employee as soon as possible after it occurs and the following procedures shall be adhered to as closely as possible:

- Notify the Insurance Services Division Manager or Safety Loss Control Officer.
- Conduct an investigation of the scene where the accident occurred. Carefully examine where the injury occurred.
- Reconstruct as much as possible the chain of events leading up to the injury and attempt to determine the single event that caused the injury.
- Draw a diagram of the location if it will be helpful in arriving at a conclusion.
- Make a sketch of machinery, equipment and any other nearby physical objects, together with the places where witnesses were standing.
- Take notes on all facts that may relate to the causes of the injury. As an example, "employee complained of dizziness" or "the employee had not used proper equipment" etc.
- Obtain a copy of the operating procedure or document any procedure used, misuse of equipment or other factors that are not in accordance with published work rules or safety policies.
- Document any unsafe conditions in work areas, defective tools, faulty equipment noted or housekeeping.
- Don't forget to document other items such as the time of the accident, time of the investigation, lighting conditions, weather conditions and a description of any other supplementary evidence and conversation having a bearing on the case.

If any injury or near miss incident occurs when machine parts or structures fail, it is essential to determine what failed and why. This can frequently be conducted without laboratory analysis and corrective action can be initiated without great expense. If, however, a detailed study is determined to be essential, then all components shall be collected and submitted for study immediately. Do not hesitate to contact the Safety Loss Control Officer for any assistance.

It is important to interview witnesses separately at the scene as soon as possible. Request a written statement from each witness.

When interviewing the victim, timing is important. If the injury is minor, the interview should be conducted as soon as the investigation of the scene and a review of the medical report are complete.

If the injury is serious, selecting the right time is a judgment factor. Too soon afterward and the victim may be confused and inaccurate. Waiting too long may cause him to be cautious and evasive. Let the employee tell his story as he wishes, but a complete picture should be encouraged. The interview must be comprehensive and it may be necessary to question the employee or witnesses several times.

Weighing the evidence is essential in order to eliminate any inconsistencies in the testimony of the injured or witnesses, even if further questioning is required. When assembled, all facts should be reviewed for completeness before submission to Insurance Services Division.

Prepare the C-3 Form in detail and forward to Insurance Services Division, Workers' Compensation Section within three (3) working days.

Section 4 – Medical Treatment of Industrial Injuries

An industrial injury is a personal injury by accident, arising out of and in the course of employment. Treatment for these injuries is outlined below and supervisory personnel shall ensure compliance.

For all serious emergencies, call Fire Rescue at 9-911. Serious injuries requiring immediate emergency medical treatment such as profuse bleeding, broken bones, head injury, unconsciousness, shock, etc. shall warrant emergency treatment. The injured person shall be transported to the nearest hospital.

Unless you are certified, **DO NOT** attempt to administer first-aid or CPR.

Fatalities and injuries within this emergency category shall be reported by telephone to the Safety Loss Control Officer at 274-3093. Provide the name of the victim, where and how the accident occurred and the nature of the conditions causing the accident. Complete the appropriate workers' compensation forms and submit to Insurance Services Division.

All injured employees requiring non-emergency medical attention as a result of an on the job injury should report to an initial medical care provider on the Workers' Compensation Preferred Provider List. The workers' compensation medical packet should be completed and provided to the medical facility.

The employee must advise the medical facility that the City of Las Vegas is self-ensured and all bills must be submitted to Insurance Services Division, 400 Stewart Avenue, Las Vegas, Nevada 89101 for payment.

Upon notification that an employee has been injured on the job, the Supervisor shall ensure that:

- First aid is self administered, if possible.
- Transport the employee to a medical facility if medical treatment is required. The employee must use a provider from the Workers' Compensation Preferred Provider List.

Superficial injuries such as minor cuts, bruises, small punctures, scratches, etc., shall be self treated in the field or office. Failure of the employee to report injuries at the time of occurrence may result in delays or loss of benefits if medical treatment is needed at a later date.

An individual injured off duty, who **FALSELY** claims an on the job injury or an individual who collaborates in a false claim is committing a misdemeanor and shall be subject to full penalties provided by law.

After treatment of an industrial injury, bills for medical treatment and medicines are normally sent directly to Insurance Services Division for payment. However, bills are sometimes inadvertently sent to the employee for payment and the employee frequently ignores them until threatening letters are received from a collection agency. Employees have a responsibility to forward such bills to Insurance Services Division for payment and processing.

The City of Las Vegas has contracted for pharmacy services with Catalyst Rx. Workers' compensation prescriptions should be taken to the nearest Walgreens. The employee should show his employee

identification and a copy of the C-4 form to the pharmacist and indicate the prescription is required for a workers' compensation injury. The pharmacy reference is "CLVWC". No co-pay will be required.

If the injury is reported to the Insurance Services Division through filing a C-1, the employee may seek medical treatment if the need should arise at any time for 90 days. After 90 days, if no medical treatment is sought, the incident will be closed.

Section 5 – Disability Compensation

Maintenance and compensation for employees unable to work because of a service incurred accident or illness will be provided in accordance with current employee labor contracts and the City of Las Vegas Human Resources Policies and Procedures Manual.

To initially receive these benefits, the injured employee must provide Insurance Services Division with a certificate stating that the employee is unable to work for the period of disability being claimed.

To continue to receive these benefits, the injured employee must:

- Keep the Department Director, or their designee, informed of their medical condition at intervals specified by the Department Director, or their designee, and provide physician's certificates of disability covering the period of disability.
- Be at their place of residence, a medical facility, or physician's office while disabled, or notify their supervisor of their whereabouts.
- Adhere to the treatment prescribed by a qualified physician and not engage in any injurious practices that tend to retard recovery. (This may also result in termination of benefits and closure of the claim.)
- Employees **will not be authorized to take vacation leave** during any period of disability that has been certified by a physician.
    - EXCEPTION: An employee may use vacation leave if sick leave has been exhausted to make up the difference between the workers' compensation payments, and their normal salary in order to receive 100% pay for the disability period. The leave must have been previously scheduled and approved annual leave. The employee must obtain documentation from the physician that he is medically stable to travel and travel will not hinder his care.

Disability compensation for an industrial injury is paid to the employee under provisions of Nevada Revised Statute 616. The employee receives 66 2/3 of the state average monthly wage, if the employee is disabled for five (5) days within a twenty (20) day period. The City of Las Vegas, by labor contract with its employees, pays its employees 100% of their pay from the first calendar day of absence and continues 100% of pay for a period of time as specified by the individual contract, provided the employee has been authorized for the disability leave by his treating physician.

Persons employed by the City on a contract basis are not eligible for maintenance of income benefits, unless expressly authorized in writing by the City Manager.

Section 6 – Accounting and Pay Procedures

The following provisions apply to employee time card reporting. If there has been an industrial injury:

- Report the injury to the Insurance Services Division and record any time lost as a result of the accident on the time card as W/C Paid. As a result, for the duration of the contractually agreed upon time the employee will receive full pay and full benefits. Approximately 2/3 of the employee's average monthly wage will be charged to the Workers' Compensation Fund and 1/3 to the Department.

- As the contractually agreed upon time period for maintenance of income varies with the individual contract, the Supervisor should maintain contact with the Finance, Payroll Section to determine when income maintenance terminates.

Note: After the termination of the City-funded income maintenance, the employee may choose to use accrued sick or vacation time to supplement the amount paid by the Workers' Compensation Fund. This will enable the employee to continue to receive a full paycheck.

When an employee elects this option, the supervisor should code the entire time off for Workers' Compensation to either W/C Sick or W/C Vacation. Payroll will then credit back to the employee any sick or vacation hours not required to bring the employee up to 100%.

This option could continue for as long as medically approved and as long as the employee has available leave. The use of any other type of leave must be authorized by the Department Director.

Once sick and vacation leave have been exhausted, or if the employee elects not to use accrued leave time to receive full pay:

- Record the total number of hours off on Workers' Compensation WOP. As a result, the employee will receive only the amount of money they are eligible for under workers' compensation coverage which is approximately 2/3 of the average monthly wage. The City will not take any deductions from the workers' compensation check and direct deposit is not available with this option. The employee will receive their check by mail to their home address.

CHAPTER VI

INDUSTRIAL INJURY AND ILLNESS CONTROL

Section 1 – Physical Examinations and Employee Health

Physical fitness of employees is a prime requisite in preventing a significantly large number of personal injuries. The City of Las Vegas seeks to ensure employees are able to perform their assigned duties with the lowest possible risk of injury through the use of pre-placement testing, fit for duty exams, and annual physicals for specified positions.

All required pre-employment screening or routine annual physical examinations will be administered by Human Resources Department.

Each individual selected to be a permanent employee or a provisional employee intended to be permanent shall satisfactorily pass a pre-placement examination, if required by the City, **BEFORE** being put to work. These tests are designed to objectively assess the applicant's physical ability to perform the essential functions of the job.

Employee positions designated in State Occupational Safety & Health regulations, Civil Service Regulations, NRS 617 and any other position specified by the City Manager will receive an annual physical examination.

Annual physical examinations showing a need for medical treatment will be forwarded to the Human Resources Department for the employee's medical file. Insurance Services Division will arrange for medical treatment, maintain the medical file and results of the physical examination.

Department Directors and Division Managers shall be responsible for insuring that the employee complies with the doctor's recommendations for treatment. The employee will utilize sick leave, if necessary, for the required medical treatment.

Special Physical Evaluations (Fitness For Duty)

Any employee whose physical condition is a result of non-industrial accident or illness for one or more of the reasons listed below will be required to undergo an independent medical evaluation. Departments will request and schedule evaluations through Insurance Services Division as soon as the need is determined to minimize delays in returning the employee to work.

- An inability to do a satisfactory job because of a physical or mental problem.
- Return from an extended absence because of a non-industrial injury or illness when time lost has exceeded thirty (30) days and the individual is not in a sedentary position.
- Any employee whose physical condition constitutes a safety hazard to themselves or other employees.
    - Return from resignation or leave-without-pay status of six (6) months duration.
    - Return from resignation or leave-without-pay status of any duration, when the health status of the employee is questionable.

- Employees transferring to a job that requires greater physical capability.

All departments will request and schedule evaluations through Insurance Services Division for employees who return from an industrial injury when absence has exceeded thirty (30) days and the individual is not in a sedentary type position.

On all conditions listed above, the employee shall not be returned to work until their condition has been determined to be satisfactory by an independent medical evaluation.

When absence has not exceeded thirty (30) days, a Supervisor shall not allow an employee to return to work unless he receives a signed authorization from the treating physician for **FULL DUTY** or the employee has been released for restricted duty by his treating physician or an independent medical examination in a fitness for duty exam.

Human Resources Department only, will notify applicants of medical qualification or disqualification. No certificate or report of fitness or disqualification shall be issued to the examinee. Notice of all medical determinations shall be sent to the Human Resources Department on their forms and in accordance with their procedures. Extreme care must be taken that medical reports are not accessible to unauthorized persons.

Confirmed alcoholism is acknowledged as a disease and therefore may be treated as any other illness. An alcoholic employee is potentially hazardous to themselves and to others. When the need for treatment of an alcoholic employee is indicated, contact Human Resources Department for assistance.

An employee reporting to work who is obviously under the influence of alcohol or drugs shall not be allowed to work under these conditions. A Supervisor who believes an employee is under the influence of alcohol or drugs should act in accordance with Section 9.02 of the Personnel Policies Manual. If reasonable suspicion of such abuse exists, the employee should be transported for a drug test and/or a fitness for duty exam. Contact the Employee and Organizational Services Division of Human Resources for specific instructions.

It is the employee's responsibility to notify the supervisor, prior to the beginning of the work shift if he or she is taking legally prescribed medication, therapeutic drug or any over the counter non prescription drug or cold medicine that carries a warning label or contains alcohol. The use of prescription drugs that does not alter the employee's work performance is acceptable only when prescribed by a qualified physician.

An employee taking strong or multiple medications which causes dizziness, blackouts, drowsiness, double vision, impaired judgment or other abnormal reactions shall not attempt to work nor shall a Supervisor allow them to work. Multiple medications made up of relatively mild ingredients individually can cause a systemic interaction which sometimes affects the individual's ability to act and perform normally. When this is evident, the individual shall be required to consult with their physician for an adjustment in medication.

Section 2 – Restricted Duty Policy

Temporary Disability means an injury or illness that temporarily limits the ability of an employee to perform the primary task(s) of their regularly assigned work.

Job-Related Injury or Illness means injury or illness incurred in the performance of the job and accepted by Insurance Services Division as a workers' compensation claim under the provisions of NRS 616 and 617.

Transitional Work Assignments (TWA) means modified work assignments provided on a temporary basis to industrial injured employees which meet their temporary physical restrictions allowing them to transition back to their regular full duty job.

When available, TWA's:

- Will be offered on a temporary basis to any employee with a job-related injury or illness who has been released by his/her physician to perform restricted duty work.
- Will be provided as long as there is legitimate work to do and as long as the employee's treating physician anticipates his/her ultimate return to pre-accident duty. TWA's cannot be provided for an employee after a treating physician determines the employee has permanent restrictions and must be accommodated on a permanent basis.

Insurance Services Division will determine the nature and location of the TWA and conform to the requirements of NRS 616-617 and NAC 616-617, and be consistent with business necessity.

Transitional Work Assignment Procedures

When an employee is disabled and off work due to an industrial injury the Workers' Compensation Section will contact the treating physician to determine if and when the employee may return to work, with or without limitations, and if full recovery is expected.

When a treating physician advises the Workers' Compensation Section that an employee is able to return to work in a temporary restricted duty capacity, Workers' Compensation will contact the employee's Department to determine if they can accommodate the employee's restrictions with a TWA.

NOTE: First preference is given to the employee's Department because wages paid will be charged to that Department, regardless of the location of the TWA.

If a TWA is available within the employee's Department, the Supervisor will fill out a Transitional Work Assignment form and have the employee sign and date the form and forward it to the Workers' Compensation Section.

If a TWA is not available within the employee's Department, the Workers' Compensation Section will attempt to place the employee in a Temporary Transitional Work Assignment in another Department. Workers' Compensation will fill out the Transitional Work Assignment form and contact the employee to complete for form before reporting to the assignment.

If no TWA is available for an employee released to restricted duty, the employee will remain off duty until an appropriate assignment is identified or until he/she is returned to full duty by the treating physician. If the employee has an accepted workers' compensation claim, he/she will be eligible to collect temporary, total disability benefits.

The duty status of employees placed in a TWA will be reviewed on a monthly basis by the Workers' Compensation Section. This review will be conducted by contacting the treating physician to determine the expected date of return to full duty, no less than every 30 days. In addition, those Departments with employees assigned to other Departments will be contacted to determine if a TWA has become available.

While the employee is working on a TWA, the regular duty Department will maintain the time card and show the employee as working regular duty hours.

Whenever the employee working in a TWA is absent from their assignment, the Department in which they are working **must** notify both the employee's regular duty Department and the Workers' Compensation Section **immediately**.

Any employee in a TWA for more than 90 days will be considered at risk for non-return to their previous position. Their physician will be specifically requested to provide reporting on the prognosis for return to pre-accident duty. In addition, the employee will be required to undergo a vocational assessment with a certified vocational rehabilitation counselor to identify transferable skills and/or areas in which training may enhance their ability to be placed in an alternative position, if it becomes necessary due to permanent restrictions.

An employee assigned to a TWA whose physician has determined he/she has permanent restrictions which must be accommodated, will be advised as follows:

- The City of Las Vegas is no longer able to offer the TWA. Therefore, the assignment will end 30 days from the date the employee was given permanent restrictions.
- A vocational counselor will be provided to the employee to determine their current transferable skills so that available openings may be reviewed to determine if a position for which they are qualified is currently open.
- If there are no positions currently vacant for which the employee is qualified, the employee will be provided with a vocational counselor to assist in job search activities, including vocational training programs, if required.
- During the vocational rehabilitation period, the duration of which is determined by the percentage of disability found in the permanent, partial disability rating examination (as required by Nevada statute), the employee will be eligible to collect rehabilitation maintenance benefits, equal to their temporary, total disability benefits.
- Employees who undergo formal retraining as part of a vocational rehabilitation program will remain employees of the City of Las Vegas until they are successfully re-employed or a period of sixty (60) days has elapsed since the completion of the program (whichever comes first). During a program of vocational rehabilitation, they will be considered on Leave Without Pay (LWOP) and will continue to be covered by the City's group health insurance program. Upon re-employment or the elapse of the sixty days since program completion, the employee will be separated from City employment.
- If a permanent partial disability rating examination has not already been scheduled, one will be scheduled immediately.

Medical Appointments While on a Transitional Work Assignment

Administrative Leave will be used for City of Las Vegas employees, with open, accepted workers' compensation claims when either physician or physical therapy appointments cannot be scheduled before or after work. The following provisions apply:

- Employees shall schedule all medical appointments before or after normal working hours, whenever possible.
- In those cases where appointments cannot be scheduled before or after normal working hours, the following procedure is applicable:
    - The employee will be required to present, to the supervisor, an appointment slip from the doctor of physical therapist, stating the date and time of the appointment.
    - Upon return to work from the appointment, the employee will be required to present to the supervisors, a slip from the doctor or physical therapist, stating the time the employee left the office.
    - Thirty (30) minutes will be allowed for travel to and from appointments.
    - The total time away from work will be recorded on the time card as WC Admin.

Non-Covered Injury or Illness

Employees are not eligible for assignment if an injury incurred off the job or a non-occupational disease, or any injury was:

- Caused by the employee's willful intention to injure themselves; or
- Caused by the employee's willful intention to injure another; or
- Caused by intoxication or the use of drugs; or
- Caused or aggravated by refusal or neglect to follow medical treatment, failure to refrain from unsanitary or injurious practices which are reasonable to promote recovery from injury or illness or failure to maintain the physical and mental ability necessary to perform in the present job; or
- Gross negligence on the job.

Salary-Job Related Injury or Illness

The employee will remain at current pay status with all benefits while assigned to a transitional duty status.

Annual Physical Examinations

An employee may be assigned to an alternative work assignment (transitional or modified duty) for one of the following reasons:

- Medical Examination: When the results of an annual or special medical examination determine that an employee may endanger themselves, co-workers or the general public due to an injury or medical condition, the employee may be assigned to modified duty status, pending re-testing or further medical testing.
- If further medical testing show the employee does not meet the medical standards to return to his regular duties, and their medical condition is not job related, the employee may be placed in sick leave or leave without pay status, pending reassignment or personnel action.

Section 5 – Rehabilitation and Reclassifications

For the purpose of this policy, permanent partial disability means an injury or illness resulting in a permanent disability that may or may not restrict the employee from fully performing the duties of their present classification.

Permanent total disability means incapacity which prevents the employee from performing any occupation for which they are fitted or could become fitted by education, training or experience.

Permanent Partial Disability

When an employee suffers a job-related permanent disability and a medical report from a treating physician or an independent medical evaluation indicates the employee will not recover sufficiently to return to their full duty position, the following policy shall govern the assignment of the employee:

Step 1: Workers' Compensation Section sends the employee's Department Director a memo outlining the restrictions and asking if they can be accommodated, or if there is another vacant position within the department for which the employee could qualify with their present limitations.

Step 1A: If **YES** - The Department Director shall advise by return memo within seven (7) days the Workers' Compensation Section of the position title, a copy of the job description and pay status.

Step 1B: If **YES** - The Department Director assigns the employee to modified duty for no longer than thirty (30) days, pending assignment under provisions of NRS Chapter 616.

Step 1C: If **YES** - The Department Director shall schedule a meeting with the employee and a Workers' Compensation representative in order to:

- Advise the employee that their physician has provided restrictions which cannot be accommodated and prevent a return to their previous position.
- Advise the employee of all options open to them, including the open position.
- If reassignment is accepted by the employee, actions for this reassignment will be handled by the Personnel Services Division of Human Resources.

Step 2: If accommodation is not possible and **NO** position is available within the department, the Department Director will:

- Advise the Workers' Compensation Section by memo, within seven (7) days, of no available position.
- Place employee in Modified Duty Status pending further administrative action by Human Resources Department.

Step 3: The Workers' Compensation Analyst will send Personnel Services Division a memo requesting vacant positions within the City for which the employee could qualify and which do not represent a promotion. The position considered must be equal or lesser in classification that at the time of pre-injury illness.

Step 4: The Personnel Services Division will respond by memo, advising:

- No positions are available, or

- Listing vacant positions by job title, job description and salary.

Step 5: If an appropriate position is vacant, the Workers' Compensation Section will work with Personnel Services Division to offer the position to the employee, under NAC 616.

Step 5A: If Personnel Services Division approves the new job offer, the Workers' Compensation Section will schedule a meeting with the employee and make the new job offer under provisions NAC 616.

If no appropriate job is vacant within the City, the Worker' Compensation Section will schedule the employee for a meeting with a Vocational Rehabilitation Counselor. The Vocal Rehabilitation Counselor will assist the employee in obtaining alternative employment through job search or retraining, if necessary.

Permanent Total Disability

Within ten (10) days after permanent total disability has been determined by Insurance Services Division, the employee may:

- Elect Permanent Total Disability under provisions of NRS 617.455 or 617.457 (if applicable).
- Elect to be rehabilitated into another position or assigned to a rehabilitation counselor for retraining.
- Elect retirement, if eligible. Employees electing retirement shall process their retirement expediently to be effective within sixty (60) days.
- Resign.
- Employees determined to be permanently, totally disabled due to a compensable injury, will receive monthly benefits for as long as they continue to meet the criteria for such benefits, as determined by NRS 616 and 617.

CHAPTER VII

Section I - Liability Control

Liability claims resulting either directly because of some action by a City employee or indirectly because of an unsafe condition of City facilities constitute a significant financial drain upon City capital. While some liability potential is beyond control, a high percentage can be kept within reasonable limits when efforts are directed toward eliminating the causes. It shall be the responsibility of every employee to include such efforts as an integral part of their everyday duties, whenever possible.

City Field Inspections – Department Directors who are responsible for maintenance of field facilities shall ensure that inspections are conducted at a frequency determined to be adequate for controlling defects. Such inspections performed by Divisions in their own respective areas of concern shall include, but are not limited to the following:

- Condition of all City streets, gutters and sidewalks with respect to holes, roughness, drainage, cracks, breaks, irregularities and excessive amounts of gravel or sand on pavement.
- Conditions of main and branch sewer lines as well as freedom from restrictions.
- Conditions of public easements with respect to accumulated piles of trash, illegal fencing or structures that endanger City personnel working in the easement or that constitute a fire hazard.
- Condition of recreation areas, parks, pools, golf courses, etc., with respect to glass, cans and debris on the grounds and the presence of structural hazards which can cause cuts, tripping, bumping and falling injuries.
- Condition of alleys for obstructions to passage, excessive holes, weeds and rough surfaces that could throw a vehicle out of control or cause injuries.
- Condition of trees and shrub growth along streets and sidewalks which could damage vehicles, injure the public or create blind areas at intersections.
- Condition of drainage ditches to ensure good flow of water and proper guarding of street drains and drain ducting.
- Proper placement of regulatory signs.
- Condition of pavement striping and marked crosswalks.

City Building Inspections – Occupants of City buildings shall make periodic inspections to keep hazards at a minimum in work areas and public facilities. Following is a general list of items that should be inspected:

- Housekeeping
- Condition of stair treads, floor tiles and carpet for trip hazards.
- Exposed floor electrical and telephone outlets for trip hazards.
- Loose stairway railings.
- Windows for cracked glass.
- Walls and door frames for protrusions.
- Office furniture and office machines in need of repair.
- Proper storage of materials.
- Adequate lighting and ventilation.
- Freedom from insects and other pests.
- Exit signs and emergency lighting.

- Isles and passageways unobstructed.
- Fire extinguishers (current inspection tag) and First Aid Kits stocked.
- Locks on security doors and gates, in good condition and used.

Outside Contractors – Outside contractors and other municipalities are **prohibited** from utilizing City owned equipment.

Section 2 - Damage Loss Reports – Recovery of City property damaged by a third party is an important factor in reducing expenses of the Department for repair or replacement of damages. Therefore, all Departments are responsible for reporting any damage or loss of City property to Insurance Services Division. A City of Las Vegas Equipment Damage or Loss Report form must be submitted to Insurance Services Division, accompanied by a Deputy City Marshal's Event Number and a quote from a vendor for replacement. ***Note: Deputy City Marshals are not required to file an event number in cases involving lost cellular telephones, radios or graffiti.*** Once the claim is processed, a check will be issued to the vendor for replacement.

Insurance Services Division will ***normally*** replace losses under the following circumstances:

- A non-preventable vehicular accident.
- Stolen and/or vandalized City property or equipment
- Acts of nature (on a case by case basis)

Insurance Services Division **will not** pay to replace damage or loss under the following circumstances:

- Preventable vehicular accidents.
- Employee negligence/irresponsibility
- Loss not reported within 30 days of occurrence.

Section 3 - Citizen Incident Report – This form should be utilized to document a citizen injury on City property. Once completed, the form should be submitted to Insurance Services Division for processing.

Section 4 – Notice of Claim Form – This form is utilized when a citizen wants to file a claim against the City for damage and/or loss.

Any City employee that is made aware of an unsafe condition at a City facility should immediately notify Insurance Services Division at 229-5048 or 229-5049. ***Any employee*** that receives a complaint advising of any unsafe condition within the City such as sidewalks, streets, traffic lights, sewer covers, etc., from the general public, should obtain the location and immediately call Insurance Services Division.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	87-5.1
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	REVISED	2/01
	APPROVED	3/90
	REVIEWED	7/10

Accident Prevention Signs and Tags

SCOPE:

These specifications apply to the design, application and use of signs or symbols intended to indicate and, insofar as possible, define specific hazards of a nature such that failure to designate them may lead to accidental injury to workers or the public, or both, or to property damage. These specifications are intended to cover all safety signs except those designed for streets, highways, railroads, and marine regulations. These specifications do not apply to bulletin boards or to safety posters.

PURPOSE:

Ensure adequate warning is provided to reduce or eliminate accidental injury to City employees and the public.

STANDARD:

State of Nevada, Division of Occupational Safety and Health Enforcement Section, General Industry Standards 29 CFR 1910.144, 29 CFR 1910.145, 29 CFR 1910.1030, Construction Industry Standard 29 CFR 1926.200, and American National Standard Institute (ANSI) Z35.1, or the latest Edition.

POLICY:

Definitions – "SIGN" means a surface prepared for the warning of, or safety instructions of industrial workers or members of the public who may be exposed to hazards. Excluded from this definition however, are new releases, displays commonly known as safety posters, and bulletins used for employee education.

Type of Accidental Prevention Signs

Danger Signs

- There will be no variation in the type of design of signs posted to warn of specific dangers and radiation hazards.
- Danger signs indicate immediate danger and special precautions are necessary.
- The colors red, black and white will be those of opaque glossy samples as specified in Table 1, Fundamental Specifications of Safety Colors for CIE Standard Source "C", American National Standard Z53.1-1967 or the latest edition.

Caution Signs

- Caution signs are used to warn against potential hazards or to caution against unsafe practices.

- Caution signs indicate a possible hazard against which proper precautions should be taken. The caution sign is used to mark physical hazards such as: striking against, stumbling, falling, tripping, and caught in-between.

- The basic color for the background of caution signs is yellow, and the panel, black with yellow letters. Any letters used against the yellow background are black. See Section II.A.3.

Exit Signs

- All exits will be marked by a readily visible sign.

- In all cases where the exit or the way to reach the exit is not immediately apparent, a sign reading "exit," with an arrow indicating the direction to travel to reach the exit, will be posted.

- All doors, passages, or stairways, which are neither exits nor ways of exit access, will be identified by a sign, reading “NOT AN EXIT”.

- Exit signs will be lettered in red letters not less than 6 inches high on a white field and the principal stroke of the letters will be at least 3/4 of an inch in width.

Safety Instruction Signs

- Safety instruction signs will be used where there is a need for general instructions and suggestions for safety measures.

- The basic color of the background for safety instruction signs will be white, and for the panel, green with white letters. Any letters used against the white background will be black. See Section II.A.3.

Slow-Moving Vehicle Emblem

- The emblem is intended as a unique identification for, and for use on vehicles which by design move slowly (25 M.P.H. or less) on the public roads. The emblem is not a clearance marker for side machinery, nor is it intended to replace required lighting or marking of slow-moving vehicles.

- This emblem consists of a fluorescent yellow-orange triangle with a dark red reflective border. The yellow-orange fluorescent triangle is a highly visible color for daylight exposure. The reflective border defines the shape of the fluorescent color in daylight, and creates a hollow red triangle in the path of motor vehicle headlights.

Biological Hazard Signs and Labels

- Will contain the symbol found in General Industry Standard 29 CFR 1910.1030 (g).

- Signs and labels will be fluorescent orange-red.

- Red bags or red containers, with the legend imprinted on them, may be substituted for labels.

Types of Accident Prevention Tags

- Biological Hazard Tags will be used to identify the actual or potential presence of a biological hazard (those infectious agents presenting a risk of death, injury or illness), and will be used to identify equipment, container, or rooms that contain or are contaminated with hazardous biological agents.

- Danger Tags will be used in major hazard situations where an immediate hazard presents a threat of death or serious injury.

- Caution Tags will be used in minor hazard situations where a non-immediate or potential hazard or unsafe practice presents a lesser threat of injury.

- Warning Tags will be used to represent a hazard level between "Caution" and "Danger," instead of the required "Caution" tag, provided they contain a signal word of "Warning," and appropriate major message.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 92-1 DATE: 1/92 REVISED 7/07 APPROVED 9/07 REVIEWED 7/10

Aerial and Scissor Lifts

SCOPE:

This policy/procedure provides guidelines for the safe operation of aerial and scissor lifts.

PURPOSE:

To ensure City of Las Vegas employees are protected to the greatest degree possible when performing work from aerial and scissor lifts.

STANDARD:

State of Nevada , Occupational Safety and Health Administration, General Industry Standard 29 CFR 1910.67, Construction Industry Standard 29 CFR 1926.453 and .454, and ANSI/SIA A92.2, A92.3, A92.5 and A92.6.

POLICY:

Only employees of the City of Las Vegas who have received general instructions regarding the inspection, application and operation of aerial devices, including recognition and avoidance of hazards associated with their operation and who have been authorized by their supervisor may operate this equipment.

Requirements

A visual walk-around inspection of the equipment shall be conducted in accordance with manufacturer's operation manual prior to the use of the equipment. When defects are noted, the equipment will be shutdown, red tagged and repaired before being used:

- Instruction and warning labels will be legible; if not, they will be replaced.
- The controls will be plainly marked as to their function.
- Lift controls shall be tested each day prior to use to determine that such controls are in safe working condition.
- Aerial and scissor lifts shall not be "field modified" without written approval from the manufacturer.

- Attaching overhanging loads to the platform or increasing the platform size with unauthorized deck extensions or attachments is prohibited.

- In aerial lifts, a full body harness shall be worn by employees working from the basket with the lanyard attached to equipment anchorage points. Under no circumstances shall the lanyard be attached to a pole, the structure, or other equipment.

- In scissor lifts, the guardrail system provides fall protection. Access gates or openings shall be closed and secured in place.

- Employees shall always stand firmly on the floor of the basket, and shall not sit or climb on the edge of the basket or use planks, ladders, or other devices to elevate work position.

- Boom and basket load limits specified by the manufacturer shall not be exceeded.

- Equipment shall be positioned on a smooth, level, and firm surface before elevating the platform. Equipment shall not be operated on grades, slopes or ramps exceeding those specified by the manufacturer.

- The brakes shall be set and when outriggers are used, they shall be positioned on pads or a solid surface. Wheel chocks shall be installed before using an aerial and/or scissor lift on an incline.

- An aerial and/or scissor lift shall not be moved when the boom is elevated in a working position with workers in the basket, except for equipment which is specifically designed for this type of operation in accordance with the manufacturer's operation manual.

- Check clearances above, below, and on sides and bottom of platform when rising and lowering platform.

- An aerial and/or scissor lift shall not be used near electrical power lines unless the lines have been de-energized or adequate clearance is maintained. A minimum of 10 feet shall be maintained at all times.

- When other moving equipment and/or vehicles are present, special precautions shall be taken, such as the use of flags, barricades, etc.

- Aerial and/or scissor lifts shall not be used in outside work activities when severe wind conditions exist.

- When a lift is utilized to gain access to a structure, 100% fall protection will be required.

- Fleet and Transportation Services will maintain all maintenance records.

Training

- Each Division Manager and Supervisor will ensure that each worker that utilizes an aerial and/or scissor lift has been properly trained and certified prior to equipment use. The Division will forward training documentation to Human Resources, Insurance Services for issuance of training cards.

- Refresher training shall be conducted if there is an accident or near miss incident, when unsafe observation and evaluation of the operator indicates it is necessary, and/or if there is a change in the equipment utilized.

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Automotive Brake and Clutch Repair Operations

SCOPE:

To establish guidelines for City of Las Vegas employees during the repair/replacement of automotive brakes and clutches.

PURPOSE:

To reduce City of Las Vegas employee's exposure to asbestos fibers below the action level of 0.1 fibers per cubic centimeter (f/cc).

STANDARD:

Nevada Occupational Safety and Health (NVOSHES) General Industry Standard, 29 CFR 1910.1001, Appendix F.

POLICY:

Asbestos exposure occurs during the replacement of clutch plates and brake pads, shoes and linings. Asbestos fibers may become airborne when an automotive mechanic cleans and removes the asbestos-containing residue that has been deposited as brakes and clutches wear.

The use of compressed air to clean parts and employee or dry or wet brushing to clean parts is prohibited.

Acceptable Work Practices

Negative Pressure Enclosure/High Efficiency Particulate Air (HEPA) Vacuum System Method consists of:

- The brake and clutch inspection, disassembly, repair and assembly shall be enclosed to cover and contain the brake or clutch assembly.
- The enclosure shall allow the clear view of the work and be provided with impermeable sleeves to handle the work.
- A HEPA-filtered vacuum shall be used to first loosen the asbestos containing residue and then to evacuate the material from the enclosure.

Low Pressure/Wet Cleaning Method consists of:

- A catch basin that shall be placed under the brake assembly, positioned to avoid spills or splashes.

- The reservoir shall contain a surfactant or water wetting agent. The flow of liquid shall be controlled to gently flood the brake assembly and to prevent the asbestos fibers from becoming airborne.

- After removing the brake drum, the wheel hub and back of the brake assembly shall be thoroughly wetted to suppress dust.

- The brake support plates, brake shoes and brake components used to attach the brake shoes shall be thoroughly washed before removing the old shoes.

Wet Method consists of:

- Place a collection pan under the assembly.

- A spray bottle, hose nozzle, or other implement capable of delivering a fine mist of water or amended water at low pressure shall be used to first thoroughly wet the brake or clutch parts

- Parts are then wiped with a rag.

Disposal of Contaminant Materials

The vacuum's filter shall first be wetted, then removed and disposed in an impermeable container. The container will be properly labeled.

Contaminated rags shall be placed in an impermeable container, properly labeled and disposed.

When contaminated work uniforms or rags are laundered, these materials will be placed in labeled plastic bags and kept separate from similar materials. The laundered/cleaner will be advised that the material has been contaminated with asbestos fibers.

Hygiene Practices

Food or beverages will not be consumed or stored, nor will smoking be allowed until the hands and face are thoroughly washed with soap and hot water.

Training

Training will be conducted upon initial hire or assignment for this type of work activity. Refresher training shall be conducted when an unsafe observation or evaluation occurs.

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: 89-5 DATE: 10/89 REVISED 10/05 APPROVED 11/05 REVIEWED 7/10

Bloodborne Pathogens

SCOPE:

To establish guidelines for all occupational exposures to blood or other potentially infectious materials.
PURPOSE:

To reduce the risk of contracting and spreading disease caused by bloodborne pathogens, including but not limited to Hepatitis B Virus (HBV) Hepatitis C Virus (HVC) and Human Immunodeficiency Virus (HIV).

STANDARDS:

OSHA General Industry Standard 29 CFR 1910.1030.

POLICY:

Definitions

Definitions specific to this Safety Policy/Procedure will be found in Appendix I.

Responsibility

All employees will follow the established guidelines when involved with a communicable disease or when a parenteral or mucous membrane exposure to blood or other potentially infectious body fluids occurs.

Confidentiality

Information regarding each exposure or potential exposure will be considered CONFIDENTIAL and will be only released to those persons directly involved in the follow-up care of the employee.

Exposure Determination

Each Department listed in this section will be required to develop a written Exposure Control Plan. The Exposure Control Plan will be submitted to the Human Resources, Insurance Division for review. Appendix II was used to determine that the following employees are covered by this Safety Policy/Procedure:

- Fire and Rescue - Fire Operation Division.
- Municipal-Court Marshals
- Neighborhood Services - Code Enforcement Officers, Maintenance Workers, and Painters.

- Detention and Enforcement - Correction Officers, Classification/Intake Aides, Animal Control Officers and Marshals.
- Public Works - Environmental Division - All personnel.
- Public Works - Traffic Engineering, Traffic/Electrical Field Operations - All personnel.
- Field Operations - Facilities Management Division, Fleet and Transportation Division, Parks and Open Spaces Division and Streets and Sanitation Division - All personnel.

Implementation Schedule and Methodology

Compliance Method

- Universal precautions will be observed in order to prevent contact with blood or other potentially infectious material. All blood or other infectious materials will be considered infectious regardless of the perceived status of the source.

- Engineering and work practice controls will be utilized to eliminate or minimize exposure to employees. Where occupational exposure remains, personal protective equipment will be used. A list of the type of engineering controls (e.g., sharp disposal containers, self-sheathing needles, sharps with engineered injury protections and needleless systems) and work practice controls (e.g., prohibiting recapping of needles by a two-handed technique) will be developed.

- The engineering and work practice controls will be examined and maintained on a regular basis. An inspection schedule will be developed indicating whether the inspection is required daily, once per week, etc., as well as who will be responsible to inspect and review the effectiveness of the individual controls.

- Hand washing facilities will be made readily accessible to employees who incur exposure to blood or other infectious materials. A list the hand washing locations will be developed. When hand washing facilities are not feasible antiseptic cleaner in conjunction with a clean cloth/paper towels or antiseptic towelettes. If these alternatives are to be used, then the hands will be required to be washed with soap and running water as soon as possible. When alternatives to readily accessible hand washing facilities are used a list of the locations, tasks and who will be responsible to ensure maintenance and accessibility of these alternatives.

- Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken. If such action is required, then the recapping or removal of the needle must be done by the use of a mechanical device or a one-handed technique. A list of procedures and mechanical devices to be used or alternatively if a one handed technique will be used.

- Sharps containers will be puncture resistant, leak proof and labeled with a biohazard label. A list of where sharps containers are located and who will be responsible for the disposal of full containers will be developed.

- Employees will not eat, drink, apply cosmetics or lip balm, smoke or handle contact lens in work areas (e.g., rescue units) where there is a likelihood of exposure to blood or other potentially

infectious materials. These activities will be done in the designated areas only (e.g., employee break rooms).

- When equipment or a work area becomes contaminated with blood or other infectious materials the equipment or area will be decontaminated. A list of proper decontamination methods and designated areas will be developed.

- All personal protective equipment, cleaning, laundering and disposal will be provided without cost to the employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other infectious material to pass through or reach the employees' clothing, skin, eyes, mouth or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used. A list of the type of personal protective equipment required for each procedure and who will be responsible for the distribution will be developed.

- All garments which are contaminated with blood will be removed immediately and be placed in the appropriate labeled containers. A list of container locations will be developed.

- Gloves will be worn where it is reasonably anticipated that employees will have hand contact with blood, other infectious materials, non-intact skin and mucous membranes. A list of procedures that require the use of gloves and the locations where gloves will be available will be developed.

- Disposable gloves will not be washed or decontaminated for re-use. They shall be replaced when they become contaminated or if they are torn, punctured or when their ability to function as a barrier is compromised. Dispose of gloves in the biohazard containers that have been provided.

- Masks in combination with eye protection devices, such as goggles or glasses with side shields or chin-length face shields will be required to be worn whenever splashes, spray, splatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonable anticipated. A list will be developed of those situations where such protection will be required.

- Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked red bags at the location where it is used. Such laundry will not be sorted or rinsed in the area of use. All employees who handle contaminated laundry will use personal protective equipment to prevent contact with blood or other potentially infectious materials. When contaminated laundry is sent off-site, the laundry service will be notified in writing and a copy of the letter will be maintained as part of this Safety Policy/Procedure.

<u>Hepatitis B Vaccination Program</u>

- All employees who have been identified as having reasonably anticipated exposure to blood or other potentially infectious materials will be offered Hepatitis B vaccinations, at no cost to the employee. The vaccine will be offered within ten (10) working days of their initial assignment to

work involving the potential for occupational exposure to blood or other potentially infectious materials, unless the employee has previously had the vaccine or wishes to submit to antibody testing which shows the employee to have sufficient immunity.

- Employees who decline the Hepatitis B vaccination will sign the waiver found in Appendix III. The original signed waiver will be forwarded to Human Resources, Insurance Services Division and placed in the employee's medical file. Employees who initially decline the vaccine but who later wish to have it will have the vaccination provided at no cost.

- Each Department covered by this Safety Policy/Procedure will designate a responsible party to ensure that the vaccine is offered and the waivers are signed.

Post-Exposure Evaluation and Follow-up

- When an employee incurs an exposure incident, it will be reported immediately to the supervisor and reported to Human Resources, Insurance Division within twenty-four (24) hours of the incident.

- A confidential medical evaluation will be scheduled. The health care provider will offer the appropriate counseling concerning the precautions to be taken after the exposure incident. The employee will also be given information on what potential illnesses to be aware of and to report any related symptoms to the appropriate personnel.

- A Notice of Injury or Occupational Disease, Form CLV 7040, an Employers Report of Industrial Injury, Form CLV 7034 and an Employee's Claim for Compensation/Report of Initial Treatment, Form CLV 7041 will be completed and forwarded to Human Resources, Worker Compensation Section.

- A Disease Exposure Report will be completed and forwarded to Human Resources, Insurance Services Division.

Interaction with Health Care Professionals

- A written opinion will be obtained from the health care professional who evaluates employees. The written opinions will be obtained when:

    - When an employee is sent to obtain the Hepatitis B vaccine.
    - When an employee is sent to a health care professional following an exposure incident.

- The health care professional will be instructed to limit their opinion to:

    - Whether the Hepatitis B vaccine is indicated and if the employee has received the vaccine or for evaluation following an incident.
    - That the employee has been informed of the results of the evaluation.
    - That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials.

Training

- Training will be conducted prior to initial assignment where occupational exposure may occur.
- Training for employees will include explanations of:

    - ❖ The Bloodborne Pathogens Standard.
    - ❖ Epidemiology and symptomatology of bloodborne disease.
    - ❖ Modes of transmission of bloodborne pathogens.
    - ❖ The City of Las Vegas Infectious Control Plan.
    - ❖ Procedures which might cause exposure to blood or other potentially infectious materials.
    - ❖ Control methods which will be used to control exposure to blood or other potentially infectious materials.
    - ❖ Personal protective equipment available and who should be contacted concerning availability.
    - ❖ Post-exposure evaluation and follow-up procedures.
    - ❖ Signs and labels that are used.
    - ❖ Hepatitis B vaccination program.

- Training will be classroom instruction, using videotapes and written materials. The training materials will be located in the Department of Human Resources, Insurance Services Division

- Refresher training will be conducted on an annual basis.

Infectious Control Plan Review

- The plan will be reviewed and updated annually to reflect new or modified tasks and procedures.

- The review should reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens; and document effective safe medical devices designed to eliminate or minimize occupational exposure.

- Solicit non-managerial employee's comments on the identification, evaluation and selection of effective engineering and work practices.

Recordkeeping

The Sharp's Injury Log will be maintained by Human Resources, Insurance Services Division.

APPENDIX I

Definitions

AIDS: Acquired Immune Deficiency Syndrome.

Bloodborne Pathogens: Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include but are not limited to hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

Cleaning: Removing by scrubbing and washing, as with hot water, soap or suitable detergent or by vacuum cleaning, of infectious agents and of organic matter from surfaces on which and in which infectious agents may find favorable conditions for surviving and multiplying.

Communicable Disease: An illness due to a specific infectious agent which arises through transmission of that agent from an infected person, animal, or object to a susceptible host, either directly or indirectly.

Contact: A person or animal that has been in such association with an infected person or animal or a contaminated environment as to have had opportunity to acquire the infective agent.

Contamination: The presence of or the reasonable anticipated presence of blood or other potentially infectious materials on an item or surface.

Decontamination: A process or method whereby an object or material is freed of biological contaminants and rendered safe for human handling.

Disinfection: Killing infectious agents outside the body by chemical or physical means directly applied.

Exposure Incident: A specific eye, mouth, other mucous membrane, non-intact skin or parental contact with blood or other potentially infectious materials that result from the performance of an employees duties.

Engineering Controls: Controls that isolate or remove bloodborne pathogen hazards from the workplace (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as, sharps with engineered injury protections and needleless systems).

HBV: Hepatitis B Virus.

HCV: Hepatitis C Virus.

HIV: Human Immunodeficiency Virus.

HIV antibody test: Blood test for antibody to the AIDS virus.

HIV – Antibody positive: Positive blood test (including Western Blot test) meaning infection at some time with the AIDS virus.

Host: The organism from which a parasite obtains its nourishment.

Incubation period: The time interval between exposure to an infectious agent and appearance of the first sign or symptom of the disease in question or the first time transmission is possible.

Infectious waste: Blood and blood products, contaminated sharps, pathological wastes, and microbiological wastes.

Infectious disease: A clinically apparent disease of man or animals resulting from an infection.

Mucous membrane exposure: Splash to the eyes or mouth.

Occupational exposure: Reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. This definition excludes incidental exposures that may take place on the job, and that are neither reasonably nor routinely expected and that the worker is not required to incur in the normal course of employment.

Other potentially infectious materials: The following body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, and any body fluid that is visibly contaminated with blood, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids;

- Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and

- HIV or HBV-containing cell or tissue cultures, organ cultures, and HIV or HIB containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

Needleless systems: A device that does not use needles for (1) the collection of bodily fluids or withdrawal of bodily fluids after initial venous and arterial access is established; (2) the administration of medication of fluids; or (3) any other procedure involving the potential for occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

Parenteral: Piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts and abrasion.

Prophylaxis: Preventative treatment.

Seronegative: Negative blood test.

Seroconvert: Blood test change from negative to positive.

Sharps: any object that can penetrate the skin including, but not limited to, needles, scalpels, and broken capillary tubes.

Sharps With Engineered Sharps Injury Protections: A non-needle sharp or a needle device used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, with built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

Suspect: A person whose medical history and symptoms suggest that he may have or be developing some communicable disease.

Universal precautions: Is an approach to infectious control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, HCV and other bloodborne pathogens.

Work Practice Controls: Controls that reduce the likelihood of exposure by altering the manner in which a task is performed (e.g., prohibiting recapping of needles by a two-handed technique).

APPENDIX II

The following information is provided as a quick reference guide to when personal protective equipment is required to be worn.

Personal Protective Equipment	Nature of Task	Equipment should be:	
		Available	Worn
I	Direct contact with blood or body fluids to which universal precautions apply exposure to skin/mucous membrane to victim's body fluid.	YES	YES
II	Activity performed without blood exposure but exposure might occur in an emergency.	YES	NO
III	Task/activity does not entail predictable or unpredictable exposure to blood.	NO	NO

APPENDIX III

HEPATITIS B VACCINE DECLINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis vaccine, at no charge to me. However, if I decline the hepatitis B vaccination at this time, I understand that by declining this vaccine I will continue to be at risk of acquiring hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccine series at no charge to me.

I understand that this vaccine is made from common baker's yeast cells through genetic engineering and does not contain any human blood products. The vaccine is given by injection on three (3) separate dates; the first two doses are given one (1) month apart and the third dose is given five (5) months after the second. After three doses, the Hepatitis B vaccine is 85%-95% effective in preventing Hepatitis B infection.

****

_____ With full knowledge of the above statements, I elect to receive the vaccine.

_____ With full knowledge of the above statements, I decline the Hepatitis B vaccination at this time. I understand that I can receive the vaccination series, at no charge and at a later date if I continue to have an occupational exposure.

Employee's Name (Print)

Employee's Signature (Date)

Distribution - Original to Risk Management
Copy to Employee

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 07/1 DATE: 4/07 REVISED APPROVED 4/07 REVIEWED 4/07

Card Lock & City ID Badges Fuel Use

SCOPE:

All City Departments and employees utilizing City owned vehicles and equipment requiring fueling.

PURPOSE:

To provide guidelines for the proper use of City issued Compressed Natural Gas (CNG) card-lock fueling system cards and City identification cards issued to fuel at the City owned and operated gasoline and biodiesel, diesel fueling sites.

POLICY:

As a key component of promoting the City's efforts to guard the City's assets and good business practices, the need to safeguard those assets that operate City vehicles operating on liquefied and gaseous fuels is of paramount importance.

General Requirements

- All card-lock fuel access cards - primarily those used for compressed natural gas (CNG) - have PIN numbers allowing for fuel access and the confidentiality of those numbers are of paramount importance.

- PIN numbers are NOT to be posted in a public manner or in such a way that public accessibility is easy or obvious.

PROCEDURE:

- Card-lock cards primarily issued through an outside vendor to access various CNG fueling sites throughout the City are issued through the Fleet and Transportation Services Division of the Department of Field Operations only.

- Points of contact are: In the West area of the City - 2950 Ronemus Drive - phone 229-5159. In the East area of the City - Mojave/Bonanza - phone 229-5170.

- City issued identification badges act as the control point of entry for all vehicles and equipment using the City owned fueling network. Once activated by an authorized City employee, the automated fuel system prompts the user to several sequential steps before fueling commences.

Lost or Stolen Cards

- A lost card-lock card must be reported immediately to the Fleet and Transportation Services Division so that a new one(s) can be issued and the lost card de-activated. Points of contact by location see Procedure item # 2 above.

- A stolen card-lock card must be reported immediately to BOTH Detention and Enforcement phone 229-6444 AND Fleet and Transportation Services Division phone 229-6971, so that they can be de-activated and new card(s) issued expeditiously.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 93-2 DATE: 2/93 REVISED 4/01 APPROVED 2/93 REVIEWED 9/10

Commercial Driver's License Procedure

SCOPE:

To establish alcohol and drug testing guidelines for City of Las Vegas employees who are required to have a Commercial Driver's License (CDL) and a procedure to obtain a Commercial Driver's License (CDL).

PURPOSE:

To comply with the Omnibus Transportation Employee Testing Act of 1991 and the alcohol and drug testing rules mandated by the U. S. Department of Transportation (DOT) and The Federal Highway Administration (FHWA). City employees who have a Commercial Driver's License (CDL) shall be subject to policies and procedures developed from the U. S. Department of Transportation and Federal Highway Administration rules.

STANDARDS:

U. S. Department of Transportation (DOT), The Federal Highway Administration and the State of Nevada , Department of Motor Vehicles Regulations.

POLICY:

Because alcohol and drugs use can detrimentally affect job performance and employee safety, the City of Las Vegas is committed to achieving and maintaining an alcohol and drug free workplace. While the City has no intention of intruding into the private lives of its employees, any impairments (both mental or physical) as the result of drug and alcohol use, we will be firm in identifying and disciplining those employees. These impairments may endanger the health and safety of fellow employees, the public at large, or interfere with the operations of the City.

Human Resources, Insurance Services Division will conduct Alcohol and Drug Awareness Training Programs to inform CDL holders and their supervisors about the dangers of alcohol misuse and drug use in the workplace, the disciplinary action that may be imposed upon CDL holders for alcohol misuse and drug use violations in the workplace and the available counseling assistance or rehabilitative programs. Violations of these rules may mean loss of an employee's CDL, loss of income and even loss of employment. Employees with substance abuse problems are strongly encouraged to voluntarily seek self-help through the City's Employee Assistance Program (EAP).

All CDL holders' alcohol and drug testing results and records are maintained under strict confidentiality by Human Resources, Insurance Services Division, the drug testing laboratory and the Medical Review Officer (MRO). This information cannot be released to others **without the written consent of the CDL holder**.

Any questions regarding the Mandated Alcohol and Drug Testing Policy can be answered by contacting the Human Resources, Insurance Services Division.

Procedure

Effective January 1, 1995, the DOT alcohol and drug testing rules require local government employees be tested if they have a CDL and perform the following safety-sensitive job functions:

- Operates a single or combination motor vehicle with a gross vehicle weight rating (GVWR) of 26,001 pounds or more;

- Operator a vehicle designed to carry more than 15 persons, including the driver;

- Operate a vehicle requiring hazardous material placard to be displayed.

Safety-Sensitive employees are those employees who:

- Are required as part of their job classification to have a CDL;

- Voluntarily have a CDL and occasionally serve in an acting capacity which requires the license;

- Voluntarily has a CDL and operates a City vehicle that would normally require a CDL operator. (Participation in testing is required even if the employee was working out of his or her classification, and it only occurred once.)

- City employees shall not work or be at work while under the influence of alcohol, illegal drugs or controlled substances. Neither shall the employee consume alcoholic beverages, use illegal drugs, or use controlled substances while on paid time.

- The use of prescription drugs that would not alter an employee's work performance is acceptable if a qualified physician prescribes the drugs. It is the employee's responsibility to notify the supervisor prior to beginning the work shift, if he or she is taking legally prescribed medication, therapeutic drug, or any over-the-counter non-prescription drug or cold medicine that carries a warning label or contains alcohol.

- For purposes of this policy ON-DUTY TIME will mean the time a driver begins work, or is required to be in readiness to work, up until the time the driver is relieved from all work related responsibilities.

- For the purposes of this policy MAXIMUM DRIVING TIME will mean that a driver will not be permitted to drive:

    - ❖ More than 10 hours following 8 consecutive hours off duty; or

    - ❖ For a period after having been on duty 15 hours following 8 consecutive hours off duty.

Required Alcohol and Drug Tests

All drug and alcohol tests will be administered at the expense of the City of Las Vegas. Testing will be required under the following conditions:

Pre-Employment Testing

All employees being hired into a safety-sensitive position requiring a CDL license are required to take Alcohol and Drug Pre-Employment Test before hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. If the driver has participated in a drug testing program that meets the federal requirements within the last 30 days the pre-employment test is not necessary.

Transfers

Testing for controlled substances is required when an existing employee is transferred to a safety-sensitive position. If the driver has participated in a drug testing program that meets the federal requirements within the last 30 days the pre-employment test is not necessary.

Post-Accident Testing

- The City of Las Vegas will require alcohol and drug testing be conducted for all accidents involving a commercial motor vehicle.

- The alcohol breath test must be administered within two (2) hours following the accident and cease attempts after eight (8) hours. The drug test must be administered within thirty-two (32) hours of the accident; after 32 hours all attempts must be ceased.

- An employee who is subject to Post-Accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing.

- Federal Highway Administration Subpart B, Section 382.303 Post Accident testing does not require the driver be removed from driving, but only when the driver tests positive for controlled substances or alcohol. The City policy requires that the driver not operate a vehicle until they are tested. It is at the discretion of the Department/Division whether or not the employee is returned to a non safety-sensitive function prior to receiving the laboratory test results.

Reasonable Suspicion Testing

- Conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or drug misuse.

- When the trained supervisor has observed appearance, behavior, speech or body odor of an employee that is characteristic of drug or alcohol misuse, the Division Manager should be present when the supervisor completes the “Supervisor’s Report of Reasonable Suspicion” found on page eleven (11) of this policy.

- Once the form is completed, the supervisor is to immediately transport the employee to the nearest collection site.

Random

- Drug and alcohol tests shall be conducted on a random, unannounced basis and spread reasonably throughout the calendar year. Each driver shall have an equal chance of being tested when selections are made.

- Alcohol testing shall equal at least 10 percent of eligible employees each year and shall be conducted just before, during or after an assigned safety-sensitive function.

- Drug testing shall equal at least 50 percent of all eligible employees each year and does not have to be conducted in immediate time proximity to performing a safety-sensitive function.

- Random testing shall always occur during the course of the workday. Testing will not interfere with the employee's personal time off.

- The selection process will be performed through the use of a statistically valid computer random selection method.

- Random testing will be administered at the expense of the City of Las Vegas.

Return-To-Duty and Follow-Up Testing

- Return to duty test is required when an employee violates the City's CDL Drug and Alcohol Policy. The employee must undergo a return to duty drug and alcohol test before the employee may return to a safety-sensitive position.

    - ❖ The alcohol breath test results must have an alcohol concentration of less than 0.02; and,

    - ❖ A verified negative result for controlled substances.

- Follow-up tests are unannounced, random and a minimum of six (6) tests will be conducted in the first 12 months after an employee's return to duty. Testing over the minimum will depend on the outcome of the Disciplinary Hearing. Upon recommendation of the Substance Abuse Professional (SAP), follow-up testing may be extended for up to 60 months following an employee's return to duty.

Alcohol and Drug Testing

Drug Testing

- THE UNAUTHORIZED USE OF ANY CONTROLLED SUBSTANCE IS STRICTLY PROHIBITED IN ALL SITUATIONS.

- All drug testing is performed at a laboratory certified and monitored by the U. S. Department of Health and Human Services (DHHS) and is done by analyzing an employee's urine specimen. All urine specimens are analyzed for the following drugs:

    - ❖ Marijuana
    - ❖ Cocaine
    - ❖ Amphetamines
    - ❖ Opiates (including heroin)
    - ❖ Phencyclidine (PCP)

- Each urine specimen is subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request the split specimen be retested at the same laboratory or be sent to another (DHHS) certified laboratory for analysis, at the employee's expense.

- An employee who fails to notify the City within seventy-two (72) hours, of receiving the results of the positive test, of their desire to have the split specimen tested shall be deemed to have waived their right to seek testing of the split specimen.

- All drug test results are reviewed by a physician (Medical Review Officer-MRO) before the test results are reported to the City. An employee will be interviewed by an MRO any time there is a positive, adulterated or substituted drug test to determine if there is an alternative medical explanation for the positive, adulterated or substituted drug test. For all drugs except PCP, there are some limited, legitimate medical uses that may explain the positive test results. If an employee provides appropriate and acceptable documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result is reported as “negative” to Human Resource, Insurance Services Division. Testing for drugs does not have to be conducted in immediate time proximity to performing a safety sensitive function. Test results are confidential and may only be released to Human Resource, Insurance Services Division, the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO).

<u>Alcohol Testing</u>

- Safety-sensitive employees may not consume alcohol:

    - ❖ Within four (4) hours before performing a safety-sensitive function;

    - ❖ While performing a safety-sensitive function;

    - ❖ After an accident unless the employee has been tested or eight (8) hours have elapsed from the actual time of the accident.

- Once an employee is notified of their selection for testing, they must proceed immediately to the appropriate testing location.

- Alcohol testing is conducted just before, during or just after an employee performs a safety sensitive function or as required by a covered accident.
- Employees shall be required to submit to breath testing using an approved evidential breathing testing (EBT) device. A State certified Breath Alcohol Technician (BAT) shall administer the testing process.

- If the alcohol concentration is greater than 0.02, a second or confirmation test must be conducted, 15 minutes after the initial test, and not more than 30 minutes.

- The employee and the Breath Alcohol Technician (BAT) will complete an alcohol testing form to ensure that the results are properly recorded.

Consequence of Positive Alcohol Testing

- Any employee who tests positive for alcohol concentrations greater than 0.02 is subject to discipline, up to and including termination.

- When the confirmation test level is between 0.02 and 0.039, the employee shall be removed from the safety-sensitive function and either retested or removed from their position for a minimum of twenty-four (24) hours.

- When a confirmation alcohol test measures greater than 0.04, the employee shall be immediately removed from their safety-sensitive position.

- The employee will not be permitted to drive his/her own vehicle home at the time of a positive result. The employee must make alternative transportation arrangements in order to leave the collection or employment site.

- Based on the severity of the situation, the employee will not be permitted to return to work nor be assigned to a non-safety-sensitive position. The employee may also be placed on administrative leave until the disciplinary hearing.

- Before returning the employee to a safety-sensitive function:

    - ❖ The employee must have a return to duty alcohol breath concentration level below 0.02.

    - ❖ The employee shall be refer to the City's EAP for assessment of an alcohol problem and a determination of whether participation in a treatment program is necessary; and,

    - ❖ A Substance Abuse Professional (SAP) shall determine that the employee has successfully completed any required rehabilitation; and,

- Follow-up testing may be required to monitor the employee's continued abstinence from alcohol use. Testing will consist of a minimum of six (6) random follow-up tests or based on the outcome

of the Disciplinary Hearing. Testing will be random and unannounced during the next year, with the possibility of follow-up testing up to 60 months.

- Employees participating in recognized counseling and rehabilitation programs, if unable to work, may use accumulated sick and annual leave.

- The employee is responsible for any evaluation or treatment costs not covered by the City of Las Vegas, EAP or Medical Insurance.

Consequence of Positive Controlled Substance Testing

- An employee who tests positive for controlled substances is subject to discipline, up to and including termination.

- The employee shall be immediately removed from the safety-sensitive position when Human Resources, Insurance Services Division are notified of a positive test.

- The employee shall be referred to the City's EAP for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;

- The employee shall be evaluated by a SAP or MRO and determined to be fit to return to work prior to their release of the employee; and,

- The employee shall have a negative test result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use may be required.

Prescription Drugs

- THE MISUSE OR ABUSE OF LEGAL DRUGS WHILE PERFORMING CITY BUSINESS IS PROHIBITED.

- It is the employee's responsibility to notify the supervisor prior to beginning the work shift, if he or she is taking legally prescribed medication, therapeutic drug or any over-the counter non-prescription drug or cold medication that carries a warning label or contains alcohol.

- If the supervisor has reason to question the employee's ability to perform assigned duties while on prescription medication, clearance from a qualified physician may be required.

- Before a physician prescribes medication to a safety-sensitive employee, it is the responsibility of the employee to advise the physician of his/her safety-sensitive function.

Refusal to Take Alcohol or Drug Test

An employee who refuses to be tested shall NOT be permitted to operator a commercial motor vehicle. A refusal shall be treated as a positive test and all provisions relating to a positive test results shall be applicable.

Procedure to Obtain a Commercial Drivers License (CDL)

- The employee will obtain the Commercial Driver's License Handbook and application form from the Department Of Motor Vehicles.

- The employee can schedule the required medical examination by contacting the Human Resources, Insurance Services Division. These medical examinations are provided at no cost to the employee.

- The employee will submit the CDL application and medical examination results to the Department of Motor Vehicles at the time of the written examination. The employee is responsible for making the necessary arrangements to take the test directly with the Department of Motor Vehicles.

- The employee will pay all applicable fees, initial and renewal, and submit a receipt to the Department/Division for reimbursement.

- When the employee has obtained a CDL permit, arrangements must be made with the City's in-house trainers and certifiers for training and testing. When the employee has completed the necessary training, the employee will be tested on the skills and driving portion by the City certifier.

Written Tests

- The written tests that are to be taken depending on class of license (A or B) and endorsements (T-Doubles & Triples, P-Passengers, X-Hazardous and Tankers, N-Tankers, etc.) are required.

- The CDL knowledge tests include:

    - ❖ General Knowledge Test, taken by all applicants.
    - ❖ Passenger Transport Test, taken by all bus/trolley drivers.
    - ❖ Air Brake Test, if the vehicle has air brakes.
    - ❖ Combination Vehicle Test, to drive combination vehicles.
    - ❖ Hazardous Materials Test, to haul hazardous materials.
    - ❖ Tanker Test, to haul liquids in bulk.
    - ❖ Doubles/Triples Test, to pull double or triple trailers.

- It is the responsibility of the employee to assure that all applicable tests are taken.

- The Commercial Driver's License Handbook contains the necessary study materials to pass these tests. The employee will need to study this material and fully understand it before taking the test.

Skills Test

- After passing the required written knowledge tests, the Department of Motor Vehicles will issue a permit to the employee. This permit will allow the employee to operate a commercial vehicle for

the class and with the proper endorsements for the vehicle to be driven ONLY when another employee with a valid Nevada CDL is in the vehicle.

- The City of Las Vegas has been certified by the State of Nevada to administer the skills and driving test. The Department/Division will contact Human Resources, Insurance Services Division to arrange for these tests.

Prohibitions

- No employee will be assigned or allowed to drive a commercial vehicle without the proper class of license and endorsements, if required.

- No employee will be assigned or allowed to operate a commercial vehicle, with only a permit.

Determination of Legal Weight Limits

- According to Nevada Revised Status 484.739, a combination vehicle SHALL NOT exceed the legal weight determined by using the Bridge Formula.

- The legal weights have been calculated for those commercial vehicles in the City's fleet affected by the formula.

Vehicle Number	Gross Vehicle Weight	Legal Weight
900	80,000	76,000
902	80,000	76,000
949	52,000	49,000
2116	33,000	52,000
2125	33,000	52,000
2161	52,000	49,000
2215	33,000	48,000
2554	54,000	52,000
2555	54,000	52,000
2836	21,500	43,000
2873	30,000	45,000

- When picking up a load it shall be the responsibility of the driver to double-check the weight slip to ensure that the load does not exceed the legal weight.

- It shall be the responsibility of the operator of the vehicle for any citations issued for "Improper Weight".

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	90-5
	DATE:	3/90
	REVISED	8/07
	APPROVED	12/07
	REVIEWED	9/10

Confined Space Entry

SCOPE:

This policy/procedure establishes practices and procedures for entry into and work within confined spaces.

PURPOSE:

To ensure City of Las Vegas employees are protected to the greatest degree possible from the hazardous atmospheres and other conditions which are immediately dangerous to life or health (IDLH).

STANDARD:

State of Nevada , Occupational Safety and Health Administration, General Industry Standard 29 CFR 1910.146.

DEFINITIONS:

ATTENDANT means an individual stationed outside the permit required confined space who monitors the authorized entrants and who performs all attendants' duties as assigned.

AUTHORIZED ENTRANT means an employee who is authorized by the employer to enter a permit required confined space.

CONFINED SPACE means a space which:

- Is large enough and so configured that an employee can bodily enter and perform assigned work;
- Has limited or restricted means for entry or exit, such as (but not limited to) tanks, vessels, storage bind, hoppers, vaults, pits and diked area;
- Is not designed for continuous employee occupancy.

ATMOSPHERE means an atmosphere that contains:

- Flammable gas, vapor or mist in excess of 10% of its lower explosive limit;
- Airborne combustible dust at a concentration that meets or exceeds its lower explosive limit;

- An oxygen concentration below 19.5% (oxygen deficient) or above 23% (oxygen enriched);

- An atmospheric concentration in excess of the Permissible Exposure Limit (PEL) found in the State of Nevada , Occupational Safety and Health Administration, General Industry Standards, Subparts G and Z.

ENTRANT SUPERVISOR means the person responsible for determining if acceptable conditions are present at a permit required space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry.

NONPERMIT CONFINED SPACE means a confined space that does not contain or with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

PERMIT REQUIRED CONFINED SPACE (PRCS) means a confined space that has one or more of the following characteristics:

- Contains or has the potential to contain a hazardous atmospheres;

- Contains a material that has the potential for engulfing on the entrant'

- Has an internal configuration such that an entrant could be trapped or asphyxiated by inward converging walls or by a floor which slopes downward and tapers to a smaller cross section; or

- Contains any other recognized serious safety hazard.

POLICY:

Non-Permit Required Confined Space

A permit will not be required under the following conditions:

- When it can be demonstrated that the only hazard is an actual or potential hazardous atmosphere.

- Where it can be demonstrated that continuous forced air ventilation ***alone*** is sufficient to maintain safe entry.

- When developing monitoring and inspection data that supports the demonstrations listed above; and

- The determinations and supporting data will be made available to all employees.

Entry into a non-permit required confined space will be conducted according to the following:

- Conditions which make it unsafe to remove an entrance cover will be eliminated.

- When entrance covers are removed, the opening will be guarded to prevent falling through the opening and falling objects from entering the space.

- Before entry is made, the internal atmosphere will be tested for oxygen content, flammable gases and vapors and any other air contaminants.

- When the established PEL's are exceeded, entry ***WILL NOT BE MADE.***

- When forced air ventilation is required it will be used as follows:

    - ❖ Entry ***WILL NOT BE MADE*** until the forced air ventilation has eliminated any hazardous atmosphere.
    - ❖ The forced air ventilation will be directed at the immediate area where the employee(s) are or will be working
    - ❖ The forced air ventilation will be continuous until ALL employees have left the space.
    - ❖ The forced air ventilation will be from a clean source.
    - ❖ The space will be continuously tested to ensure that the forced air ventilation is preventing the accumulation of a hazardous atmosphere.

- When a hazardous atmosphere is detected after entry, the following steps will be taken:

    - ❖ All employees will leave the space ***IMMEDIATELY.***
    - ❖ The space will be evaluated to determine how the hazardous atmosphere developed.
    - ❖ Corrections will be made and the space will be re-evaluated, the internal atmosphere tested and forced air ventilation will be required.

- The form in Appendix A will be completed as written certification that the space is safe to enter and will be made available to all affected employees. The certification will be kept on file with the Department/Division for review by Human Resources, Insurance Services Division.

- When a non-permit required confined space changes in its use or configuration, it will be re-evaluated and if necessary, reclassified as a permit required confined space (PRCS)

Permit Required Confined Space (PRCS)

- Before entry is authorized, the permit in Appendix A will be completed for any PRCS identified.

- The permit will be completed and signed by the entry Supervisor and posted at the entry. The entry supervisor will terminate entry and cancel the entry permit when:

    - ❖ The work covered by the permit is completed; or,
    - ❖ A condition that is not allowed by the permit arises in or near the permit space.

- The duration of the permit will ***NOT*** exceed the time it takes to complete the work.

- Permits will be retained for one (1) year and reviewed annually so revision can be made, if required.

- The following equipment will be supplied, if required:

    - ❖ Testing and monitoring equipment
    - ❖ Ventilating equipment, capable of obtaining acceptable entry conditions;
    - ❖ Communication equipment to allow the attendant to monitor and alert the entrants of the need to exit the space;
    - ❖ Personal protective equipment when engineering and work practices do not protect the employee(s).
    - ❖ Lighting equipment that will adequately light the space and is listed as intrinsically safe;
    - ❖ Ladders for safe ingress and egress;
    - ❖ Rescue and emergency equipment, except to the extent that the equipment is provided by outside rescue services; and,
    - ❖ Any other equipment that is necessary for the safe entry and exit from the space.

- Tests will be performed in the permit space to determine if acceptable entry conditions exist before entry is authorized.

- The permit space will be tested continuously while employees are in the space to ensure acceptable conditions are being maintained.

- One (1) attendant will be provided outside of the space to monitor the authorized entrant during the duration of the entry operation.

Rescue and Emergency Services

The Entry Supervisor will contact the City's Fire Department by dialing 229-0291 and advise them of the confined space entry. They will provide rescue and emergency services.

Training

Three levels of training will be required and provided annually relating to the Authorized Entrant, Attendant and Entry Supervisor.

<u>Duties of Authorized Entrant</u>

- Recognizes the hazards which may be present during entry.

- Knows the modes, signs or symptoms and consequences of exposure to the hazards.

- Is aware of the behavioral effects of the hazard exposure.

- Is aware of the personal protective equipment requirements needed for safe entry and exit and their use.

- Uses all required equipment according to the instructions given.
- Maintains communication contact with the attendant.
- Notifies the attendant when the entrant initiates self-evacuation.
- Alerts the attendant whenever the entrant recognizes any warning signs or symptoms or exposure.
- Alerts the entrant if a prohibitive condition is detected.
- Exits the space whenever
    - ❖ Ordered to do so by the attendant or Entry Supervisor.
    - ❖ The entrant recognizes any warning signs or symptoms of exposure.
    - ❖ The entrant detects a prohibitive condition.
    - ❖ An evacuation alarm is activated.

<u>Duties of the Attendant</u>

- Recognizes the hazards which may be present during entry.
- Knows the modes, signs or symptoms and consequences of exposure to the hazards.
- Is aware of the behavioral effects of the hazard exposure.
- Continuously maintain an accurate count of the authorized entrants in the permit space.
- Remains outside of the permit space during entry operation until relieved by another attendant.
- Alerts the entrant of any hazard detected outside of the space that could affect the entrant. The attendant will warn unauthorized person(s) that they must stay away, advise the unauthorized person(s) that they must exit immediately if they have entered the space and inform the authorized entrants and Entry
- Supervisor when unauthorized person(s) have entered the PRCS.
- Is aware of the personal protective equipment requirements needed for safe entry and exit and their use.
- Uses all required equipment according to the instructions given.
- Monitors the status of authorized entrant(s).
- Alerts the entrants of the need to evacuate.

- Alerts the entrant if a prohibitive condition is detected.
- Summons the City's Fire Department when it has been determined that the entrant may need assistance.

Duties of Entry Supervisor

- Recognizes the hazards which may be present during entry.
- Knows the modes, signs or symptoms and consequences of exposure to the hazards.
- Verifies that the appropriate entries have been made on the PRCS form.
- Ensures that all tests specified by the PRCS have been conducted.
- Verifies that all procedures and equipment specified by the permit are in place.
- Ensures that rescue and emergency services are available and the means to summon them are operable.
- Signs the permit ***before*** allowing entry to begin.
- Terminates and cancels the PRCS permit whenever:
    - ❖ The entry operation covered by the permit is completed.
    - ❖ Tests indicate that safe levels are exceeded.
    - ❖ A condition not allowed under the entry permit arises in or near the PRCS.

Outside Contractors

Contractors will be required to submit their Confined Space Entry Program to the City of Las Vegas for review. The City of Las Vegas will provide the contractor with all available information on permit required confined space hazards.

Permit Required Confined Spaces

A review of the existing City facilities has identified the following types of spaces that require a PRCS:

- Sewers – sanitary and storm
- Box culverts.
- Lift stations
- Electrical vaults
- Irrigation pump stations.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	87-7
	DATE:	10/87
	REVISED	2/05
	APPROVED	12/87
	REVIEWED	2/05

Electrical Safety Program

SCOPE:

To provide guidelines in electrical safety requirements.

PURPOSE:

To ensure the safeguarding of City of Las Vegas employees from the hazards of electric shock and electrocution.

STANDARD:

State of Nevada , Occupational Safety and Health Enforcement Section, General Industry Standards, Subpart I, 29 CFR 1910.137 and Subpart S, 29 CFR 1910.303 through 308 and 29 CFR1910.331 through 335; Construction Industry Standards, Subpart K, 29 CFR 1926.400 through 449, and the appropriate National Electrical, Fire Protection, ASTM Codes and Safety Policy/Procedure No. 89-1, Lock Out/Tag Out.

POLICY:

General Requirements

- Only listed or labeled equipment will be utilized or installed.
- Flexible cords will be used only in continuous lengths. The repairing spliced cords are PROHIBITED.
- Where multiple outlets at the end of an extension cord are needed, Facilities Management will be contacted to obtain the appropriate multi-plex strips and/or equipment.
- Each disconnecting means (circuit breaker) will be marked to indicate its purpose.
- Materials will not be stored within 3 feet of circuit-breaker boxes, motor control centers, or transformers. This includes file cabinets, office equipment, drums, pallets, stacked materials, etc. The circuit breaker boxes, motor control centers and transformers are required to be accessible for repair or in emergency situations to gain access to the disconnecting means.
- Where light fixtures are 7 feet or less from the floor, or if storage shelves are at or above the fixture level, the bulbs will be guarded.

- All electrical repairs, including the changing of plug and receptacle ends of flexible cords, will only be performed by a qualified electrician. A “qualified electrician” is one that has been trained in the proper repair procedures and the hazards of the job.

- All cord sets, plugs and receptacles will be visually inspected for defects before each day's use. Equipment found to be damaged will not be used. The following types of equipment shall be inspected for defects; i.e., power tools (saws, grinders, drills, etc.), buffers, shampoo machines, vacuum cleaners, extension cords, lights or items which are connected to an outlet by cord and plug. Office equipment is not required to be inspected prior to each day’s use.

- Unused openings in cabinets, cutout boxes, fittings, and circuit-breaker boxes will be effectively closed.

- During periods of inclement weather, i.e. rain, fog, snow, no work will be performed on outdoor energized electrical circuits due to the nature and extent of the associated hazards of electrical shock or electrocution.

- Electrical circuits will be tested using the appropriate test equipment. The use of a Wiggy Solenoid Voltage Tester is PROHIBITED.

Grounding Program

- No grounded conductor will be attached to any terminal to reverse the designed polarity.

- The path to ground from circuits, equipment and enclosures will be permanent and continuous.

- The following types of equipment or tools connected by cord and plug will be grounded or protected by double insulation:

    - ❖ Refrigerators, freezers and air-conditioners;

    - ❖ Clothes-washing, clothes-drying and dishwashing machines, swamp coolers, and electrical aquarium equipment;

    - ❖ Hand-held motor-operated tools;

    - ❖ Motor-operated appliances of the following type: hedge clippers and lawn mowers; and

    - ❖ Portable hand lamps.

Ground-Fault Circuit Interrupter (GFCI) Program

- All 120-volt, single-phase, 15 and 20 ampere receptacle outlets on construction sites and as part of the permanent wiring of the building or structure, and which are in use by employees, will have approved ground-fault circuit interrupters (GFCI) for personnel protection.

- Portable tools, extension cords or equipment used in damp or wet locations will be protected by a GFCI.

- When a ground-fault circuit interrupter trips the tool or appliance, the cord set, plugs and receptacles will be visually inspected for defects. Contact Facilities Management immediately so they can make the appropriate determination regarding repair or replacement.

- The bypassing or removal of a GFCI by any employee, except removal for repair or replacement by Facilities Management electricians, is PROHIBITED.

- Receptacles on 2-wire, single-phase portable or vehicle-mounted generators rated not more than 5KW are exempt when circuit conductors are insulated from the generator frame and all other grounded surfaces.

Flexible Cords

Flexible cords will NOT be:

- Used as a substitute for the fixed wiring of a structure;

- Run through walls, ceilings or floors;

- Run through doorways, windows or similar openings;

- Attached to building surfaces; or

- Concealed behind building walls, ceilings or floors.

- Two wire extension cords are PROHIBITED.

Safety Related Work Practices

- Live parts of electrical equipment operating at 50 volts or more shall be guarded against accidental contact by deenergizing, isolating or insulating.

- Live electrical parts to which an employee may be exposed shall be deenergized before an employee works on or near them, unless it is demonstrated that deenergizing introduces additional or increased hazards or it is infeasible due to equipment design or operational limitations (See Safety Policy/Procedure No. 89-1, Lock Out/ Tag Out).

- Safety-related work practices shall be employed to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed near or on equipment or circuits that are or may be energized. The specific safety related work practices shall be consistent with the nature and extent of the associated electrical hazards.

- When the exposed live parts are not deenergized, Personal Protective Equipment (PPE) shall be used to protect employees who may be exposed to electrical hazards (see Section VI of this Policy).

Selection of PPE

- The wearing of leather gloves when working on live energized parts operating at 50 volts or more, is PROHIBITED.

- Only Flame Retardant (FR) clothing will be worn when working on live energized parts. Cleaning of the FR clothing will be performed by the supplier. Employees are PROHIBITED from washing the clothing at home.

- Low voltage gloves, Type O or OO, will be worn when working on live energized parts operating at 50 volts to 600 volts. Protector gloves shall be worn over the insulted gloves at all times, unless the criteria identified below under Use of Insulated Gloves, is met.

- High voltage gloves, Type 2, will be worn when working on live energized parts operating at 600 volts or more. Protector gloves shall be worn over the insulted gloves at all times.

- Insulated gloves shall be electrically tested every six (6) months or replaced.

- Insulated tools, face shields, hard hats, blast suits and electrically safe designated footwear will be utilized.

Use of Insulated Gloves

- Protector gloves may be omitted for Class O low voltage gloves, where small equipment and parts manipulation requires unusual good finger dexterity.

- Under the same conditions, Class OO gloves may be used without protector gloves, but only at voltages up to and including 250 Volts ac.

- Other classes of gloves may be used without protector gloves for similar conditions only where the possibility of physical damage to the gloves is unlikely and provided the voltage class of the glove used is one class above the voltage exposure.

- Rubber insulting gloves that have been used without protector gloves shall not be used with protector gloves until visually inspected and an electrical retest is performed.

- Cloth gloves may be worn inside of insulating gloves for warmth in cold weather and to absorb perspiration in hot weather.

Inspection of Insulated Gloves

- Visual inspection of insulated and protector gloves shall be made before each use, over their entire surface and shall be rolled gently between the hands to expose defects and embedded materials or texture changes, i.e., swelling, softening, hardening, becoming sticky or inelastic, holes, tears, punctures or cuts. Defective PPE will not be used and replaced immediately.

- Before each use, the wearer shall perform an air test by rolling the cuff tightly toward the palm in such a manner that air is entrapped inside the glove. The glove shall be examined for punctures. Punctures can be detected by listening for escaping air or holding the glove against your cheek to feel for escaping air.

- Insulated gloves shall not be marked, and adhesive tape or labels must not be applied.

Inspection of Protector Gloves

- Protector gloves shall be inspected at the same time as the insulated gloves for:

    - ❖ Holes, tears or cuts;

    - ❖ Contamination from oils, chemicals or other materials; and,

    - ❖ Sharp or pointed objects on the inner surface.

- Defective protector gloves shall not be used and replaced immediately.

- Protector gloves that have been used for any other purpose shall not be used to protect insulated gloves.

Storage of Gloves

- Gloves shall be stored in a cool, dark and dry location. The location shall be free of ozone, chemicals, oils, solvents, damaging vapors and fumes and away from electrical discharges and sunlight.

- Gloves shall be stored in their natural shape and NEVER folded, creased or compressed.

- Gloves should be kept inside the manufacturer's protector bag, box or container.

Insulating Equipment

- Insulating equipment found to have defects that might affect its insulating properties shall be removed from service and returned for testing.

- Insulating equipment shall be cleaned as needed to remove foreign substances.

- Insulating equipment shall be stored in such a location and in such a manner as to protect it from light, temperature extremes, excessive humidity, ozone and other injurious substances.

- Insulating equipment failing to pass inspection or electrical tests may not be used by employees and shall be removed from service.

Training

- Training will be provided in accordance with 29 CFR 1910.333 through 399 and 29 CFR 1910.137.

- Training will be provided when the employees' work requires them to be exposed to parts of electrical equipment operating at 50 volts or more.

- The training can be of the classroom or on-the-job type and the degree of training will be determined by the risk to the employee. All training must be documented.

- Retraining may be conducted to reestablish employee proficiency.

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: xxx DATE: xxx REVISED xxx APPROVED xxx REVIEWED xxx

Excavations

SCOPE:

To establish guidelines for City of Las Vegas employees to enter excavations.

PURPOSE:

To reduce injuries/fatalities to City of Las Vegas employees when working in excavations.

STANDARD:

State of Nevada , Occupational Safety & Health Enforcement Section, Construction Industry Standard 29CFR1926.650, 29CFR1926.651, and 29CFR1926.652.

Protective Equipment

Employees will be provided with the following personnel protective equipment.

- Head (hard hat), eye (safety glasses with side shields) protection, and safety shoes.
- Where employees are exposed to vehicular traffic, on an excavation site, a warning vest of reflective material is required to be worn.
- The protective equipment required by Items 1 and 2 will be provided and worn when employees are on the excavation site.

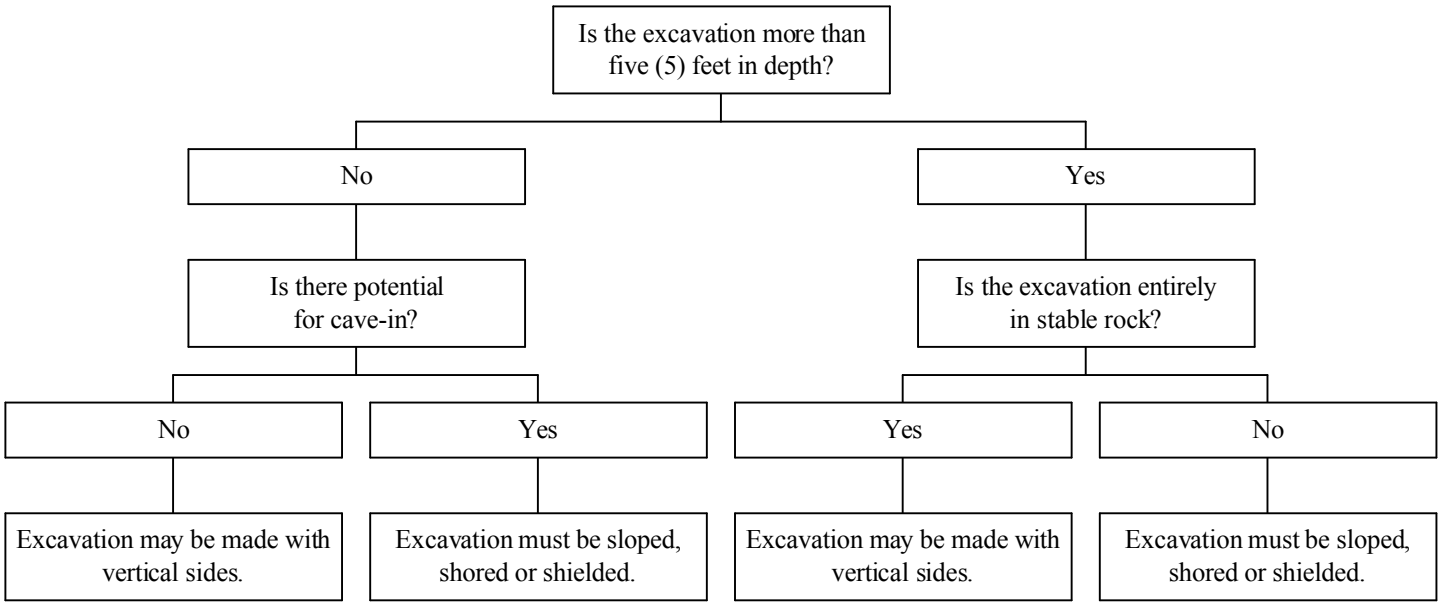
Hazard Recognition

- Excavated material will be at least two (2) feet from the edge of the excavation.
- Where heavy equipment such as power shovels, trucks, etc. is operated near an excavation, or when the excavation is near a City street with vehicular traffic, which in either case causes extra

pressure due to the load, the sides of the excavation are required to be sheet-piled, shored and braced.

- When conditions that would affect the stability of the walls of the excavation are noted, the excavation will NOT be entered. Such conditions are, but not limited to, accumulation of water or material from the walls, undercutting of the sidewall, etc.

- The following will be used to determine if sloping, shoring or shielding is required before entering the excavation:



- Portable trench boxes or sliding trench shields can be used in lieu of shoring, to meet the requirements. Either the shoring or the trench shield will be in place while the City employee is in the excavation.

- An adequate means of exit (i.e. ladder or steps), are required when the excavation is four (4) feet or more in depth and be within twenty-five (25) feet of the employee.

- The employee may request the excavation plan from the Competent Person. The excavation plan may indicate the required protective system.

- When walkways are provided over excavations, the walkway or bridge will be provided with standard guardrails. All wells, pits shafts, etc. will be barricaded or covered.

- To prevent exposures to harmful levels of atmospheric contaminates, the contractor is required to test the atmosphere of excavations, greater than four (4) feet in depth, prior to employees entering them.

- NO entry into an excavation is allowed if the excavation contains less than 19.5% oxygen and/or a concentration of a flammable gas in excess of 20% of the lower explosive limit of the gas.

- Entry into the excavation would be allowed only if proper respiratory protection and/or ventilation are provided.

Procedure

- When the conditions in Section II have NOT been met, the employee will NOT enter the excavation.

- The employee will contact their Supervisor, who will request the City's Safety/Loss Control Officer to inspect the excavation.

- The Safety/Loss Control Officer will contact the Competent Person to inspect the excavation, and request that the area of concern be corrected.

- When the Competent Person does not correct the conditions, the Safety/Loss Control Officer will make a referral to Nevada DEISH.

- Employees will NOT enter the excavation until the Safety/Loss Control Officer verifies compliance with the excavation standards.

Competent Person's Duties

- To be qualified as a Competent Person contact Human Resources, Insurance Services Division to schedule the required training class.

- The Competent Person will complete the checklists found in Appendixes A, B and C.

- The checklists will be kept as a permanent record with the project file and a copy will be forwarded to Human Resources, Insurance Services Division.

APPENDIX A

EXCAVATION CHECKLIST

SITE LOCATION: _____

DATE: _____ TIME: _____ COMPETENT PERSON _____

SOIL TYPE (See Appendix B) _____

SOIL CLASSIFICATION _____ EXCAVATION DEPTH: _____ EXCAVATION WIDTH: _____

TYPE OF PROTECTION SYSTEM USED: _____

Indicate for each item YES – NO - N/A for not applicable

1. General Inspection of Jobsite

A. Excavations, adjacent areas and protective systems inspected by a competent person daily prior to the start of work. _____

B. Competent person has the authority to remove employees from the area immediately. _____

C. Surface encumbrances removed or supported. _____

D. Employees protected from loose rock or soil that could pose a hazard by falling or rolling into the excavation. _____

E. Hard hats worn by all employees. _____

F. Spoils, materials and equipment set back at least 2 feet from the edge of the excavation. _____

G. Barriers provided at all remotely located excavations, wells, pits, shafts, etc. _____

H. Walkways and bridges over excavations 4 feet or more in depth are equipped with standard guardrails and toe boards. _____

I. Warning vests or other highly visible clothing provided and worn by all employees exposed to public vehicular traffic. _____

J. Employees are required to stand away from vehicles being loaded or unloaded. _____

K. Warning system established and utilized when mobile equipment is operating near the edge of the excavation. _____

L. Employees prohibited from going under suspended loads. _____

M. Employees prohibited from working on the face of slopped or benched excavations above other employees _____

2. Utilities

A. Utility companies contacted and/or utilities located. _____

B. Exact location of utilities marked. _____

C. Underground installations protected, supported or removed when excavation is open. _____

3. Means of Access and Egress

A. Lateral travel to means of egress no greater than 25 feet in excavations 4 feet or more on depth. _____

B. Ladders used in excavations secured and extended 3 feet above the edge of the trench. _____

C. Structural ramps used by employees designed by a competent person. _____

D. Structural ramps used for equipment designed by a registered professional engineer (RPE). _____

E. Ramps constructed of materials of uniform thickness, cleated together on the bottom, equipped with no-slip surfaces. _____

F. Employees protected from cave-in when entering or exiting the excavation. _____

4. Wet Conditions

A. Precautions taken to protect employees from accumulation of water. _____

B. Water removal equipment monitored by a competent person. _____

C. Surface water or runoff diverted or controlled to prevent accumulation in the excavation. _____

D. Inspections made after every rainstorm or other hazard increasing occurrence. _____

5. Hazardous Atmosphere

A. Atmosphere within the excavation tested where there is a reasonable possibility of an oxygen deficiency, combustible or other harmful contaminant exposing employees to a hazard. _____

B. Adequate precautions taken to protect employees from exposure to an atmosphere containing less than 19 % oxygen and/or to other hazardous atmospheres. _____

C. Ventilation provided to prevent employee exposure to an atmosphere containing flammable gas in excess of 10% of the lower explosive limit of the gas. _____

D. Testing conducted often to ensure that the atmosphere remain safe. _____

E. Emergency equipment, such as breathing apparatus, safety harness and lifeline, and/or basket stretcher readily available where hazardous atmospheres could or do exist. _____

F. Employees trained to use personal protective and other rescue equipment. _____

G. Safety harness and lifeline used and individually attended when entering bell bottom or other deep confined excavation. _____

6. Support Systems

A. Materials and/or equipment for support systems selected based on soil analysis, trench depth and expected loads. _____

B. Materials and equipment used for protective systems inspected and in good condition. _____

C. Materials and equipment not in good condition have been removed from service. _____

D. Damaged materials and equipment used for protective systems inspected by a registered professional engineer (RPE) after repairs and before being placed back in service. _____

E. Protective systems installed without exposing employees to the hazard of cave-ins, collapses or threat of being struck by materials or equipment. _____

F. Members of support system securely fastened to prevent failure. _____

G. Support system provided to insure stability of adjacent structures, buildings, roadways, sidewalks, walls, etc. _____

H. Excavations below the level of the base or footing supported and approved by the RPE. _____

I. Removal of support systems progresses from the bottom and members are released slowly as to note any indication of possible failure. _____

J. Backfilling progresses with removal of the support system. _____

K. Excavation of material to a level no greater than 2 feet below the bottom of the support system and only if the system is designed to support the loads calculated for the full depth. _____

L. Shield system placed to prevent movement. _____

M. Employees are prohibited from remaining in shield system during vertical movement. _____

Corrective Action and Comments

_____

_____

_____

_____

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 87-4 DATE: 10/87 REVISED 9/99 APPROVED 9/99 REVIEWED xxx

Exposure to Hazardous Substances

SCOPE:

To establish guidelines for the reporting of suspected exposure to hazardous substances during construction, repair, rehabilitation or demolition of City buildings or equipment and employee access to relevant exposure and medical records.

PURPOSE:

To ensure that City of Las Vegas employees are not exposed to dust fibers, gases, fumes or vapors above the acceptable industrial hygiene limits established for those substances and have access to relevant employee exposure records.

STANDARDS:

State of Nevada , Occupational Safety and Health Enforcement Section, General Industry Standard 29CFR1910, Subpart Z, Construction Standard 29CFR1926.55, and/or the latest edition of the American Conference of Governmental Industrial Hygienist (ACGIH), "Threshold Limit Value and Biological Exposure Indices" and 29CFR1910.1020, Access to Employee Exposure and Medical Records.

POLICY:

Procedure

During the construction, repair, rehabilitation or demolition of any City building or equipment, where suspected hazardous substances are encountered, the following course of action will be taken:

- Work will be stopped.
- The Safety/Loss Control Officer will be contacted.
- A survey will be conducted to determine the employee's level of exposure.

- Samples will be collected when required, to determine what the hazardous substance(s) may be.

- A plan will be developed to reduce or eliminate the employee's exposure.

Access to Employee Exposure Records

- Employee exposure records means environmental (workplace) monitoring or measuring of a toxic substance, biological monitoring, Material Safety Data Sheet and employee medical record(s).

- Whenever an employee or their designated representative requests an employee exposure record, the request will be in writing, submitted to the Department of Human Resources, Insurance Services Division. The City will have fifteen (15) working days to response with the information. If there is a delay the City will advise the requester of the reason for the delay.

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: 87-3 DATE: 10/87 REVISED 2/01 APPROVED 3/90 REVIEWED 9/02

Hazard Communication Program

SCOPE:

To establish guidelines for providing information to City of Las Vegas employees about the chemical hazards associated with the products they use in their course of employment.

PURPOSE:

To provide information on the hazards of chemicals used by City of Las Vegas employees by means of a comprehensive Hazard Communication Program (HCP), which includes a chemical inventory list, container labeling, Material Safety Data Sheets (MSDS) and employee training.

STANDARDS:

State of Nevada , Occupational Safety and Health Administration, General Industry and Construction Standards 29 CFR 1910.1200.

POLICY:

The Division Manager shall select a designee responsible for maintaining their Hazard Communication Program (HCP). The Division Manager shall ensure this policy/procedure is implemented and followed.

Definitions:

CHEMICAL means any element, chemical compound or mixture of elements and/or compounds.

EXPOSURE or EXPOSED means that an employee is subjected to a hazardous chemical in the course of employment through any route of entry (inhalation, ingestion, skin contact or absorption, etc.), and includes potential (e.g. accidental or possible) exposure.

FORESEEABLE EMERGENCY means any potential occurrence such as, but not limited to, equipment failure, rupture of containers, or failure of control equipment which could result in an uncontrolled release of a hazardous chemical into the workplace.

HAZARDOUS CHEMICAL means any chemical which is a physical hazard or a health hazard.

HAZARD WARNING means any words, pictures, symbols, or combination thereof appearing on a label or other appropriate form of warning which convey the hazard of the chemical in the container.

HEALTH HAZARD means a chemical for which there is statistically significant evidence based on at least one study conducted in accordance with established scientific principles that acute or chronic health effects may occur in exposed employees. The term HEALTH HAZARD includes chemicals which are carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic system, and agents which damage the lungs, skin, eyes, or mucous membranes.

MATERIAL SAFETY DATA SHEET (MSDS) means written or printed material concerning a hazardous chemical.

PHYSICAL HAZARD means a chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive, flammable, an organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water-reactive.

SAFETY TEAM MEMBERS include the Safety/Loss Control Officer and the Safety and Health Officers for Public Works and Field Operations.

PROGRAM ELEMENTS

Chemical Inventory List

An inventory of all chemicals purchased will be maintained by each Division utilizing chemicals. Appendix A provides a sample inventory list that can be used to record this information.

The inventory list will be updated as new products are purchased by the HCP designee.

When a chemical is no longer used, the information will **not** be removed from the Inventory. However, the Chemical Inventory List will note the date the product was no longer used. A copy of the updated inventory list will be forwarded to Human Resources, Insurance Services Division.

The Material Safety Data Sheet is a permanent record as defined by 29 CFR 1910.20, and is required to be kept for 30 years.

A Master Log of all Chemical Inventory Lists will be maintained by Human Resources, Insurance Services Division. Each Department/Division is responsible for maintaining their complete Hazard Communication program, chemical inventory list, MSDS and training records.

Container Labeling

Upon receipt of a hazardous chemical, it will be verified by the Division Manager or the HCP designee that the label, tag or markings contain the following:

- Identity of the hazardous chemicals contained therein.
- Appropriate hazard warning. The warning must denote the hazard as specifically as possible. For example, if a chemical causes lung damage, a general warning such as "caution," "danger," or "harmful if inhaled" is not sufficient. The appropriate warning is "causes lung damage." A more general warning such as "harmful if inhaled," is appropriate only if a target organ cannot be identified.

When a label, tag or markings do not contain the appropriate information, and before the container is placed in the work area, the following procedure will be followed:

- If a MSDS is on file, a copy will be affixed to the container.
- If a MSDS is not on file, the manufacturer and/or distributor must be contacted to obtain the required information. Contact a Safety Team Member if you have difficulty obtaining an MSDS.

Labels will not be removed or defaced unless the container is immediately marked with the required information. All labels and other warnings will be legible and in English.

Portable containers into which hazardous chemicals are transferred will be labeled with the identity and specific hazard, i.e. “Danger-Flammable”, “Caution-Combustible” or “Warning-Eye Irritant”, of the chemical. The identity used will permit cross references to be made among the chemical inventory record, label and MSDS.

Material Safety Data Sheets (MSDS)

Material Safety Data Sheets will be obtained by the HCP designee for each chemical on the Chemical Inventory List.

The Safety Team Members will review the MSDS to ensure they contain the required information. When deficiencies are found, a Safety Team Member will contact the distributor/manufacturer to obtain the required information.

Prior to the replacement of products in use with new products, a MSDS for the new product will be obtained. Division Managers or the HCP designee will contact the Safety Team so that a comparison can be made to ensure that the new product is not more hazardous than the product in use.

The Chemical Inventory List and MSDS will be maintained by each Division in a location accessible to their employees.

Employee Training

Employees exposed to hazardous chemicals will be trained by the HCP designee or their immediate supervisor, prior to use of any hazardous chemical.

When a hazardous chemical is introduced into the workplace, all affected employees will receive training on the hazards associated with the chemical.

Elements of employee training will consist of the following:

- Information on the requirements of the Hazard Communication Regulation 29 CFR 1910.1200.

- Information on safety and operating procedures in their work areas where hazardous chemicals are present.
- An explanation of MSDS with respect to the physical and health hazards of the chemicals and the container labeling system.
- Methods which employees can use to protect themselves, such as work practices and the use of personal protective equipment, if necessary.
- The location and availability of the written Hazard Communication Program, MSDS file, and Chemical Inventory List.
- If employees will be exposed to hazardous chemicals while performing non-routine tasks, they will be advised of the protective measures to be followed by the HCP designee or their immediate supervisor. If employees are assigned to work areas containing vessels or pipes which are unlabelled, or to areas which contain hazardous chemicals, the employee will be advised of the hazards and protective measures in case of spill or other potential exposure.
- Information on the monitoring system employed by the City, and other methods (including how to read a MSDS), as well as observations that may be used to detect the presence or release of a hazardous chemical in the workplace.
- An explanation of the existing safety rules, the new rules required by this Hazard Communication Program, and a statement of the disciplinary actions which will be taken for any violations.

The attached Hazard Communication Training Record (Appendix B) will be completed by the HCP designee or the immediate supervisor. These records will be maintained by the Division and a copy forwarded to Human Resources, Insurance Services Division.

Outside Contractors

Prior to the commencing of work by an outside contractor, the contractor will be required to provide a copy of their company's Hazard Communication Program to the City of Las Vegas. The contractor's program will be submitted to Human Resources, Insurance Services Division for review by the Safety Team.

Prior to the commencing of work by an outside contractor, the contractor will be advised by Purchasing and Contracts of the City of Las Vegas' Hazard Communication Program. The contractor will be informed of the hazardous chemicals in the work area to which his employees may be exposed so that he can take the appropriate precautions to protect his employees.

APPENDIX A
Chemical Inventory List

Department/Division_____

Location_____

Product Name	Manufacturer	Index

APPENDIX B

Example

SAFETY TRAINING
Date
City of Las Vegas

Department of Human Resources

Insurance Services Division

Subject: Hazard Communication Training

Instructor: _____

Print Name	Signature

Please be safe. You are an important part of our team!

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: xxx DATE: xxx REVISED xxx APPROVED xxx REVIEWED xxx

Hearing Conservation Program

SCOPE:

This policy covers the establishment and implementation of procedures to determine City of Las Vegas employees' exposure to noise, annual hearing testing and training.

PURPOSE:

To reduce the loss of hearing to City of Las Vegas employees who operate noisy equipment.

STANDARD:

State of Nevada , Occupational Safety & Health enforcement Section General Industry Standard 29CFR1910.95 and Construction Industry Standard 29CFR1926.52 and 29CFR1926.101

Program Elements

Monitoring

A sampling program will be conducted to identify employees for inclusion in the program and to enable the proper selection of hearing protectors.

- Where the circumstances such as high worker mobility, significant variations in sound level, or a significant component of impulse noise make area monitoring generally inappropriate, personal sampling will be used to determine employee exposure.

- All continuous, intermittent and impulse sound levels from 80 decibels (db) to 130 db, shall be integrated into the noise measurements.

- Monitoring will be repeated whenever a change in production, process, equipment or controls increases/decreases noise exposure.

Audiometric Testing Program

- Audiometric testing will be made available to employees whose exposure equals or exceeds an 8-hour time-weighted average (TWA) of 85 db.

- The program will be provided at no cost to the employees.

- ❖ Audiometric tests will be performed by a licensed or certified audiologist, otolaryngologist or other physician, or by a technician who is certified by the Council of Accreditation in Occupational Hearing Conservation.
- ❖ A valid baseline audiogram will be obtained within six months of the employee's first exposure to the action level of 85db.
- ❖ Audiometric testing will be completed annually thereafter. The annual audiogram will be compared to the baseline audiogram to determine:

    - If the audiogram is valid;
    - If a standard threshold shift has occurred.

Follow-up Procedures

- If a comparison of the annual audiogram to the baseline audiogram indicates a standard threshold shift, the employee will be informed in writing within 21 days of the determination.

- Unless a physician determines that the standard threshold limit is not work-related or aggravated by occupational noise exposure, the following steps will be taken when the standard threshold shift occurs:

    - ❖ Employees not using hearing protectors will be fitted with hearing protectors, trained in their use and care, and required to use them.
    - ❖ Employees already using protectors will be refitted and retrained in the use of hearing protectors and provided with hearing protectors offering greater attenuation, if necessary.
    - ❖ If additional testing is necessary or, if it is suspected that a medical pathology of the ear is caused or aggravated by the wearing of hearing protectors, the employee will be referred for a clinical audiological evaluation or an ontological examination, as appropriate.

- If a medical pathology of the ear is unrelated to use of hearing protectors, the employee will be informed of the need for further ontological examination.

Hearing Protector Requirements

- Hearing protectors will be made available to all employees exposed to an 8-hour TWA of 85 db or greater at no cost to the employees. Hearing protectors will be replaced as necessary.

- Training will be provided in the use and care of all hearing protectors provided to employees.

- It will be ensured that initial fitting is proper, and corrected use of all hearing protectors will be supervised.

- Hearing protector attenuation will be evaluated for the specific noise environments in which the protector will be used.

    - ❖ Hearing protectors must attenuate employee exposure at least to an 8-hour TWA of 90 db.

- ❖ For employees who have experienced a standard threshold shift, hearing protectors must attenuate employee exposure to an 8-hour TWA of 85 db or below.
- ❖ The adequacy of hearing protector attenuation will be reevaluated whenever employee's noise exposure increase to the extent that the hearing protectors provided may no longer provide adequate attenuation.

Training Program

- A training program will be established for all employees who are exposed to noise at or above an 8-hour TWA of 85db.

- The training program will be repeated annually for each employee included in the Hearing Conservation Program. Information provided in the training program will be updated to be consistent with changes in protective equipment and work processes.

- Each employee will be informed of the following:

  - ❖ The effects of noise on hearing;
  - ❖ The purpose of hearing protectors, the advantages, disadvantages, and attenuation of various types, and instructions of selection, fitting, use and care; and
  - ❖ The purpose of audiometric testing and an explanation of the test procedures.

Recordkeeping

- An accurate record of all employee exposure measurements will be maintained. All employee audiometric test records will include:

  - ❖ Name and job classification;
  - ❖ Date of the audiogram;
  - ❖ The examiner's name;
  - ❖ Date of the last acoustic or exhaustive calibration of the audiometer;
  - ❖ Employee's most recent noise exposure assessment;
  - ❖ An accurate record of the measurements of the background sound pressure levels in the audiometric test room.

Noise Surveys

- Noise surveys help pinpoint areas where problems exist and provide records/documentation to help prove compliance with the noise and recordkeeping requirements. Surveys must be made:

  - ❖ Annually of all facilities;
  - ❖ Of specific noise sources in work areas;
  - ❖ At the location where the employee spends the greater part of his work day.
  - ❖ Noise measurements will be taken in the employee's hearing zone.

Noise Controls

Administrative Controls simply involve a reduction in the amount of time an employee is subjected to excessive noise. The following are examples of this type of control:

- Rotating/rescheduling personnel;
- Shutting down a noisy machine when it is not in use.
- Rescheduling high noise operations to hours when only a small number of employees would be exposed.

Engineering Controls involve reduction in the noise level or exposure itself. This can be accomplished by two approaches:

- Reduce the noise at the source through use of such means as:

    - ❖ Noise dampers (mufflers);
    - ❖ Maintenance and repair;
    - ❖ Use a less noisy manufacturing process (welding instead or riveting).

- Reduce the amount of noise that reaches the employee through the use of:

    - ❖ Acoustic absorption material;
    - ❖ Enclosures or barriers between equipment and the employee;
    - ❖ Increase of distance between the employee and noise source.

Personal Protective Equipment is direct protection of the employee. This type of control can only be used if the first two methods fail to successfully lower the noise levels. Any hearing protective equipment issued will meet the requirements of ANSI Standard Z24.22 or latest Edition.

- In those areas with high noise levels, wearing protective equipment will be mandatory not only for permanently assigned personnel but also for any employee who is in that area long enough to have a noise exposure.

- Employees will be informed of locations where hearing protection must be worn and those areas should be posted to this effect with warning signs.

- Radio/CD type headsets are NOT an approved type of hearing protection and DO NOT provide any noise reduction. Employees are PROHIBITED in wearing these types of devices during working hours.

MEMOFORM FOR TRAINING PROGRAM

TO: _____ DATE: _____

SUBJECT: Acknowledgment of Mandatory Hearing Protector Requirement

On _____ undersigned employee attended a Hearing Conservation Training Program. The training program included the following topics:

- The effects of noise on hearing.
- The purpose of hearing protectors.
- The advantages, disadvantages, and attenuation of hearing protectors.
- Instructions on the selection, fitting, use and care of hearing protectors.
- The purpose of audiometric testing.
- An explanation of the test procedures.

I UNDERSTAND THAT THE WEARING OF HEARING PROTECTORS IS MANDATORY WHEN OPERATING ASSIGNED EQUIPMENT IN THE PERFORMANCE OF MY DUTIES.

_____

Employee Signature Date

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: xxx DATE: xxx REVISED xxx APPROVED xxx REVIEWED xxx

Ladders & Stairwells

SCOPE:

This policy covers the establishment and implementation of procedures covering the care and use of portable wood and metal ladders, job-made ladders, fixed ladders and stairways.

PURPOSE:

To reduce serious injuries to City of Las Vegas employees in those job classifications requiring the use of ladders and stairways.

STANDARDS:

The State of Nevada , Division of Enforcement For Industrial Safety and Health (DEISH) Standards, 29CFR1910.24, 29CFR1910.25, 29CFR1910.26, 29CFR1910.27 and 29CFR1926.1050 to 1060.

POLICY:

When a City employee notes a deficiency, the equipment will not be used and will be reported to his/her supervisor. The Supervisor will report it to the City's Safety/Loss Control Officer and will contact the appropriate authority to correct the deficiencies.

Definitions

- CLEAT means a ladder crosspiece of rectangular cross section placed on edge upon which a person may step while ascending or descending a ladder.
- EXTENSION TRESTLE LADDER means a self-supporting portable ladder, adjustable in length, consisting of a trestle ladder base and a vertically adjustable extension section, with a suitable means for locking the ladders together.
- FIXED LADDER means a ladder that cannot be readily move or carried because it is an integral part of a building and structure.
- A SIDE-STEP FIXED LADDER is a fixed ladder that requires a person getting off at the top to step to the side of the ladder side rails to reach the landing.

- A THROUGH FIXED LADDER is a fixed ladder that requires a person getting off at the top to step between the side rails of the ladder to reach the landing.

- HANDRAILS means a rail used to provide employees with a handhold for support.

General Requirements

- The use of ladders with broken or missing rungs or steps, broken or split side rails, rungs contaminated with grease or oil, missing safety feet, damaged hardware connections, or side rails with dents/bends is prohibited.

- Portable ladders will be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder (the length along the ladder between the foot and the top support). Ladders will not be used in a horizontal position as platforms, runways, or scaffolds.

- Ladders will not be placed in passageways, doorways, driveways, or any location where they may be displaced by activities being conducted unless protected by barricades or guards.

- The bottom rails of ladders will be supplied with insulating non-slip material for the safety of the user.

- The side rails will extend not less than 36 inches above the landing. When this is not practical, grab rails, which provide a secure grip for an employee moving to or from the point of access, will be installed.

- Portable ladders in use will be tied, blocked, or otherwise secured to prevent their being displaced.

- Portable metal ladders will not be used for electrical work or where they may contact electrical conductors.

- Only Type I - Industrial or Type II - Commercial Stepladders will be purchased for City of Las Vegas employees. When ladders are supplied by contractors for use by City of Las Vegas employees, they will be of the Type I or II. Type III - Household ladders will not be purchased or used by City of Las Vegas employees.

- Based on the nominal length of the ladder, each section of a multi-section ladder will overlap the adjacent section by at least the number of feet stated in the following:

Normal Length of Ladder (Feet)	Overlap (Feet)
Up to and including 36	3
Over 36, up to and including 48	4
Over 48, up to 60	5

Extension ladders will be equipped with positive stops to insure the overlap requirements are met.

- A metal spreader or locking device of sufficient size and strength to securely hold the front and back sections in the open position will be a component of each stepladder. The spreader will have all sharp points or edges covered or removed to protect the user.

Portable Wooden Ladders – General Industry

- The spacing of rungs or steps will be on 12-inch centers.

- Stepladders greater than 20 feet will not be used.

- The minimum width between side rails at the top, inside to inside, will be not less than 11 ½ inches. From top to bottom, the side rails will spread at least 1 inch for each foot of length of the stepladder.

- Two-sectioned extension ladders longer than 60 feet will not be supplied. All ladders of this type will consist of two sections, one to fit within the side rails of the other, and arranged in such a manner that the upper section can be raised and lowered.

- Single ladders longer than 30 feet will not be supplied or used.

Portable Metal Ladders – General Industry

- Spacing of rungs and steps will be 12 inches apart.

- The minimum width between side rails of a straight ladder or any section of an extension ladder will be 12 inches.

- The length of single ladders or individual sections of ladders will not exceed 30 feet. Two-sectioned ladders will not exceed 48 feet in length and over two-sectioned ladders will not exceed 60 feet in length.

- Rungs and steps of ladders will be corrugated, knurled, dimpled or coated with skid resistant materials.

Job Made Ladders – Construction Industry

- Ladders will be constructed to carry four (4) times the maximum intended load.

- Rungs, cleats and steps will be parallel, level and uniformly spaced.

    - ❖ Rungs, cleats and steps of ladders will be spaced not less than 10 inches nor more than 14 inches apart.
    - ❖ Rungs, cleats and steps of step stools will be spaced not less than 8 inches nor more than 12 inches apart.
    - ❖ Rungs, cleats and steps of the base section of extension trestle ladders will be spaced not less than 8 inches nor more than 18 inches apart.

- ❖ Rungs on the extension section of the extension trestle ladder will be spaced not less than 6 inches nor more than 12 inches.

- The minimum clear distance between the sides of individual-rung/step ladders and side rails of other fixed ladders will be 16 inches.

- The minimum clear distance between side rails for all portable ladders will be 11 ½ inches.

Fixed Ladders – General Industry

- All rungs will have a minimum diameter or ¾ inch if metal, or 1 1/8 inches if wood. They will be a minimum of 16 inches wide and should be spaced uniformly no more than 12 inches apart.

- Cages, wells, or ladder safety devices for ladders affixed to towers, water tanks, or chimneys will be provided on all ladders more than 20 feet long. Landing platforms will be provided each 30 feet of length, except where no cage is provided, landing platforms will be provided for every 20 feet of length.

- Tops of cages on fixed ladders will extend 42 inches above top of landing, unless other acceptable protection is provided, and the bottom of the cage will be not less than 7 feet nor more than 8 feet above the base of the ladder.

- Side rails will extend 3 ½ feet above the landing.

- The distance from the centerline of rungs, cleats, or steps to the nearest permanent object behind the ladder will be not less than 7 inches.

- The side rails of through or side-step ladder extensions will extend 3 ½ feet above parapets and landings. For through ladder extension, the rungs will be omitted from the extension and will have not less than 18 inches nor more than 24 inches in clearance between the rails.

- Ladder safety devices may be used on tower, water tank, and chimney ladders over 20 feet in unbroken length in lieu of cage protection. No landing platform is required in these cases.

Fixed Ladders – Construction Industry

- The minimum perpendicular clearance between fixed ladder rungs, cleats and steps and any obstruction will be 7 inches (4 ½ for pit ladders).

- The minimum perpendicular clearance between the center line of fixed ladder rungs, cleats and steps and any obstruction on the climbing side of the ladder will be 30 inches.

- When unavoidable obstruction are encountered, the minimum perpendicular clearance between the centerline of fixed ladder rungs, cleats and steps and the obstruction on the climbing side of the ladder way be reduced to 24 inches, provided that a deflection device is installed to guide employees around the obstruction.

- Through fixed ladders at their point of access/egress will have a step-across distance of not less than 7 inches nor more than 12 inches as measured from centerline of the rungs or steps to the nearest edge of the landing area. If the normal step-across distance excess 12 inches, a landing platform will be provided to reduce the distance to the specified distance.

- Fixed ladders without cages or wells will have a clear width to the nearest permanent object of at least 15 inches on each side of the centerline of the ladder.

- Fixed ladders will be provided with cages, wells, ladder safety devices or self-retracting lifelines where the length of the climb is less than 24 feet above the lower level.

- Where the total length of a climb equals or exceeds 24 feet, fixed ladders will be equipped with either a ladder safety device, self-retracting lifelines and rest platforms at intervals not to exceed 150 feet or a cage or well and multiple ladder section, each ladder section will not exceed 50 feet in length. Ladder sections will be offset from adjacent sections and landing platforms will be provided at 50 feet intervals.

Uses of Ladders

- Ladders will be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is one-quarter of the working length of the ladder (the length along the ladder between the foot and the top support). The ladder will be so placed as to prevent slipping, or it will be lashed, or held in position. Ladders will not be used in a horizontal position as platforms, runways, or scaffolds.

- Ladders will not be used by more than one person at a time, nor with ladder jacks and scaffold planks.

- Portable ladders will be so placed that the side rails have a secure footing. The top rest for portable rung ladders will be reasonably rigid and will have ample strength to support the applied load.

- Ladders will not be placed in front of doors opening toward the ladder unless the door is locked or guarded.

- Ladders will not be placed on boxes, barrels, or other unstable bases to obtain additional height.

- Ladders with broken/missing steps, rungs, or cleats, broken side rails, or other faulty equipment will not be used; no improvised repairs will be made.

- Short ladders will not be spliced together to provide long sections.

- Ladders made by fastening cleats across a single rail will not be used.

- Ladders will not be used as guys, braces, or skids, or for other than their intended purposes.

- Tops of stepladders will not be used as steps.

- No ladder will be used to gain access to a roof unless the top of the adder will extend at least 3 feet above the point of support, at eave, gutter, or roofline.
- When ascending or descending, the climber must face the ladder.

- When ascending or descending, the climber will not carry tools or equipment in his/her hands.

- Job-made wood ladders with spliced rails will be used at an angle such that the horizontal distance is 1/8 of the working length of the ladder.

Stairways – General Industry

- Stairways will be provided for access from one structure level to another where operations require regular travel between levels.

- Spiral stairways will not be permitted except for special limited usage and secondary access situations where it is not practical to provide conventional stairways.

- Stairways will be designed and constructed to carry a load of five times the normal live load anticipated but never less strength than to carry safely a moving concentrated load of 1,000 pounds.

- Stairways will have a minimum width of 22 inches.

- Stairs will be installed at angles to the horizontal of between 30 and 50 degrees.

- Treads will be slip-resistant and nosing will be of a nonslip finish.

- Rise height and tread width will be uniform throughout any flight of stairs.

- Stairway platforms will be no less than the width of a stairway and a minimum of 30 inches in length measured in the direction of travel.

- Standard railings will be provided on the open sides of all exposed stairways and stair platforms. Handrails will be provided on at least one side of closed stairways, preferably on the right side descending.

- Vertical clearance above any stair tread to an overhead obstruction will be at least 7 feet measured from the leading edge of the tread.

Stairways – Construction Industry

- Stairways that will not be part of the permanent structure will have landings of not less than 30 inches in the direction of travel and extend at least 22 inches in width at every 12 feet or less of vertical rise.

- Stairs will be installed between 30 and 50 degrees from the horizontal.

- Riser height and tread depth will be uniform and not verify over ¼ inch in any stairway system.

- Where doors or gates open directly on a stairway, a platform will be provided and the swing of the door or gate will not reduce the effective width of the platform to less than 20 inches.

- Metal pan landings and treads, if used, will be secured in place before filling with concrete or other materials.

- All parts of stairways will be free of hazardous projections, such as protruding nails. Slippery conditions on stairways will be eliminated before use to reach other levels.

- Except during stairway construction, foot traffic is prohibited on stairways with pan stairs where the treads and/or landings are to be filled in with concrete at a later date, unless the stairs are temporarily fitted with wood or other solid material at least to the top edge of each pan. This material will be replaced when worn.

- Except during stairway construction, foot traffic is prohibited on skeleton metal stairs where permanent treads and/or landings are to be installed at a later date, unless the stairs are fitted with secured temporary treads and landings long enough to cover the entire tread and/or landing area.

- Stairways having four or more risers or risers more than 30 inches, whichever is less, will be equipped with at least one handrail and one stair rail system along each unprotected side or edge.

- Stair rails will not be less than 36 inches from the upper surface of the stair rail system to the surface of the tread, in line with the face of the riser at the forward edge of the tread.

- Midrails will be located at a height midway between the top edge of the stair rail system and the stairway step.

- Screens or mesh, when used, will extend from the top rail to the stairway step and along the entire opening between top rail supports.

- When intermediate vertical members, such as balusters, are used between posts, they will be not more than 19 inches apart.

- When other structural members are used, they will be installed such that there are no openings in the stair rails system that are more than 19 inches wide.

- Handrails and the top rail of stair rail systems will be capable of withstanding, without failure, a force of 200 pounds applied within 2 inches of the top edge, in any downward or outward direction, at any point along the top edge.

- The height of handrails will be no more than 37 inches nor less than 30 inches from the upper surface of the handrail to the surface of the tread, in line with the face of the riser at the forward edge of the tread.
- When the top edge of a stair rail system also serves as a handrail, the height of the top edge will be no more than 37 inches nor less than 36 inches from the upper surface of the stair rail system to the surface of the tread, in line with the face of the riser at the forward edge of the tread.

- Stair rail systems and handrails will be so surfaced as to prevent injury to employees from punctures or lacerations and to prevent snagging of clothing.

- Handrails will provide an adequate handhold for employees grasping them to avoid falling.

- The ends of stair rail systems and handrails will be constructed so as not to constitute a projection hazard.

- Handrails that will not be a permanent part of the structure will have a minimum clearance of 3 inches between the handrail and walls, stair rail system and other object.

- Unprotected sides and edges of stairway landings will be provided with guardrail systems.

Training

- Each Division Manager and Supervisor will ensure that each employee has been properly trained prior to performing work from a ladder. The Division will forward training documentation to Human Resources, Insurance Services.

- Refresher training shall be conducted if there is an accident or near miss incident, when unsafe observation and evaluation indicates it is necessary, and/or if there is a change in the type of ladder equipment utilized.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	89-1
	DATE:	11/89
	REVISED	10/05
	APPROVED	10/05
	REVIEWED	10/05

Lock Out / Tag Out

SCOPE:

This policy/procedure covers the servicing or maintenance of machines, equipment or processes in which the unexpected energization, start-up or release of stored energy could cause injury to employees.

PURPOSE:

To prevent injuries to City of Las Vegas employees from the unexpected energization, start-up or release of stored energy from machines, equipment or processes when employees are engaged in the activities of servicing or maintaining machines, equipment or processes.

STANDARDS:

State of Nevada , Occupational Safety and Health Enforcement Section, General Industry Standards, 29CFR1910.147 and Safety Policy/Procedure No. 87-7, Electrical Safety Program.

POLICY:

Definitions

- AFFECTED EMPLOYEE means an employee whose job requires them to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tag out or whose job requires them to work in an area in which such servicing or maintenance is being performed.

- AUTHORIZED EMPLOYEE means an employee who locks out or tags out machines or equipment in order to perform servicing or maintenance on that machine or equipment.

- CLOSED CIRCUITS means a completed electrical circuit around which current flows or a signal circulates.

- ENERGIZED means connected to an energy source (mechanical, electrical, hydraulic, etc.) which has not been isolated.

- ENERGY ISOLATING DEVICE means a device that physically prevents the transmission or release of energy such as: a manually-operated switch, a slide gate, a slip blind, a line valve or

blocks. The term does not include push buttons, selectors, switches and other control circuit-type devices.

- ENERGY SOURCE means any electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy source that is capable of causing injury to employees.

- OPEN CIRCUITS means an incomplete electrical circuit in which no current flows.

- SERVICING AND/OR MAINTENANCE means workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying and maintaining and/or servicing machines or equipment. These activities include lubrication, cleaning or unjamming of machines or equipment and making adjustments or tool changes, where the employee may be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.

- STORED OR RESIDUAL ENERGY SOURCE means those sources such as springs, elevated machine members, rotating flywheels, hydraulic systems and air, gas, steam or water pressure, etc.

Program

- All energy-isolating devices used for the control of hazardous energy sources will be permanently marked and labeled.

- An annual inspection will be conducted to verify that the energy control procedures are being implemented. These inspections will be certified and include the identity of the equipment, the date of inspection, and the name of the person performing the inspection.

- Training will be provided as follows to ensure that the purpose and function of the energy control procedures are understood. A safety training sign-in sheet will certify each employees name and date of training.

- Employees will be trained in:

    - ❖ The recognition of hazardous energy sources.
    - ❖ The use of the methods and means for energy isolation and control.
    - ❖ The purpose and use of the energy control procedure.
    - ❖ Affected employees will be trained in the energy control procedure and how it affects their work operation.

Procedure

- Prior to commencement of work, those employees that will be affected by the lockout/tag out will be contacted and advised of the reason and duration of the shutdown.

- The authorized employee will ensure that the equipment is turned off or shutdown by locating all energy-isolating devices that are needed to control the energy involved and affixing his lock/tagout device.

- Where multiple locks/tags are required and the energy-isolating device cannot accept them, a multiply clasp will be used.

- All stored or residual energy will be stopped, blocked, disconnected, restrained and rendered safe.

- The authorized employee will verify, prior to starting work, that the equipment has been isolated and de-energized in the following manner:

    - ❖ Attempt to operate the equipment by use of the operating controls with the return of these controls to the "off" or "safe" position
    - ❖ Visually inspect the equipment to determine that the energy isolation is effective.
    - ❖ If applicable, test the electrical equipment to ensure it is deenergized.

Release from Control Procedure

- Prior to removing the lock/tag devices, inspect the areas for non-essential items, such as:

    - ❖ Tools, materials, mechanical restraints, etc.;
    - ❖ Replace all guards;
    - ❖ Cover all electrical wiring;
    - ❖ Ensure piping and valves that were open for repair or drained will be closed and connected.
    - ❖ Ensure all employees have been safety positioned and removed.
    - ❖ The responsibility for the removal of these devices is limited to the employee who affixes the device. EXCEPTION: When the authorized employee who applied the lockout or tag out device is not available to remove it, that device may be removed under the direction of the employer, providing:

        - That the employer has verified that the authorized employee who applied the device is not available.
        - A reasonable effort is made to contact the authorized employee to inform him/her that the device has been removed.
        - Ensuring that the authorized employee has this knowledge before they resume work.

Procedure to Transfer Control Measures During Shift or Personnel Changes When Individual Locks are assigned

- The authorized employee will be responsible to ensure the release locks/tags.

- The oncoming employee will place his locks/tags on the equipment before the off-going employee may remove his.

Outside Contractors

- The outside contractor will submit their Lock Out/Tag Out program to the City of Las Vegas for review.

- The City of Las Vegas will provide they outside contractor with a copy of the City's Lock Out/Tag Out program.

- The outside contractor will ensure that their employee comply with the restriction and prohibition found in the City of Las Vegas Lock Out/Tag/ Out program.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	87-6
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Office Ergonomics

SCOPE:

To provide guidelines in the use of office workstations.

PURPOSE:

To reduce potential Musculoskeletal Disorders (MSD) to City of Las Vegas employees.

STANDARD:

None.

POLICY:

This policy has been designed to match capabilities and limitations of the human body and the design of the office workstation and covers the elements of: Chair, Keyboard and Mouse, Computers Monitor, Copyholder, Visual Comfort and Work Habits.

Chairs

- Office workstations will have adjustable chairs, where the seat height can be set so that your thighs are parallel to the floor and your feet are flat on the floor.
- The seat pan depth, the distance from the front to the back of the seat, will be such that you can sit back comfortably against the backrest. The front of the seat will be rounded so it does not press into the back of your knees.
- Chair armrests should not be so high to force your shoulders upward or so wide as to force your elbows away from your body.
- Chair backrests should adjust and support your back. The chair should allow you to lean back about 10 to 25 degrees.
- The chair should be stable, mobile, swiveling easily and roll smoothly.
- When chairs cannot be adjusted, they can be improved temporarily, until a proper chair can be purchased, by:

- ❖ Attaching a pillow or rolled towel to the lower part of the chair back, which will support the lower part of your back.

- ❖ If your feet cannot reach the floor, use a footrest that allows your heels to be lower than your toes.

Keyboard And Mouse

- The height of the keyboard and mouse should be such that when you are seated in a comfortably position, your arms should rest at your side, forming a 90 degree angle at each elbow. Your forearms, wrists and hands should be relaxed and aligned. Adjustable keyboard trays allow you to change the height and angle of the keyboard and tray.

    - ❖ When adjustable trays are not available, the following measures can be used to adjust the height of your keyboard and mouse:
    - ❖ When the keyboard and mouse are too low, raise them by placing pads of paper or a flat piece of wood under them.
    - ❖ When the keyboard and mouse are to high, adjust your chair height and add a footrest.
    - ❖ When working at a keyboard always hold your wrists in the neutral position. Your fingers should rest flat or level on the work surface in order to keep your wrist in the neutral position.

- Use a wrist or palm rest, which allows you to relax your arms and keep your wrists straight while working at a keyboard or mouse. Never rest your wrist on the keyboard or against the hard edge of the workstation.

- Always align the keyboard with the computer monitor; both need to be positioned directly in front of you, which allow you to maintain proper head and neck position.

- The mouse and mouse pad need to be position next to the keyboard to allow you to keep your wrist straight and to avoid making long reaches.

- When using the button on the mouse, keep your index finger relaxed by resting it on and around the mouse, rather than holding it poised above the button.

Computer Monitor

- To maintain correct posture and proper head and neck position, while seated at the computer, your eye level should be at or just below the top of the monitor screen.

- The monitor needs to be positioned 24 to 30 inches from your face–about an arm's length.

- Always align the computer monitor with the keyboard to avoid having to turn your head or bend your neck to look at the monitor.

- Be sure to adjust the computer monitor controls for brightness and contrast.

Copyholder

- Copyholders can help in reducing eye motion and discomfort and allow you to maintain proper neck posture.

- Place the copyholder between you and the monitor or directly next to the monitor on either side.

- Always position the copyholder at the same height and distance from your face-about an arm's length.

Visual Comfort

- There should be sufficient lighting to allow you to read documents, but this does not mean bright light. The goal is to prevent or reduce glare.

- Direct Glare is caused by intensely bright light sources, such as sun shining in windows or bright light fixtures shining down from the ceiling.

- Reflected Glare includes bright spots that are caused when light reflects on a computer monitor or work surface.

- To improve visual comfort, reduce glare and shadows the following needs to be considered:

    - ❖ Indirect lighting.
    - ❖ Diffusers on overhead lights.
    - ❖ Task lightening directed at specific documents, so general lighting can be lowered.
    - ❖ Shades on windows.
    - ❖ Remove one of the fluorescent light tubes.
    - ❖ To control glare on the computer monitor any one of the following methods can be used:
    - ❖ Install blinds on windows near the monitor.
    - ❖ Adjust the controls for brightness and contrast on the monitor.
    - ❖ Use a non-glare filter to cover the screen on the monitor.
    - ❖ Tilt or move the monitor so that it does not reflect light sources.
    - ❖ Position workstations so the light source is perpendicular to the monitor, rather than directly behind you or the monitor.
    - ❖ Lower the level of area lights.

Work Habits

- To work efficiently, the human body needs to change positions throughout the day. Concentration will increase and fatigue will decrease when you spread out or break up tasks when possible.

- Take regular stretch breaks, after one hour of continuous work at the computer, by performing a series of stretching and relaxation activities. Perform each of the following three times, holding the position for 10 to 20 seconds:

    - ❖ Lower Back – Place hands on your hips and bend back gently.
    - ❖ Shoulders, Arms And Upper Back – With your fingers interlaced and your head hands locked behind your head, gently move your shoulder blades together and then apart. Do not push on your head. Stretch your arms out and down. You should feel the stretch in your chest and upper back.
    - ❖ Neck – Lean your head gently to one shoulder. You should feel the stretch in your neck on the opposite side that you are leaning. Repeat in the opposite direction.
    - ❖ Wrist – With your palm up, stretch your wrist gently backward by leaning on a firm surface. You should feel the stretch in the front of your forearm.
    - ❖ Hands – Make a fist with each hand and open it, spreading out your fingers as far as you can.
    - ❖ Eyes – Move your eyes in all directions: up, down, around and diagonally. Close your eyes for a few seconds. Look across the room and focus on something at least 20 feet away.

- While typing, remember to keep your wrist straight or flat in the neutral position. Your hands, writs and forearm should be on the same plane – parallel to the floor.

- Whenever you stop typing or keying, drop your hands into your lap for a rest. Avoid resting your wrists on the edge of the workstation or other sharp corners can cause discomfort.

- Keep a soft touch on the keys; light strokes will save your fingers, hands, wrist and forearms.

- If you share your workstation with someone else, take the time before starting to readjust the chair, computer monitor, keyboard and mouse, so you can maintain proper body and wrist posture.

- Telephone headsets can be used to ensure proper head and neck posture while working at the computer and talking on the telephone.

Ergonomic Questions

Any questions or concerns about what is ergonomically correct should be forwarded to Human Resources, Insurance Services Division.

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: 00-1 DATE: 9/00 REVISED 12/04 APPROVED 9/00 REVIEWED 12/04

Parking & Backing of Motorized Vehicles

SCOPE:

To establish guidelines for City of Las Vegas employees to follow when parking and backing motorized vehicles.

PURPOSE:

To reduce the risk of bodily injury and property damage due to vehicular accidents.

STANDARD:

Nevada Department of Motor Vehicles Regulations.

POLICY:

All City of Las Vegas employees will adhere to the following procedures when parking and backing motorized vehicles.

Parking Motorized Vehicles

- Select a space where you can pull through so you can drive forward when leaving.
- Select a parking space that is away from congested areas.
- Avoid parking next to vehicles that severely obstruct your vision, such as, campers, vans, high clearance pickups, etc.
- The parking brake should be set on standard transmissions, vehicles should be parked with the parking brake set and the gear shift placed in first gear. On automatic transmissions, the parking brake should also be set and the gear shift should be placed in park.
- On an upgrade, the front wheels should be turned to the left. On a downgrade the front wheels should be turned to the right. Wheel chalks shall be used when necessary.
- After exiting the vehicle, set a traffic cone in close proximity to the right rear bumper. [1] (exemptions)

- Before leaving the parking space, pick-up the traffic cone and place it in the vehicle's trunk/bed. **WALK AROUND YOUR VEHICLE TO OBSERVE THE AREA BEHIND YOUR VEHICLE FOR ANY HAZARDS.**

Backing A Motorized Vehicle

- Exercise extreme caution when backing a vehicle to avoid injury to persons and to prevent property damage.

- After starting your vehicle and placing it in reverse, continuously check to your LEFT AND RIGHT for other vehicles or pedestrians while backing into the travel lane.

- If needed, use a spotter when you are backing, especially for vehicles with restricted visibility, i.e. construction vehicles, vans, boom and utility trucks, etc.

- If the motorized vehicle is equipped with an audible back-up alarm it must be operable.

- If needed, use your horn to warn others of vehicular movement.

Training

- This policy will be provided to those employees that are required to attend the City's Defensive Driving class.

- All employees that operate City vehicles must attend the City's one-hour Defensive Driving Class at least every other year.

[1] Exemptions

- City vehicles responding to emergencies and unmarked City vehicles are exempt from using cones.

- City vehicles parked at the East and West Service Centers.

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Personal Protective Equipment

SCOPE:

To provide guidelines in the selection, use and care of Personal Protective Equipment (PPE).

PURPOSE:

To reduce the potential for injury to City of Las Vegas employees.

STANDARDS:

State of Nevada , Occupational Safety and Health Enforcement Section, General Industry Standards, 29CFR1910.132, 29CRF1910.133, 29CFR1910.135, 29CRF1910.136, 29CFR1910.137; Construction Standards 29CFR1926.95, 29CFR1926.96, 29CFR1926.100 , 29CFR19126.102, ANSI/ISEA 107-2004 , ASTM F2143-05 & ANSI Z89.1.

POLICY:

Protective equipment, including PPE for eyes, face, head and extremities, protective clothing, respiratory devices and protective shields and barriers are provided and will be used and maintained in a sanitary and reliable condition whenever it is necessary by reason of hazards of processes or environment. These hazards include those of chemical irritants or of a mechanical nature encountered in a manner capable of causing injury or impairment to the function of any body part through absorption, inhalation or physical contact.

Protective equipment is defined as any device designed to prevent injury, illness or death, from machine guards to safety shoes to seat belts in cars. All protective equipment, whether furnished by the employer or employee, will meet the standards set by law or the recognized standard and specifications for that equipment.

Where employees provide their own protective equipment, the supervisor will be responsible to assure its adequacy, including proper maintenance and sanitation of such equipment.
As a condition of employment, the wearing of PPE may be specified for a particular task and its use is MANDATORY. Supervisors are responsible for the enforcement and education of employees regarding the reasons for using the equipment and the possible injury that can result when the need is ignored.

Safety Footwear

- Certain occupations and job duties require special footwear, i.e. Electricians, firefighters and/or when work is performed in wet locations. All employees are required to wear footwear applicable to their jobs and duties.

- Steel toe footwear will be capable of withstanding a Class 75 impact resistance and a Class 75 compression resistance at a minimum, as specified in American Standard Testing Materials ASTM F2413-05. Steel toed shoes or boots will be worn anytime an employee performs work to protect them from the following hazards; handling of heavy materials, impact hazards from falling or moving objects, abrasive or sharp objects or tools, etc.

- In addition to the steel toed requirements, Human Resources, Insurance Services or the Department's Safety Officer have established applicable hazard assessments that all shoes will meet for each employee's particular job. These standards may include the following requirements: oil resistant soles, slip resistant soles or moisture or chemical resistant. Tennis shoes steeled toed or otherwise are PROHIBITED.

Head Protection

- Employees working where there is a possible danger of head injury from impact, falling or flying objects, or electrical shock and burns will wear protective helmets.

- Helmets will conform to ANSI Z89.I latest edition. Only Type II, Class G and E will be supplied. Type II are intended to reduce the force of impact resulting from a blow to the top or sides of the head.

    - ❖ Class G (General) helmets are intended to reduce the danger of contact with low voltage conductors.

    - ❖ Class E (Electrical) are intended to reduce the danger of contact with higher voltage conductors.

    - ❖ Class C (Conductive) are not intended to provide protection against contact with electrical hazards.

- Long hair will be covered or confined where it could become entangled in moving machinery.

Hand and Arm Protection

- When necessary to protect the hands and arms from cuts, bruises, abrasions, contact from chemicals, electrical contact and heat, suitable hand protection will be worn to minimize or eliminate injury.

- Gloves will NOT be used while working on moving machinery such as drill presses, lathes, table saws or other such rotating or moving equipment that might catch on the glove and pull it and the employee's hand into a hazardous area.

- Live parts of electrical equipment operating at 50 volts or more shall be guarded against electrical contact by deenergizing, isolating or insulting. See Safety Policy/Procedure No. 87-7.

- **INTER.** When working with acids, caustics or chemicals, the use of chemical resistant face shields or goggles and acid-resistant gloves will be considered as minimum protective equipment. Under certain conditions, aprons or disposal clothing may be required.

- For personnel engaged in operations where hands and arms are subject to heat, flame, sparks, molten metal and splashes, etc., gloves, gauntlets, and/or sleeves of suitable flame and heat resistance materials will be provided and worn.

- When sheet metal, glass, sharp wire or other sharp objects are handled, gloves that provide protection against cuts, punctures, and slivers will be provided and worn.

Eye and Face Protection

- Eye protection will be provided and used whenever foreign objects may enter the eyes due to work operations. Protective equipment will conform to ANSI Z87.I latest edition.

- Protective eye and face equipment will be required where there is a reasonable probability of injury that can be prevented by such equipment. They will provide adequate protection against the particular hazards for which they are designed and employees will use the protectors. No unprotected employee will knowingly be subjected to a hazardous environmental condition. Suitable eye protectors will be worn where machines or operations present the hazard of flying objects, glare, liquids, injurious radiation, or a combination of these hazards. (See Table 1 for proper selection of equipment.)

- Employees whose vision require the use of corrective lenses in spectacles and who are required to wear eye protection will wear goggles or a face shield covering the lenses. Prescription safety glasses with side shields are permitted.

- Only safety glasses, full cover goggles, or face shields that fit properly and are kept clean at all times will be worn when an employee is engaged in or close to work involving:

    - ❖ Drilling or chipping stone, brick, concrete, paint, pipe coatings, metal, tile, masonry or terracotta ducts.
    - ❖ Power grinding, buffing or wire brushing, whether there is a built-in barrier shield or not.
    - ❖ Dust or flying articles (such as using compressed air or water to clean materials or machinery).
    - ❖ Flame welding, cutting or burning. Approved colored lenses will be used, (see Table 2).
    - ❖ Drilling with hand or electric drill overhead.
    - ❖ Pouring hot compounds or the use of other hot or injurious substances.

- ❖ Handling acids, caustics, toxicants, or other similar liquids or gases,
- ❖ Exposure to electrical arc or flash.
- ❖ Cleaning or scalding pipe.
- ❖ Flying particles caused by others if the employee is within the range of such particles.
- ❖ Injurious light or heat rays or any other danger of injury to eyes (welding, cutting, soldering).
- ❖ Work under motor vehicles.
- ❖ Cleaning operations using compressed air, steam, water or silica sand.
- ❖ Using powder actuated tools.
- ❖ Tree pruning or cutting underbrush, grinding, or loading brush and limbs.
- ❖ Handling battery cells and solutions and taking battery readings with a hydrometer.
- ❖ Removing or rearranging strand or open wire.
- ❖ Performing lead sleeve wiping and soldering.
- ❖ Demolition or tear down of buildings, walls, structures.
- ❖ Any situation where the supervisor in charge considers that the use of eye protection is necessary.

- It is the supervisor's responsibility to ensure that eye protection devices are used and worn by an employee with optical correction that meet ANSI Standard Z87.1. Industrial quality eyewear will be marked with each manufacturer's individualized symbol and Z87 will be stamped on the frame.

Hazard Assessment

- The workplace will be assessed to determine what hazards are present or likely to be present that would require personal protective equipment.

- Based upon the assessment, personal protective equipment will be selected and provided to employees.

- Human Resources, Insurance Services or the Department's Safety Officer will provide a certified written assessment to the Department.

- Annual training will be provided to employees by their Division and will contain the following:

  - ❖ When PPE is required;
  - ❖ What PPE is required;
  - ❖ How to properly don, doff, adjust and wear the PPE;
  - ❖ The limitations of the PPE; and,
  - ❖ The proper care, maintenance, useful life and disposal of the PPE.

- For further information, see Safety Policy/Procedure No. 01-1.

Safety Vest

- For daytime use, safety vests shall meet the requirements of Class 2 garments per ANSI/ISEA 107-2004.

- For nighttime use, safety vests shall meet the requirements of a Class 3 garment per ANSI/ISEA 107-2004.

  NOTE: Regardless of the area of material used, a sleeveless garment or vest alone shall not be considered Class 3.

- During the months of May through September, consideration must be given to the health effects that may be caused from the elevated ambient temperatures. During these months, Class 2 mesh vests will be allowed to be worn during daytime and nighttime operations.

- See Safety Policy/Procedure 87-5.0.

Respirator Protection

- See Safety Policy/Procedure 90-3.

Hearing Protection

- See Safety Policy/Procedure 89-3.

Fall Protection

- When working on elevated work platforms (i.e. aerial lifts, boom trucks, etc.), a full body harness with a six (6) foot lanyard attached to the handrail or bucket will be required.

Table 1 – Eye and Face Protector Selection Guide

1. GOGGLES, Flexible Fitting, Regular Ventilation
2. GOGGLES, Flexible Fitting, Hooded Ventilation
3. GOGGLES, Cushioned Fitting, Rigid Body
•4. SPECTACLES, Metal Frame, with Sideshields
•5. SPECTACLES, Plastic Frame, with Sideshields
•6. SPECTACLES, Metal-Plastic Frame, with Sideshields
•• 7. WELDING GOGGLES, Eyecup Type, Tinted Lenses (Illustrated)
7A. CHIPPING GOGGLES, Eyecup Type, Clear Safety Lenses (Not Illustrated)
•• 8. WELDING GOGGLES, Coverspec Type, Tinted Lenses (Illustrated)
8A. CHIPPING GOGGLES, Coverspec Type, Clear Safety Lenses (Not Illustrated)
•• 9. WELDING GOGGLES, Coverspec Type, Tinted Plate Lens
10. FACE SHIELD (Available with Plastic or Mesh Window)
••11. WELDING HELMETS

* Non-side shield spectacles are available for limited hazard use requiring only frontal protection.

** See Table E-2, in paragraph (b) of this section, Filter Lens Shade Numbers for Protection Against Radiant Energy.

Applications		
Operation	*Hazards*	*Recommended Protectors: Bold Type Numbers Signify Preferred Protection*
Acetylene—Burning Acetylene—Cutting Acetylene—Welding	Sparks, Harmful Rays, Molten Metal, Flying Particles	7, 8, 9
Chemical Handling	Splash, Acid Burns, Fumes	2, 10 (For severe exposure add 10 over 2)
Chipping	Flying Particles	1, 3, 4, 5, 6, 7A, 8A
Electric (Arc) Welding	Sparks, Intense Rays, Molten Metal	9, 11 (11 in combination with 4, 5, 6, in tinted lenses, advisable)
Furnace Operations	Glare, Heat, Molten Metal	7, 8, 9 (For severe exposure add 10)
Grinding—Light	Flying Particles	1, 3, 4, 5, 6, 10
Grinding—Heavy	Flying Particles	1, 3, 7A, 8A (For severe exposure add 10)
Laboratory	Chemical Splash, Glass Breakage	2 (10 when in combination with 4, 5, 6)
Machining	Flying Particles	1, 3, 4, 5, 6, 10
Molten Metals	Heat, Glare, Sparks, Splash	7, 8 (10 in combination with 4, 5, 6, in tinted lenses)
Spot Welding	Flying Particles, Sparks	1, 3, 4, 5, 6, 10

TABLE 2

Filter Lens Shade Numbers for Protection Against Radiant Energy

Welding Operation	Shade Number
Shielded metal-arc welding 1/16-, 3/32-, 1/8-, 5/32-inch diameter electrodes	10
Gas-shielded arc welding (non-ferrous) 1/16', 3/32-, 1/8-, 5/32-inch diameter electrodes	11
Gas-shielded arc welding (ferrous) 1/16-, 3/32-, 1/8-, 5/32-inch diameter electrodes	12
Shielded metal-arc welding 3/16-, 7/32-, 1/4-inch diameter electrodes	12
5/16-, 3/8-inch diameter electrodes	14
Atomic hydrogen welding	10-14
Carbon-arc welding	14
Soldering	2
Torch brazing	3 or 4
Light cutting, up to 1 inch	3 or 4
Medium cutting, 1 inch to 6 inches	4 or 5
Heavy cutting over 6 inches	5 or 6
Gas welding (light), up to 1/8-inch	4 or 5
Gas welding (medium), 1/8-inch to 1/2-inch	5 or 6
Gas welding (heavy), over 1/2-inch	6 or 8

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: 01-1 DATE: 6/01 REVISED 7/05 APPROVED 7/05 REVIEWED 6/05

Personal Protective Equipment Hazard Assessment

SCOPE:

To provide guidelines in the determination of the appropriate Personal Protective Equipment (PPE).

PURPOSE:

To reduce the potential for injuries to City of Las Vegas employees.

STANDARD:

State of Nevada , Occupational Safety & Health Enforcement Section, General Industry Standards, 29CFR1910.132 through 138.

POLICY:

Hazard Assessment

- Human Resources, Insurance Services Division will perform a hazard assessment of the workplace to determine what hazards are present or likely to be present, which will require the use of personal protective equipment (PPE).

- The assessment will consider the following hazard categories:

  - Impact
  - Penetration
  - Compression
  - Chemical
  - Heat
  - Dust
  - Light Radiation

- When such hazards are found, the appropriate PPE will be selected, provided and worn by the employees.

- A written PPE Hazard Assessment will be prepared and provided to those divisions where the hazards exist.

Training

- The Division Managers will provide annual training to their employees on the following:

    - ❖ When personal protective equipment (PPE) is necessary;
    - ❖ What personal protective equipment (PPE)is necessary;
    - ❖ How do properly don, doff, adjust and wear personal protective equipment (PPE);
    - ❖ The limitations of the personal protective equipment (PPE); and,
    - ❖ The proper care, maintenance, useful life and disposal of the personal protective Equipment (PPE).

- The Divisions written Personal Protective Equipment Hazard Assessments will be provided with a PPE Training Certification, which will be used in the training of the employees.

- The PPE Training Certification will be completed at the time of the training and returned to Human Resources, Insurance Services Division.

Defective And Damaged Equipment

- The use of damaged or defective PPE is PROHIBITED.

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Powered Industrial Trucks

SCOPE:

This safety policy/procedure covers the safe operation of Powered Industrial Trucks operated by City of Las Vegas employees.

PURPOSE:

To prevent injuries to City employees and damage to City equipment.

STANDARD:

NEVADA OSHA General Industry Standard 29CFR1910.178, Construction Industry Standard 29CFR1926.602, National Fire Protection Association (NFPA) No. 505-1969, and American National Standard Institute (ANSI) B56.1-1969, or Latest Edition.

POLICY:

Only employees of the City of Las Vegas who have been certified through the City of Las Vegas Powered Industrial Truck Training Course and who have been authorized by their supervisor will operate these units.

Modification

- Modifications and additions which affect capacity and safe operation will not be performed by City of Las Vegas employees without manufacturer's prior written approval. Capacity, operation and maintenance instruction plates, tags or decals will be changed accordingly.

- The City of Las Vegas will see that all nameplates and markings are in place and are maintained in a legible condition.

Lighting for Operating Areas

Where general lighting is less than 2 lumens per square foot, auxiliary directional lighting will be provided on the truck.

Control of Noxious Gases and Fumes

Concentrations of carbon monoxide gas created by powered industrial truck operations will not exceed 50 parts per million (ppm) when operated indoors.

Truck Operation Safety Rules

- Trucks will not be driven up to anyone standing in front of a bench or other fixed object.
- No person will be allowed to stand or pass under the elevated portion of any truck, whether loaded or empty.
- The operator of the truck will not transport personnel on the body or forks of the truck.
- Arms or legs will not be placed between the uprights of the mast or outside the running lines of the truck.
- The operation of the forklift controls will be done in the seated position, and not while standing on ground level.
- When forklift is left unattended, load-engaging means will be fully lowered, controls will be neutralized, power will be shut off, and brakes set. Wheels will be blocked if the truck is parked on an incline. A forklift is unattended when the operator is 25 feet or more away from the vehicle which remains in his view, or whenever the operator leaves the vehicle and it is not in his view.
- When the operator of the forklift is dismounted and within 25 feet of the truck, still in his view, the load-engaging means will be fully lowered, controls neutralized, and the brakes set to prevent movement.
- Use of a safety platform secured to the lifting carriage and/or forks will be used to elevate personnel.

Traveling Safety Rules

- All traffic regulations will be observed, including authorized plant speed limit. A safe distance will be maintained approximately 3 truck lengths from the vehicle ahead, and the fork lift kept under control at all times.
- Seat belts will be worn during the use of the equipment.
- The right-of-way will be yielded to other vehicles in emergency situations.
- Other trucks traveling in the same direction at intersections, blind spots, or other dangerous locations will not be passed.

- The driver will be required to slow down and sound the horn at cross aisles and other locations where vision is obstructed. If the load being carried obstructs forward view, the driver will be required to travel with the load trailing.

- The driver will be required to look in the direction of, and keep a clear view of the path of travel.

- Grades will be ascended or descended slowly.

- When ascending or descending grades in excess of 10 percent, loaded trucks will be driven with the load upgrade. On all grades, the load and load-engaging means will be tilted back, if applicable, and raised only as far as necessary to clear the road surface (6 inches).

- Under all travel conditions, the truck will be operated at a speed that will permit it to be brought to a stop in a safe manner.

- Stunt driving and horseplay will not be permitted.

- The driver will be required to slow down for wet and slippery surfaces.

- When forklifts are towed on City streets, they will be towed by a two-axle vehicle. The operator of the towing vehicle will be required to have a valid Class B State of Nevada driver's license in his possession. The forks of the truck will be repositioned so that they point inward during the towing of the unit.

- Running over loose objects on the roadway surface will be avoided.

- While negotiating turns, speed will be reduced to a safe level by means of turning the hand steering wheel in a smooth, sweeping motion. Except when maneuvering at a very slow speed, the hand steering wheel will be turned at a moderate, even rate.

- The mast of the forklift will not be raised or lowered while the vehicle is moving either backwards or forwards.

Loading Safety Rules

- Only stable or safely arranged loads will be handled. Caution will be exercised when handling off-center loads which cannot be centered.

- Only loads within the rated capacity of the truck will be handled.

- Long or high loads (including multiple-tiered) which may affect capacity will be adjusted.

- Forklifts equipped with attachments will be operated as partially-loaded trucks when not handling a load.

- There will be sufficient headroom under overhead installations, lights, pipes, sprinkler system, etc.

- The forks of the truck will be placed under the load as far as possible; the mast will be carefully tilted backwards to stabilize the load.

Operation of the Truck

- If at any time the forklift is found to be in need of repair, defective, or in any way unsafe, the truck will be taken out of service until it has been restored to safe operating condition.

- Fuel tanks will not be filled while the engine is running. Spillage will be avoided.

- Spillage of oil or fuel will be carefully washed away or completely evaporated and the fuel tank cap replaced before restarting engine.

- No truck will be operated with a leak in the fuel system until the leak has been corrected.

- Open flames will not be used for checking electrolyte level in storage batteries or gasoline level in fuel tanks.

Maintenance of Fork Lifts

- Any forklift not in safe operating condition will be tagged and removed from service. All repairs will be made by authorized personnel.

- A forklift in need of repairs to the electrical system will have the battery disconnected prior to such repairs.

- All parts of the forklift requiring replacement will be replaced only by parts equivalent to those used in the original design.

- The fork lift will not be altered so that the relative positions of the various parts are different from what they were when originally received from the manufacturer, nor will they be altered either by the addition of extra parts not provided by the manufacturer or by the elimination of any parts. Additional counterweighting of fork trucks will not be done unless approved by the forklift manufacturer.

- Forklift trucks will be examined before each use according to the Pre-Operation Check List, Appendix A. Defects found will be immediately reported and corrected. The Pre-operation checklist will be maintained by the Department/Division that is operating the lift.

- The forklift will be kept in clean condition, free of lint, excess oil, and grease. Noncombustible agents will be used for cleaning the forklift.

Training

- Each designated operator will be required to attend a training program before they can operate the powered industrial truck.

- Training will consist of a lecture, discussion, video tape and other written material covering the following topics:

Truck Related Topics

- Operating instructions, warnings and precautions for the types of truck the operator will be authorized to operate;
- Differences between the truck and the automobile;
- Truck controls and instrumentation: where they are located, what they do and how they work;
- Engine or motor operation;
- Steering and maneuvering;
- Visibility, including restrictions due to load;
- Fork and attachment adaptation, operation and use limitations;
- Vehicle capacity;
- Vehicle stability;
- Vehicle inspection and maintenance that the operator will be required to perform;
- Refueling and/or charging and recharging of batteries will be done by designated employees only;
- Operating limitations; and,
- Any other instructions, warnings or precautions listed in the operator's manual for the type of vehicle that the employee is being trained to operate.

Workplace-Related Topics

- Surface conditions where the vehicle will be operated;
- Composition of loads to be carried and load stability;
- Load manipulation, stacking and unstacking;
- Pedestrian traffic in areas where the vehicle will be operated;
- Narrow aisles and other restricted places where the vehicle will be operated;
- Hazardous classified locations where the vehicle will be operated;
- Ramps and other sloped surfaces that could affect the vehicle's stability;
- Closed environments and other areas where insufficient ventilation may lead to the buildup of carbon monoxide or diesel exhaust; and,
- Other unique or potentially hazardous environmental conditions in the workplace that could affect safe operation.

Refresher training will be conducted when:

- The operator has been observed to operate the vehicle in an unsafe manner;
- The operator has been involved in an accident or near-miss incident;
- The operator has received an evaluation that reveals that the operator is not operating the truck safely;
- The operator is assigned to drive a different type of truck; or
- A condition in the workplace changes in a manner that could affect safe operation of the truck.
- An evaluation of each powered industrial truck operator's performance will be conducted at least once every three (3) years by the operator's supervisor. The Performance Tests For Lift Truck

Operators will be completed, signed by the supervisor and forwarded to the Department of Human Resources, Insurance Services Division.

APPENDIX A

PRE-OPERATION CHECKLIST

TRUCK NO. _____ MAKE _____ DATE _____ SHIFT _____

	PASS	FAIL
Is the forklift's appearance in good CONDITION and free of lint, excess oil and grease?		
Is the Manufacturer's DATA PLATE clean and readable?		
LIFT CHAINS - Check for equal tension, broken pins and extra wear.		
Check the FORKS for damage.		
Check for loose bolts and cracks on OVERHEAD GUARD, BACKREST and TILT CYLINDERS.		
Check TIRES for cracks or other signs of wear. If inflatable tires, does air pressure meet the manufacturer's specifications?		
Do all the LIGHTS work, if available?		
Any signs of oil, coolant or fuel leaks UNDER THE FORKLIFT?		
Check the FLUID LEVELS for the brake fluid, engine oil, hydraulic tank and coolant.		
Start the engine and check the DASHBOARD GAUGES for proper readings.		
Check that the PARKING BRAKE is working properly.		
Make sure there is not excessive free play in the STEERING WHEEL.		
Does the HORN work?		
Do the MAST and Forks raise, lower and tilt smoothly?		
Check that the Clutch engages properly. Does it shift roughly?		
Hold the BRAKE down with your foot for 10 seconds. Is there any noticeable drift with the pressure?		
If an electric forklift, is the BATTERY in good condition and charged? Are connections tight? Is the discharge indicator in the green when you turn the key?		

Operator's Signature _____

APPENDIX B

PERFORMANCE TEST FOR CITY OF LAS VEGAS LIFT TRUCK OPERATORS

Operator's Name _____ Date _____

Evaluator _____ Dept./Div._____

Rating: 1 = Poor 2 = Fair 3 = Good 4 = Excellent

1. Operator performed inspection for safe operation of forklift prior to use:
   - _____ Forklift appearance in good condition
   - _____ Check overhead guard, backrest, seat belt, tilt cylinder
   - _____ Data plate legible
   - _____ Check lift chains, chain tension, broken or worn pins
   - _____ Check forks for damage
   - _____ Check tires
   - _____ Check lights
   - _____ Check for signs of oil, coolant or fuel leaks
   - _____ Check dashboard gauges (fluid levels)
2. Operator understands proper use of forklift instrumentation and controls:
   - _____ Clutch operation
   - _____ Inching control
   - _____ Tilt control
   - _____ Lift control
   - _____ Attachment control
   - _____ Brake control
   - _____ Horn
3. Maneuvering Skills:
   - _____ Mast and forks; raise, lower and tilt smoothly
   - _____ Smooth starting and stopping
   - _____ Proper speed
   - _____ Looks in direction of travel
   - _____ Carries fork low

_____ Clear obstacles by safe distance

_____ Sounds horn at intersections and corners

_____ Drove backwards when required

4. Load Handling

_____ Approach load properly

_____ Lifted load properly

_____ Travel with load at proper height

_____ Smooth stopping and starting

_____ Smooth lifting and lowering slowly

_____ Load balanced properly

_____ Forks under load properly

_____ Placed load within marked area

_____ Stacked load evenly and neatly

5. Operator aware of the following environmental conditions:

_____ Pedestrian Traffic

_____ Narrow Aisles

_____ Overhead Obstructions

_____ Wet, oily and rough surfaces

_____ Other equipment and vehicles operated in the area

_____ Potential atmospheric hazards

6. Shutdown Procedures

_____ PARKED PROPERLY

_____ Neutralized all controls

_____ Lowered forks to ground

_____ Set Brakes

_____ Turned off engine

TOTAL SCORE: _____ Maximum Score = 176 Points Passing Score = 125 Points

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	90-4
	DATE:	2/90
	REVISED	8/05
	APPROVED	7/91
	REVIEWED	8/95

Respiratory Protection Program

SCOPE:

To set forth standard operating procedures for the selection, fitting, use and maintenance of respirators.

PURPOSE:

To provide employee protection in those situations where engineering controls or process design do not reduce exposures below acceptable industrial hygiene levels.

STANDARDS:

State of Nevada , Occupational Safety and Health Enforcement Section, General Industry Standard, 29CFR1910.134, Construction Standard 29CFR1926.103 and the latest edition of the American National Standard Institute (ANSI) Z88.2.

Responsibilities

Management

- The City of Las Vegas will be responsible for providing annual training of employees in the selection, fitting, use and maintenance of respiratory protective equipment.
- The City of Las Vegas will provide a Medical Surveillance Program to assure that employees are not assigned to tasks requiring respirators unless they are physically able. Human Resources, Insurance Division will coordinate the operation of this program.
- The City of Las Vegas will assure the availability of approved respiratory protective equipment and the necessary facilities for cleaning and sanitizing the equipment.
- The City of Las Vegas will allow volunteer use of respirators at the request of an employee, if it does not in itself create a hazard.
- When voluntary use is requested, the employee will be provided with “Information For Employees Using Respirators When Not Required Under The Standard”.

- ❖ Employees using a respirator voluntarily will be required to participate in the City's Medical Surveillance Program, Section II and will ensure that the respirator is cleaned, stored and maintained according to the City's Respirator Maintenance Program, Section VII.
- ❖ The requirements of Section A.4.a & b do not apply to employees who voluntarily use dust masks.

Coordinator

The Safety/Loss Control Officer will be responsible for:

- Establishment of respirator selection procedures;
- Establishment of an annual respirator training program for employees;
- Establishment of a continuing program of cleaning, storing and inspection of equipment;
- Establishment of accounting procedures for and issuance of respiratory protection equipment;
- Establishment of respirator fit testing program;
- Establishment of procedures to obtain necessary respirators, spare parts and other personal protective equipment;
- Establishment of an air monitoring program to determine the level of employee exposure; and,
- Establishment of procedures to evaluate the above to assure program effectiveness;

Employees

- Each employee will be responsible to:
- Select, use and maintain respiratory protection equipment in conformance with instructions and training received.
- Cooperate with the Coordinator in the proper fitting of respirators.
- Wear only those respirators for which they are fitted.
- Conduct a quick visual inspection of respiratory protection equipment for defects before putting the equipment to use.

  Important: Modification to approved respirators, unauthorized by the approving agencies, automatically voids the respirator approval and may seriously jeopardize the health and safety of the employee.

- Perform a negative and positive pressure test prior to using.

- Report any malfunction of the respirator to the Coordinator.

- Protect respiratory protection equipment from damage and abuse.

- Inform the Coordinator of any problems arising from the use of respiratory protection equipment.

- Facial hair, moustaches, sideburns or beards, lying between the sealing surface of a respirator face piece and the wearer skin will prevent a good face seal. Employees will ensure that they are clean-shaven when they are required to wear a respirator.

- Contact lenses will not be worn while wearing any type of respiratory protection device. Contaminants may get into eyes and cause severe discomfort. Chemicals inadvertently splashed into the eyes while wearing a half-mask may cause severe ocular damage as the chemical becomes trapped between the contact lens and the surface of the eye.

- Participate in the Medical Surveillance Program.

Medical Surveillance Program

The City of Las Vegas has established a Medical Surveillance Program to ensure that employees will not be assigned to tasks requiring the use of respirators unless they have been found physically able to do the work while wearing the respirator.

- Respirator user will be required to complete a Respirator Medical Evaluation Questionnaire. To obtain the questionnaire contact Human Resources, Insurance Services Division.

- The completed questionnaire will be reviewed by a physician or other licensed health care professional and will perform any medical testing they deem necessary to determine if the employee is medically able to wear the respirator.

- Physical examination for Fire Fighters will be conducted annually according to the latest edition of the National Fire Protection Association (NFPA) 1582, Medical Requirements For Fire Fighters and Information For Fire Department Physicians.

Selection and Use of Respirators

- The correct respirator will be specified for each job based on the following factors:

    - ❖ The nature of the hazard;
    - ❖ Monitoring of the hazard;
    - ❖ Characteristics of the hazardous operation or processes;
    - ❖ The respiratory protection fit factor; and
    - ❖ The Material Safety Data Sheet for the product.

- Negative pressure, full or half mask respirators with the appropriate organic vapor cartridges and/or filters will be used for spraying operations or operations that generate dusts. Additionally, either a

Power Air-Purifying Respirator (PAPR) or Supplied Air Respirator with a disposal hood would be acceptable.

- For operation that contains atmospheres that are immediately dangerous to life and health (IDLH) or are oxygen deficient, a self-contained breathing apparatus (SCBA) with a full-face piece will be used.

- The air supplied to respirators from cylinders will be certified Grade D air.

- When a compressor is used to supply air only an oil-less pump will be used.

- All respiratory equipment will contain a National Institute Of Occupational Safety & Health (NIOSH) approval number.

Respirator Fit Testing Procedures

- Qualitative fit testing will be conducted according to acceptable protocols. Fit testing will be conducted prior to initial use, whenever a different face piece is used or when there are changes in the employee's physical condition. Fit testing will be conducted by the Coordinator and records will be maintained by Human Resources, Insurance Services Division.

- The respirator wear will be required to perform a positive and negative test after donning the respirator to obtain a proper face piece to face seal.

Employee Training

Training will be provided to all employees who are required to use a respirator in the performance of their duties and whenever the Coordinator deems necessary for the employee to maintain their proficiency.

Training will include the following:

- Nature of the respiratory hazards, which may be encountered during routine situations and emergencies.

- An explanation of the engineering controls provided in their work area to minimize exposure to respirator hazards.

- Reasons for selection of the particular type of respirator, which has been provided for their use.

- Capabilities and limitations of the selected respirators.

- Methods of donning, removing the respirators and checking the fit of the respirator.

- Proper wearing of the respirator.

- Procedures and schedules for cleaning, disinfecting, storing, inspecting and repairing the respirator.

- Recognition of the medical signs and symptoms that may limit or prevent the effective use of the respirator.

Respirator Maintenance Program

Inspections

- All respirators will be inspected by the wearer immediately before, after each use and during cleaning.

- Inspection will include:

    - ❖ Checking the condition of the respirator for wear, distortion and missing parts that would compromise the respirator function and effectiveness.
    - ❖ Checking the respirator for dirt or other contaminant residues that would affect the use of the respirator.

Repairs

- All repairs to the respirator will be done per the manufacturers recommendations.

- All respirator or parts found defective will be discarded immediately.

- Respirator parts are not interchangeable between different respirator manufacturer's units. Only approved parts by the respirator manufacturer will be used.

- An adequate supply of respirator parts will be maintained and available for employee use.

Cleaning and Disinfecting

- Respirators, which are intended, for further use will be maintained in a clean and sanitary condition.

- Respirators will be cleaned using a mild detergent solution in warm water.

- Respirators will be thoroughly dried before being stored.

Storage

- Respirators will be placed in zip lock bags and stored in such a manner to protect the respirator from environmental damage and distortion.

Change Schedule

- The coordinator will evaluate the respiratory hazards in the workplace and implement a schedule for cartridges and filters that is based on objective information or data to ensure they are changed before the end of their service life.

Respirator Program Evaluation

The following procedures will be utilized in evaluating the respirator program.

- Wearer Acceptance. The effectiveness of a respirator program is largely determined by the degree of worker acceptance. Respirator wearers will be requested to submit their comments and suggestions on the type of respirators in use.

- Examination of Respirators in Use. Periodic inspections by the wearer's supervisor will be conducted to insure that the respirators have been properly selected, used, cleaned and stored.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 93-1 DATE: 2/93 REVISED 3/95 APPROVED 3/93 REVIEWED 9/02

Safe Lifting Program

SCOPE:

To establish guidelines for City of Las Vegas employees in safe lifting techniques.

PURPOSE:

To ensure City of Las Vegas employees use the proper lifting techniques, to reduce on-the-job back injuries.

STANDARDS:

None.

POLICY:

It is not the intent of this policy to require an employee to use a back belt when lifting material. However, when a back belt is used in combination with proper body mechanics lifting techniques, injuries to the back can be prevented. DO NOT rely on the back support device as a SUBSTITUTE for practicing proper lifting techniques (see Section I and II).

It is understood that persons who are required to wear special safety gear such as chemical suits, turn out gear, etc., may not be able to wear the back belt during some operations.

The back belt should be loosened during breaks and other non-lifting periods.

The back belt should have orange shoulder straps and side panels, allowing them to be worn when an employee is working in the roadway.

Employees who are issued a back belt will be required to attend a training program on the use, care and proper lifting techniques.

The Department/Division will purchase the back belt for their employees or if the back belt becomes unusable due to wear and tear. When the back belt is no longer useable, it will be returned to the supervisor for replacement. It will be the employee's responsibility to pay for the device if it is lost or damaged due to the employee's negligence. Contact the Department of Human Resources, Insurance Division, for the proper ordering information.

Safe Lifting Techniques

- Your back supports your whole body. It is made up of a spinal column, ligaments connected to vertebrae (bones) and muscles. Your back is meant only to hold you up. When you use your back, instead of your legs to lift, injuries will occur.

- Safe lifting means using your head. The following practices will be used in combination with the support device that has been provided.

Loading

- Establish a firm footing and balance the load.

- BEND YOUR KNEES, NOT YOUR BACK.

- Stand close to the load. Bring it into your body for more power and less strain. Keep your arms and elbows close to your body.

- Grab the load with your hands, not just your fingers.

- LET YOUR LEGS DO THE WORK. First, raise your head and shoulders. Then push your body upward with your legs.

- Make sure that the load does not block your view of the walking surface.

- DO NOT TWIST YOUR BODY. If you have to change directions, move your feet first.

- Buddy-up. Get help with heavy loads.

Unloading

- Face the area where the load is to be deposited.

- BEND YOUR KNEES, NOT YOUR BACK. Remember let your legs do the work.

- Lower the load slowly.

- Keep your fingers from the bottom of the load; place the load on the edge of the surface and slide the load back.

Unusual Lifting Practices

High Placed Shelves, etc.

- Use a platform rather than a ladder.

- Break the load down into smaller pieces.
- Raise the load before lifting to see how heavy it is.
- Grasp the load firmly and slide it down.

Lifting Overhead

- Lifting heavy objects overhead should be avoided.
- Use a mechanical device to raise a load from a lower to a higher level.

Awkward Objects-Chairs, etc.

- Spread your feet and BEND YOUR KNEES.
- Grasp the bottom inside and top outside corners.
- Keep your back straight and USE YOUR LEGS TO LIFT.
- Buddy-up. Get help with heavy loads.

Cylinders, barrels and drums.

Use a specialized piece of equipment such as a wheelbarrow, forklift, hand truck, dolly or other type of material handling equipment.

Use and Care of the Support Device

- Wear the support device low on your hips.
- Continuous wearing of the support device off the job may cause loss of stomach muscle tone.
- The support device will be hand washed, using mild soap and warm water. Lay it flat and dry at room temperature.

Training

- Each employee who receives a support device will attend a training program.
- Training programs will be scheduled for newly hired employees.
- The Department/Division can contact the Department of Human Resources, Insurance Division to arrange for the required training.

Disciplinary Action

- It is the responsibility of the supervisor/foreman to ensure that this Safety Policy/Procedure is being followed.

- Violations of the Safety Policy/Procedure will be noted and disciplinary action will follow the City of Las Vegas Positive Discipline Program.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 90-1 DATE: 1/90 REVISED 2/01 APPROVED 7/91 REVIEWED 9/02

Scaffolds

SCOPE:

This policy covers establishment and implementation of procedures covering the erection and use of scaffolding by City of Las Vegas employees.

PURPOSE:

To reduce serious injuries to City of Las Vegas employees in those classifications requiring the use of scaffolds.

STANDARDS:

The State of Nevada , Occupational Safety and Health Enforcement Standards 29CFR1910.28 and 29CFR1926.450 through 452.

POLICY:

For All Scaffolds

When any one of these requirements is not met, the employee will not use the scaffold and will report it to his supervisor. The supervisor will contact the City's Safety/Loss Control Officer. The Safety/Loss Control Officer will contact and work with the appropriate authority to correct any deficiencies.

General Requirements

- Scaffold braces, brackets, trusses, screw legs, ladders, etc. will be in good condition.
- Scaffold legs need to be adequately supported by base plates.
- Unstable objects such as barrels, boxes, loose bricks or concrete blocks will not be used to support scaffolds or planks.
- The unevenness of the ground will be compensated for by the use of adjustable screws.
- Scaffolds will be level and plumb at all times.

- Top and intermediate guardrails will be used on all open sides and ends of scaffolding l0 ft. in height (4 ft. in height if the minimum dimension in either direction is less than 45 inches). Toeboards will be used over l0 ft. in height.

- Ladders will be used to gain access to the desired level. While the ends of some scaffolds look like ladders, they do not meet the requirement and they will not be used to gain access.

- Overhead protection will be provided for workers on scaffolds exposed to overhead hazards.

- Anchor running scaffold to wall at least every 30 ft. in length and 26 ft. in height.

- Do not use ladders or makeshift devices on top of the scaffold to increase the height.

- Scaffold is not to be placed in the proximity of power lines unless special precautions are taken.

- Scaffolds will be properly braced by cross-bracing or diagonal braces, or both, for securing vertical members together laterally, and the cross braces will be of such length as will automatically square and align vertical members, so that the erected scaffold is always plumb, square, and rigid. All brace connections will be made secure.

- Scaffolds will be capable of supporting at least 4 times the maximum intended load.

TYPE	WEIGHT RATING	LENGTHS
Light Duty	25 lbs. per sq/ft	10
Medium Duty	50 lbs. per sq/ft	8
Heavy Duty	75 lbs. per sq/ft	6

- The employee will estimate (overestimate) the weight of individuals and tools/equipment on the scaffold, and apply the following:

    - ❖ Three l50-pound employees and 50 pounds of equipment (intended load): 500 lbs. x 4 (safety factor) = 2000 lbs.

    - ❖ Determine the type of scaffold to be used, or in use, i.e. light, medium or heavy duty.

    - ❖ Determine square footage of working platform. Scaffold lengths are standard at l0 feet, 8 feet and 6 feet. However, scaffold widths may vary from 3 feet to 5 feet.

    - ❖ Multiply the square footage by the weight rating for the type of scaffold in use to determine if the scaffold will support the intended load.

TYPE	SQUARE FOOTAGE	WEIGHT RATING	WEIGHT
Light Duty, 10′ x 5′	50 sq/ft	25 lbs.	1250 lbs.
Medium Duty, 8′ x 5′	40 sq/ft	50 lbs.	2000 lbs.
Heavy Duty, 6′ x 5′	30 sq/ft	75 lbs.	2250 lbs.

In the above example, only a heavy duty scaffold will safely support 4 times the intended load of 2,000 pounds.

Planking

- All planking will be scaffold grade of sound quality, straight-grained and free from knots. Broken/split planking will not be walked on.
- All planking will have at least 12 inches of overlap and extend 6 inches beyond support (bearer) or be cleated at both ends.
- Do not overload scaffolds. Maximum allowable spans for nominal thickness lumber are:

Span Feet	Load Pounds per Sq. Inch
6	75
8	50
10	25

- Scaffold platforms will be fully planked.
- Scaffold planks will be secured when necessary to prevent uplift or displacement.

Manually Propelled Mobile Scaffolds

- Rolling towers will be level and plumb at all times.
- Rolling towers will be no higher than 4 times the minimum base dimension.
- Caster brakes will be applied at all times when scaffold is not being moved.
- Casters will be attached to the frame leg by pins or other suitable means.
- Rolling towers will be fully braced on both sides.
- Horizontal diagonal bracing will be used on the bottom and 20 ft. thereafter to prevent rocking.

- All frames will be locked together.

- Top and mid-guardrails (approximately 42 inches) in height and toe boards will be installed on all open sides and ends on all scaffolds over l0 feet high.

- Ladders will be used to gain access to the tower platform. The tower structure will not be climbed to gain access.

- Tower platform will be fully planked and secured in place.

- Rolling scaffolds will not be ridden.

Training

Each Division where scaffolding is used will provide their employee with training on the proper erection and care of the scaffolding annually.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	89-4
	DATE:	12/89
	REVISED	2/01
	APPROVED	2/90
	REVIEWED	9/02

Single and Multi-Piece Rim Wheels

SCOPE:

This policy covers the establishment and implementation of safe operating procedures for the servicing of single and multipiece wheels.

These servicing procedures address only the inflating, deflating, installing, removing and handling of single and multipiece rim wheels by City of Las Vegas employees. The mounting and demounting of single and multipiece rim wheels will not be done by City of Las Vegas employees, but will be done on a contractual basis by an outside vendor.

PURPOSE:

To reduce serious injuries to City of Las Vegas employees in those job classifications requiring them to service single and multipiece rim wheels.

STANDARD:

The State of Nevada , Occupational Safety and Health Enforcement Section General Industry Standard 29CFR1910.177.

POLICY:

Tire Servicing Equipment

The following equipment will be supplied at the locations, fixed or mobile, where tires are serviced:

- A clip-on chuck.
- An in-line valve with a pressure regulator.
- A sufficient length of hose between the clip-on chuck and the in-line regulator, to allow the employee to stand outside the potential path or route (trajectory) that a rim wheel component may travel during an explosive separation or sudden release of the pressurized air.
- Current charts and rim manuals containing instructions for the types of wheels being serviced will be available for employee use.

- Only tools recommended in the Rim Manuals will be used.

Safe Operating Procedure for Multipiece Wheels

Multipiece wheels are vehicle wheels consisting of two or more parts, one of which is a side or locking ring designed to hold the tire on the wheel by interlocking components when the tire is inflated. For those wheels which are serviced by City of Las Vegas employees, the following safety procedure will be followed:

- Tires will be completely deflated by removing the valve core before a wheel is removed from the axle.

- If a tire on a vehicle is under-flated but has more than 80% of the recommended pressure, the tire may be inflated while the rim wheel is on the vehicle, provided remote control inflation equipment is used and no employees remain in the trajectory during inflation.

- No attempt will be made to correct the seating of side and lock rings by hammering, striking, or forcing the components while the tire is pressurized.

- Cracked, broken, bent or otherwise damaged rim components will not be reworked, welded, brazed, or otherwise heated.

- Whenever multipiece rim wheels are being handled, employees will stay out of the trajectory unless the employer can demonstrate that performance of the servicing makes the employee's presence in the trajectory necessary.

- No heat will be applied to a multipiece wheel or wheel component.

- Tires will be mounted only on compatible wheel mating head diameter and width.

Safe Operating Procedure for Single Piece Wheels

Single piece wheels are vehicle wheels consisting of one part designated to hold the tire on the wheel when the tire is inflated. It does not include wheels used on automobiles or pickup trucks, and vans utilizing automobile tires or truck tires designated "LT" (Light Truck). For those tires serviced by City of Las Vegas employees, the following safety procedures will be followed:

- Tires will be inflated only when contained within a restraining device, positioned behind a barrier, or bolted on the vehicle with the lug nuts fully tightened.

- Tires will not be inflated when any flat, solid surface is in the trajectory and within one foot of the sidewall.

- Employees will stay out of the trajectory when inflating a tire.

- Tires will not be inflated to more than the inflation pressure stamped in the sidewall unless a higher pressure is recommended by the manufacturer.

- Heat will not be applied to a single piece wheel.

- Cracked, broken, bent, or otherwise damaged wheels will not be reworked, welded, brazed, or otherwise heated.

- Tires will be mounted only on compatible wheel of mating head diameter and width.

Safe Operating Procedure for Tires on Automobiles, Pick-up Trucks, Vans, or Tires Designated "LT" (Light Truck)

For the above tires, the following safety procedure will be followed:

- A tire changing machine will be used to mount, demount, inflate and/or deflate tires.

- The rim hold down device will remain in place throughout the entire demounting, mounting and inflation procedure.

- Tires will be completely deflated by removal of the valve core before demounting.

- Mounting and demounting of tires will be done only from the narrow ledge side of the wheel. Care will be taken to avoid damaging the tire beads.

- Tires will be mounted only on compatible wheel of mating bead diameter and width.

- If a bead expander is used, it will be removed before the valve core is installed, and as soon as the rim wheel becomes airtight.

- Tires will not be inflated to more than the inflation pressure stamped in the sidewall unless a higher pressure is recommended by the manufacturer.

- Employees will stay out of the trajectory when tire is being inflated.

- Heat will not be applied to a single piece wheel

- Cracked, broken, bent or damaged wheels will not be reworked.

- Non-flammable rubber lubricant will be applied to bead and wheel mating surfaces before assembling the rim wheel, unless the tire or wheel manufacturer recommends against the use of any rubber lubricant.

Training Program

- A training program will be provided to those City of Las Vegas employees who service single, multipiece and automobile tires.

- Training will consist of instruction in the correct procedure of servicing the type of wheel being serviced and the safe operating procedures described in this policy.

- Annually, the supervisor will evaluate the employee's ability to safely service the types of wheels in use.

- The attached evaluation form will be used for this purpose. The original will be maintained at the site, and a copy forwarded to the Insurance Division for review.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	87-5.0
	DATE:	10/87
	REVISED	5/07
	APPROVED	6/07
	REVIEWED	5/07

Street Barricades

SCOPE:

This policy/procedure provides guidelines for the safe work practices when working in the public right of way or City alleys.

PURPOSE:

To ensure City of Las Vegas employees are protected to the greatest degree possible when performing work in the public right of way.

STANDARD:

US Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), 2003 Edition or latest revision, State of Nevada , Occupational Safety and Health Administration, Construction Industry Standard 29 CFR 1926.200 through 203 and ANSI/ISEA 107-204.

POLICY:

- No employee will work in or alongside a public right of way or alley without the protection of traffic cones, barriers, warning flags, signs, or lights placed in accordance with the MUTCD.

- For daytime use, safety vests shall meet the requirements of Class 2 garments and for nighttime use, safety vests shall meet the requirements of Class 3 garments per ANSI/ISEA 107.204.

  NOTE: Regardless of the area of material used, a sleeveless garment or vest alone shall not be considered Class 3.

- During the months of March through October, consideration must be given for the health effects that can be caused by elevated ambient temperatures. During these months, Class 2 mesh vests will be allowed to be worn during daytime and nighttime operations.

- A flag person will be used when required and they will be trained and certified.

- Arrow boards will be maintained in good repair with all lights illuminated and maintained clean and highly visible.

- Vehicles that perform “stop and go” or moving/mobile operations that require a wide turn radius or make sudden turns or stops will be appropriately signed on the rear of the vehicle.

- All slow moving vehicles will display the slow moving vehicle emblem on the rear.

Training

Each Division will provide annual training to their employees on the proper practices required to set street barricades. The Division will forward training documentation to Human Resources, Insurance Services.

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: xxx DATE: xxx REVISED xxx APPROVED xxx REVIEWED xxx

Tree Trimming and Removal

Could not find this policy in the old manual.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 3-02 DATE: 6/03 REVISED 3/03 APPROVED 7/03 REVIEWED 7/03

Trailer Towing

SCOPE:

To provide guidelines in the inspection of trailer hitches.

PURPOSE:

To reduce the potential damage to City of Las Vegas equipment.

STANDARD:

State of Nevada , Motor Vehicle Code.

POLICY:

- There is a lot more to towing a trailer than just hitching up and taking off down the road. Tow vehicles must be compatible with hitching, braking and wiring systems to ensure safety.

- Trailer types range from no brakes to surge brakes, electric brakes and hydraulic brakes with a pull cord or air brakes.

- For a trailer with a load weight of more than 1500 pounds, a separate braking system and a breakaway switch located on the tongue is required to activate the trailer brakes in the event the trailer separates from the tow vehicle.

- Ball mounted attachments are to be removed and stored in the vehicle between uses. The operator will be responsible for storing and maintaining the ball mount attachments in good condition. Fleet and Transportation Services will replace the ball mount attachments when, in their opinion, the unit has reached its end of service live. Missing, stolen or damaged units will be replaced at the Department/Division's expense. Ball mount attachments will be replaced upon request accompanying a Vehicle/Equipment Accident Investigation form signed by the supervisor.

- To ensure safe operation, the Pre-Departure Safety check list will be completed prior to each use. All defects must be reported to your supervisor and Fleet and Transportation Services. The unit will be tagged out of service until the defects are corrected.

- When the weight of the trailer and its load are less than 10,000 pounds and the towing vehicle is greater than 26,001 pounds a Class B Commercial Drivers License (CDL) is required.

- When the weight of the trailer and its load exceeds 10,001 pounds and the towing vehicle is greater than 26,001 pounds a Class A Commercial Drivers License (CDL) is required.

TRAILER TOWING
PRE-DEPARTURE SAFETY CHECKLIST

- ☐ Inspect tires for correct tire pressure with a tire pressure gauge. Visually inspect wheel lug nuts to ensure they are present on the tow vehicle and trailer.

- ☐ Be sure that the hitch, coupler, draw bar and other equipment that connects the trailer and the tow vehicle are properly secured and adjusted.

- ☐ Ensure the wiring harness is properly connected – not touching the road, but loose enough to make turns without disconnecting or damaging the wiring.

- ☐ Make sure all running lights, brake lights, turn signals and hazard lights are working.

- ☐ Verify that the brakes on the tow vehicle and trailer are operating correctly.

- ☐ Ensure all items are securely fastened/secured on and in the trailer.

- ☐ Be sure that the trailer jack, tongue support and any attached stabilizers are raised and locked in place.

- ☐ Check load distribution to make sure the tow vehicle and trailer are properly balanced front to back and side to side.

- ☐ Check side and rearview mirrors to make sure you have good visibility.

- ☐ Safety chains (2) with hooks (2). When connected, safety chains should have some slack to permit sharp turns but should not drag on the road. They should cross under the trailer tongue to help prevent the tongue from dropping to the road in the event the trailer separates from the tow vehicle.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO: 95-1 DATE: 3/95 REVISED 11/06 APPROVED 12/06 REVIEWED 11/06

Use of Cellular Phones and Computers

SCOPE:

To establish guidelines for City of Las Vegas employees to follow when using cellular phones while operating motor vehicles.

PURPOSE:

To reduce the risk of bodily injury and property damage due to vehicular accidents.

STANDARDS:

Nevada Revised Statutes, Chapter 484.

POLICY:

The following procedures shall be used by all City of Las Vegas employees for receiving incoming and making outgoing calls on cellular phones.

If it is not possible, the following procedure applies:

- Receiving incoming calls:
  - Answer the call and advise the caller to hold.
  - Safely pull to the side of the road.
  - Place vehicle in park.
  - Respond to the caller.
- Making outgoing calls:
  - Calls WILL NOT be initiated until the vehicle has been pulled safely to the side of the road and the vehicle has been placed in park.
  - Use of headsets is prohibited. While these devices allow the operator of the vehicle to have both hands free, the operator of the motor vehicle is still distracted by communicating with the caller lessening their ability to concentrate on roadway hazards.

Training

- Information on this policy shall be made available every 2 years to those drivers required to attend the City's Defensive Driving Training.

- See Chapter II of the Safety/Loss Control Manual regarding Defensive Driving and Remedial Driver Training attendance requirements.

Discipline

- Failure to follow this Safety Policy/Procedure will result in disciplinary action and in accordance with City of Las Vegas policies and procedures.

City of Las Vegas SAFETY POLICY/PROCEDURE	NO:	90-4
	DATE:	2/90
	REVISED	8/05
	APPROVED	7/91
	REVIEWED	8/05

Welding and Cutting

SCOPE:

To provide guidelines for the safe operation of welding and cutting operations.

PURPOSE:

To reduce City of Las Vegas' employee exposure during welding and cutting operations.

STANDARD:

State of Nevada , Occupational Safety and Health Enforcement Section, General Industry Standard 29CFR1910.252 through 29CFR1910.255 and Construction Industry Standards 29CFR1926.350 through 354.

POLICY:

General Requirements for Storage of Compressed Gas Cylinders

- Compressed gas cylinders will be labeled to identify the gas content with either the chemical name or the trade name of the gas.

- Compressed gas cylinders will be kept away from heat sources or where they might become part of an electrical circuit.

- Compressed gas cylinders when stored inside buildings will be:

    - In designated areas away from elevators, stairways or passageways;
    - In well ventilated areas;
    - In a dry location;
    - At least 20 feet from combustible materials; and
    - With the valve protection cap in place.

- Acetylene compressed gas cylinders will be stored valve end up and should NEVER be laid on their side.

- Oxygen compressed gas cylinders will be separated from fuel-gas cylinders or combustible materials by either:

    - ❖ A minimum of 20 feet; or
    - ❖ A non-combustible barrier at least 5 feet high, having a fire resistance rating of at least one-half hour.

Operating Procedures for Oxygen-Fuel Gas Systems

- Compressed gas cylinders, cylinder valves, couplings, regulators, hoses and apparatus will be kept free from oily or greasy substances.

- Compressed gas cylinders will not be dropped or permitted to strike each other violently.

- Valve-protection caps will not be used for lifting purposes nor will bars be placed under valves or through valve protection caps to pry cylinders loose.

- Compressed gas cylinders not having fixed hand wheels will have keys, handles, or non-adjustable wrenches ON the valve stems while the cylinder is in service.

- Compressed gas cylinder valves will be closed:

    - ❖ Before moving cylinder;
    - ❖ When work is finished; and
    - ❖ When the cylinder in empty.

- Compressed gas cylinders will never be used as rollers or supports.

- Compressed gas safety devices in cylinders or valves will not be tampered with.

- Compressed gas cylinder valves will not be opened by the use of a hammer or wrench if valves cannot be opened by hand, the supplier will be contacted.

- Before connecting a regulator to a cylinder valve, the valve will be opened slightly and closed immediately to check the valves function.

    - ❖ Stand to one side.
    - ❖ Never crack a fuel gas cylinder near other welding work or other sources of ignition.
    - ❖ When leaky valves or fittings are found which cannot be stopped by closing the valve, the cylinder will be taken outdoors away from sources of ignition and slowly emptied.

- Acetylene cylinder valves will not be opened more than one and one-half turns and preferably no more than three-fourths of a turn.

- Flash-back (check valve) protection will be provided by an approved device that will prevent flame from passing into the fuel-gas system.

- Hose(s) showing leaks, burns, worn places or other defects will be replaced.

General Requirements for Arc Welding/Cutting Systems

- Employees designated to operate equipment will be properly instructed and qualified to operate the equipment.

- Terminals for welding leads will be protected from accidental electrical contact by employees or metal objects by dead-front receptacles for plug connections; recess openings with non-removable covers; heavy insulating sleeves or taping.

- Chains, wire ropes, cranes, hoists and elevators will not be used to carry welding current.

- The work lead will be firmly attached to the work, clamped and will be free of metal particles on the contact surface(s).

- Grounding of the welding machine frame will be checked.

- Electrode holders when not in use will be placed so they cannot make electrical contact with persons, conducting objects or compressed gas cylinders.

- Electrodes will be removed from the holder when the unit is not in use.

- Cables with splices within l0 feet of the holder will not be used.

- Welding electrode cables will not be coiled or looped around the welders' body.

- Machines that have become wet will be thoroughly dried and tested before being used.

- All equipment defects or safety hazards will be reported to the operator's supervisor. Repairs to equipment will be made only by qualified personnel.

Fire Prevention and Protection

- If the object to be welded or cut cannot readily be moved, all movable fire hazards in the vicinity will be taken to a safe place.

- If the object to be welded or cut cannot be moved and if all the fire hazards cannot be removed, then guards will be used to confine the heat, sparks, and slag, and to protect the immovable fire hazards.

- Restrictions: If the requirements stated in (A) and (B) cannot be followed then welding and cutting will not be performed.

- When the nature of the work to be performed falls within the scope of (B), certain additional precautions will be necessary:

    - ❖ Wherever there are floor openings or cracks in the flooring that cannot be closed, precautions will be taken so that no readily combustible materials on the floor below will be exposed to sparks which might drop through the floor. The same precautions will be observed with regard to cracks or holes in walls, open doorways and open or broken windows.

    - ❖ Suitable fire extinguishing equipment will be maintained in a state of readiness for use.

    - ❖ A fire watch will be required whenever welding or cutting is performed in locations where other than a minor fire might develop, or any of the following conditions exist:

        - Combustible material, in building construction or contents, closer than 35 feet to the point of operation.

        - Combustibles are more than 35 feet away but are easily ignited by sparks.

        - Wall or floor openings within a 35-foot radius expose combustible material in adjacent areas including concealed spaces in walls or floors.

        - Combustible materials are adjacent to the opposite side of metal partitions, walls, ceilings, or roofs and are likely to be ignited by conduction or radiation.

        - The fire watcher will have fire extinguishing equipment readily available and be trained in its use. They will be familiar with facilities for sounding an alarm in the event of a fire. They will watch for fires in all exposed areas, try to extinguish them only when obviously within the capacity of the equipment available, or otherwise sound the alarm. A fire watch will be maintained for a least a half hour after completion of welding or cutting operations to detect and extinguish possible smoldering fires.

        - Before cutting or welding is permitted, the area will be inspected by the individual responsible for authorizing cutting and welding operations. He will designate precautions to be followed in granting authorization to proceed by completing the Hot Work Permit (See Appendix A).

        - Where combustible materials such as paper clippings, wood shavings, or textile fibers are on the floor, the floor will be swept clean for a radius of 35 feet. Combustible floors will be kept wet, covered with damp sand, or protected by fire-resistant shields. Where floors have been wet down, personnel operating arc welding or cutting equipment will be protected from possible shock.

        - Cutting or welding will not be permitted in the following situations:

            - ➢ In areas not authorized by the supervisor.

- In sprinklered buildings while such protection is impaired.
- In the presence of explosive atmospheres (mixtures of flammable gases, vapors, liquids, or dusts with air), or explosive atmospheres that may develop inside uncleaned or improperly prepared tanks or equipment.
- In areas near the storage of large quantities of exposed, readily ignitable materials.

- Where practicable, all combustibles will be relocated at least 35 feet from the work site. Where relocation is impracticable, combustibles will be protected with flameproof covers or otherwise shielded with metal, guards or curtains.

- Ducts and conveyor systems that might carry sparks to distant combustibles will be shut down.

- Where cutting or welding is done near walls, partitions, ceiling or the roof of combustible construction, fire-resistant shields or guards will be provided to prevent ignition.

- If welding is to be conducted on a metal wall, partition, ceiling or roof, precautions will be taken to prevent ignition of combustibles on the other side, due to conduction or radiation, preferably by relocating combustibles. Where combustibles are not relocated, a fire watch on the opposite side from the work will be provided.

- Welding will not be attempted on a metal partition, wall, ceiling or roof having combustible covering nor on walls or partitions of combustible sandwich-type panel construction.

- Cutting or welding on pipes or other metal in contact with combustible walls, partitions, ceilings or roofs will not be undertaken if the work is close enough to cause ignition by conduction.

- The Supervisor will:

    - Be responsible for the safe handling of the cutting or welding equipment and the safe use of the cutting or welding process.

    - Determine what combustible materials and hazardous areas are present or likely to be present in the work location.

    - Protect combustibles from ignition by the following:

        - Have the work moved to a location free from dangerous combustibles.

        - If the work cannot be moved, have the combustibles moved to a safe distance from the work or have the combustibles properly shielded against ignition.

        - See that cutting and welding are so scheduled that operations that might expose combustibles to ignition are not started during cutting or welding.

    - Issue authorization for the cutting or welding operations.

- ❖ Determine that the cutter or welder assures his approval that conditions are safe before going ahead.
- ❖ Determine that fire protection and extinguishing equipment are properly located at the site.
- ❖ Where fire watches are required, he will see that they are available at the site.

Employee Protection

- Helmets will be used by the welder during all arc welding and cutting operations.
- Goggles will be used by the welder during all gas welding or oxygen cutting operations.
- Helpers will be required to wear proper eye protection. The following guide will be followed to select the proper shade number for the lenses to be used:

Welding Operation	Shade No.
Shielded metal-arc welding:	
1/6, 3/32, 1/8, 5/32-inch electrodes.....	10
Gas-shielded arc welding (non-ferrous)	
1/16, 3/32, 1/8, 5/32-inch electrodes.....	11
Gas-shielded arc welding (ferrous):	
1/16, 3/32, 1/8, 5/32-inch electrodes.....	12
Shielded metal arc welding:	
3/16, 7/32, 1/4-inch electrodes.....	12
5/16, 3/8-inch electrodes.....	14
Atomic hydrogen welding.....	10-14
Carbon arc welding.....	14
Soldering.....	2
Torch brazing.....	3 or 4
Light cutting, up to 1 inch.....	3 or 4
Medium cutting, 1 inch to 6 inches.....	4 or 5
Heavy cutting, 6 inches and over.....	5 or 6
Gas welding (light) up to 1/8 inch.....	4 or 5
Gas welding (medium) 1/8 inch to 1/2 inch....	5 or 6
Gas welding (heavy) 1/2 inch and over.....	6 or 8

- Workers adjacent to the welding areas will be protected from the rays by non-combustible or flameproof screens or shields or will wear the appropriate goggles.

- The appropriate protective clothing will be worn during welding and cutting operations.

- When working in confine spaces, City of Las Vegas Safety Policy/Procedure No. 90-5 will be followed.

Ventilation and Health Protection

Ventilation

- When welding screens are used, they will be so mounted that they are about 2 feet above the floor so as not to restrict the ventilation.

- Mechanical ventilation will be provided when welding and cutting is preformed indoors on materials containing the following compounds:

    - ❖ Fluxes, coverings, or other materials which contain fluorine;
    - ❖ Zinc-bearing base or filler metals or metals coated with zinc-hearing materials;
    - ❖ Lead-base metals;
    - ❖ Beryllium-containing base or filler metals;
    - ❖ Cadmium-bearing or cadmium coated;
    - ❖ Metals coated with mercury-bearing materials including paints;
    - ❖ Cutting of stainless steel;
    - ❖ In a space of less than 10,000 cubic feet per welder;
    - ❖ In a room having a ceiling height of less than 16 feet; and
    - ❖ In confined spaces.

- Ventilation will be at the minimum rate of 2,000 cubic feet per minute per welder, except where local exhaust hoods or fixed enclosures are provided.

    - ❖ Local exhaust hoods are:

        - Freely movable hoods intended to be placed by the welder as near as practicable to the work being welded and provided with a rate of airflow sufficient to maintain a velocity in the direction of the hood of l00 linear feet per minute in the zone of welding when the hood is at its most remote distance from the point of welding. The rates of ventilation required to accomplish this control velocity using a 3-inch wide flanged suction opening are shown in the following:

Welding Zone	Minimum Air Flow/CFM*	Duct Diameter Per Sq. Inch2
4 to 6 inches from arc or torch	150	3
6 to 8 inches from arc or torch	275	3-1/2
8 to 10 inches from arc or torch	425	4-1/2
10 to 12 inches from arc or torch	600	5-1/2

*Cubic Feet Per Minute

[1] When brazing with cadmium bearing materials or when cutting on such materials, increased rates of ventilation may be required.

[2] Nearest half-inch duct diameter based on 4,000 feet per minute velocity in pipe.

- ❖ Fixed enclosure: A fixed enclosure with a top and not less than two sides which surround the welding or cutting operations and with a rate of airflow sufficient to maintain a velocity away from the welder of not less than 100 linear feet per minute.

- Oxygen will NEVER be used for ventilation.

Health Protection

Local exhaust or general ventilating systems will be provided and arranged to keep the amount of fumes, gases or dust below the maximum allowable concentration as specified in Subpart Z, 29CFR1910.1000 or the latest edition of the American Conference of Governmental Industrial Hygienist (ACGIH), Threshold Limit Values and Biological Exposure Indices.

Prohibition

NO welding, cutting or other hot work will be performed on used drums, barrels, tanks or other containers.

Personal Protective Equipment

Division Managers, which require welding and cutting activities will ensure that the appropriate personal protective equipment (PPE) is provided and used according to their Division's Personal Protective Equipment Assessment. See Safety Policy/Procedure 01-1.

Training

Division Managers which require welding and cutting activities will provide annual training to those employees engaged in welding and cutting operations.

APPENDIX A

WARNING!

HOT WORK IN PROGRESS

WATCH FOR FIRE!

REQUIRED CHECKLIST

☐ Available sprinklers, hose streams and extinguishers are in service/operable.
☐ Hot Work equipment in good repair.

REQUIREMENTS WITHIN 35 FEET OF WORK

☐ Flammable liquids, dust, lint and oily deposits removed.
☐ Explosive atmosphere in area eliminated.
☐ Floors swept clean.
☐ Combustibles floors wet down, covered with damp sand or fire-resistive sheets.
☐ Remove other combustibles where possible. Otherwise protect with fire-resistive tarpaulins or metal shields.
☐ All wall and floor openings covered.
☐ Fire-resistant tarpaulins suspended beneath work.

WORK ON WALLS OR CEILINGS

☐ Construction is noncombustible and without combustible covering or insulation.
☐ Combustibles on other side of walls moved away.

WORK ON ENCLOSED EQUIPMENT

☐ Enclosed equipment cleaned of all combustibles.
☐ Containers purged of flammable liquids/vapors.

FIRE WATCH/HOT WORK AREA MONITORING

☐ Fire Watch will be provided during and for 30 minutes after work, including any breaks.
☐ Fire Watch is supplied with suitable extinguishers.
☐ Fire Watch trained in use of this equipment and sounding alarm.
☐ Fire Watch is required for adjoining areas, above and below.
☐ Monitor Hot Work area 4 hour after job is completed.
☐ Other precautions taken. _____

INSTRUCTIONS

1. Employees doing Hot Work: Indicate time started and post permit at Hot Work location. After Hot Work, indicate time completed and leave permit posted for Fire Watch.
2. Fire Watch: Prior to leaving area, do final inspection, sign and leave permit posted and notify supervisor.
3. Final inspection, sign and return permit to supervisor.

Hot Work being done by:

☐ Employee ☐ Contractor: _____

Date Location/Building & Floor: _____

Nature of Job: _____

Name of Person Doing Hot Work: _____

Signed: _____

Time Started _____ AM PM Time Finished _____ AM PM

Permit Expires: Date _____ Time _____ AM PM

FIRE WATCH SIGN OFF

Work area and all adjacent areas to which sparks and heat have spread were inspected during the Fire Watch period and were found fire safe.

Signed _____

FINAL CHECKUP

Work area was monitored and found fire safe.

Signed _____

THIS PERMIT IS TO BE RETURNED TO THE SUPERVISOR AND KEPT ON FILE BY THE DIVISION WHICH IS DOING THE HOT WORK

	City of Las Vegas **SAFETY POLICY/PROCEDURE**	NO: xxx DATE: xxx REVISED xxx APPROVED xxx REVIEWED xxx

Working Outdoors in Warm Climates

SCOPE:

This policy covers the establishment of safe operating procedures for employees that perform work outdoors when exposed to heat and sun hazards.

PURPOSE:

To ensure City of Las Vegas employees are protected from heat stress and heat stroke hazards when performing work outdoors in warm climates.

POLICY:

All employees must be familiar with the potential hazards associated with working in warm outdoor climates as listed below:

SUN - Sunlight contains ultraviolet (UV) radiation, which causes premature aging of the skin, wrinkles, cataracts, and skin cancer. There are no safe UV rays or safe suntans. Be especially careful in the sun if you burn easily, spend a lot of time outdoors, or have any of the following physical features: numerous, irregular, or large moles; freckles, fair skin; or blond, red, or light brown hair.

Methods to block those harmful rays:

- Cover up. Wear loose-fitting, long-sleeved shirts and long pants.
- Use sunscreen with a sun protection factor (SPF) of at least 30. Be sure to follow application directions on the bottle or tube.
- Wear a hat. A wide brim hat, not a baseball cap, works best because it protects the neck, ears, eyes, forehead, nose and scalp.
- Wear UV-absorbent sunglasses (eye protection). Sunglasses should block 99 to 100 percent of UVA and UVB radiation.
- Limit exposure. UV rays are most intense between 10 a.m. and 4 p.m.

HEAT – The combination of heat and humidity can be a serious health threat during the summer months. If you work outside, you may be at increased risk for heat-related illness.

Take precautions:

- Drink small amounts of water frequently.
- Wear light-colored, loose-fitting, breathable clothing – cotton is good.

- Take frequent short breaks in the shade.
- Eat smaller meals before work activity.
- Avoid caffeine and alcohol or large amounts of sugar.
- Work in the shade, when possible.
- Find out from your health care provider if your medications and heat don't mix.
- Know that equipment such as respirators or work suits, such as Tyvek, can increase heat stress.
- Temperatures are highest between 10 a.m. and 4 p.m. so a heavy workload should be limited between these time periods when possible.

If excessive heat warning is issued, workers must be protected from heat-related illness.

There are three kinds of major heat-related disorders – heat cramps, heat exhaustion, and heat stroke, which can be fatal. You need to know how to recognize each one and what first aid treatment is necessary.

Symptoms of heat exhaustion include:

- Headaches, dizziness, lightheadedness or fainting
- Weakness and moist skin.
- Mood changes such as irritability or confusion.
- Upset stomach or vomiting.

Symptoms of heat stroke include:

- Dry, hot skin with no sweating.
- Mental confusion or losing consciousness.
- Seizures or convulsions.

<u>Training</u>

Each Division will ensure that all employees in those job classifications that work outdoors are trained annually to protect themselves. The Division will forward all safety training documentation to Insurance Services Division.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
Approval of Centennial History Grant funding in the amount of $300,000 to fund a master plan for the Historic Westside School and Variety Early Learning Center and Historic Preservation Plan for the Historic Westside School located at 330 West Washington Avenue– Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $300,000
Funding Source: Commission for the Las Vegas Centennial
Dept./Division: Planning & Development

PURPOSE/BACKGROUND:
The Planning & Development Department has been awarded $300,000 of Centennial History Grant funds to be used for a Master Plan for the Historic Westside School site and the adjacent Variety Early Learning Center site, a Rehabilitation Plan for the Historic Westside School, and minor improvements and educational materials regarding the project. The Centennial Grant to be provided to the City may be used on any qualified costs in furtherance of the Project, including, but not limited to, costs for the materials, equipment, labor, consultants, studies and other related expenses for the Project.

RECOMMENDATION:
APPROVAL

BACKUP DOCUMENTATION:
Memorandum of Understanding between the City of Las Vegas and the Commission for the Las Vegas Centennial

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS AND THE COMMISSION FOR THE LAS VEGAS CENTENNIAL

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2011, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation ("Commission") and the City of Las Vegas ("City").

RECITALS

WHEREAS, the City is the owner of Historic Westside School ("School"), located at 330 W. Washington Road, Las Vegas, Nevada, which includes two historic buildings and structures, including the original schoolhouse constructed in 1923 and the classroom addition constructed in 1948;

WHEREAS, the School is listed on the Nevada Register of Historic Places, the National Register of Historic Places, and the city of Las Vegas Historic Property Register; and

WHEREAS, the City desires to conduct studies and create a Master Plan for the School site and the adjacent Variety Early Learning Center site, located at 990 D. Street, and a Rehabilitation Plan for the School; and

WHEREAS, the City desires to make minor improvements to the School as part of the rehabilitation of the School; and

WHEREAS, the City desires to provide printed and web-based educational materials about the progress of the Master Plan and Rehabilitation Plan of the School; and

WHEREAS, the Commission is able to provide the Centennial grant funds for the Master Plan for the School site and the adjacent Variety Early Learning Center site, Rehabilitation Plan for the School, and minor improvements and educational materials subject to the terms of this MOU.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
IMPROVEMENTS AND GRANT FUNDS

1.1 Grant of Funds. Subject to the terms of this MOU, the Commission hereby agrees to provide to the City a grant in the total amount of Three Hundred Thousand Dollars ($300,000) (the "Centennial Grant") to be used for a Master Plan for the School site and the adjacent Variety Early Learning Center site, Rehabilitation Plan for the School, and minor improvements and educational materials (collectively the "Project"). The Master Plan includes recommendations for the following: (a) Site development of the School to include landscaping, parking lot, ADA access, and pedestrian and vehicular access improvements; (b) Improved pedestrian connection

between the School and Variety Early Learning Center. The Rehabilitation Plan includes recommendations for: (a) rehabilitation of the historic School buildings and site; (b) ADA upgrades to the School and site; (c) minor improvements as deemed necessary during the Master Plan process. Educational materials to include: (a) materials as necessary for public meetings and workshops to discuss Master Plan and Rehabilitation Plan progress; (b) historical brochures or flyers about the School and neighborhood; (c) equipment as necessary to record and archive historic materials pertaining to the School. The Centennial Grant to be provided to the City may be used on any qualified costs in furtherance of the Project, including, but not limited to, costs for the materials, equipment, labor, consultants, studies and other related expenses for the Project.

1.2 Project. City represents and covenants that it is the owner of the School, including the buildings and structures therein which is where the Project shall take place. The City shall be responsible for the administration of the Project.

1.3 City and Other Governmental Permits. At such time as required by law, City shall, at its expense, secure or cause to be secured any and all required permits and pay any and all fees which may be required by the City or any other governmental agency affected by the administration of the Project.

1.4 Rights of Access. For the purposes of assuring compliance with this MOU, representatives of the Commission shall have reasonable access to any area where the work for the Project is taking place without charge or fee and at normal business hours.

1.5 Local, State and Federal Laws. City shall carry out the Project work, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

1.6 Funding. The Commission shall provide the City with the Centennial Grant of Three Hundred Thousand Dollars ($300,000) to be utilized by the City for the Project. The Commission shall provide the Centennial Grant Funds to the City, provided that the City complies with the requirements of this MOU. The Commission shall not provide any additional funding for the Project other than the Centennial Grant provided herein, except for any additional funds approved by the Commission.

1.7 City Funding Requests. When the City is in need of funds to be provided from the Centennial Grant, City shall furnish the Executive Director with a requisition for the expenditure, which shows the amount, a description of the Project items completed, copies of related invoices and a statement from the City that the work was completed. The Executive Director will, during the next succeeding fifteen (15) business days review the disbursement request and the work (if applicable) performed to see if it complies with this Agreement. If the payment should be so made, the Executive Director shall approve the request and issue a check or have the amount requested transferred to the City.

1.8 Cost Overruns. If the cost of the Project, or any portion thereof, exceeds the amounts set forth in the City's contracts for the Project, City shall pay the amount of the excess

from the City's own funds or any other funds obtained by the City or pledged to the City to pay any such excess, so long as such excess amounts are not paid from the Centennial Grant Funds.

1.9 Term. The Centennial Grant provided herein shall be available to be disbursed to the City for a period of two (2) years from the date of this MOU ("Effective Date") unless, upon request by the City, the term is extended by the Centennial Commission. Except for any provisions which survive the expiration or termination of this MOU or any extensions of the term, this MOU shall terminate upon the satisfactory completion of those Project to be funded by the Centennial Grant or the second anniversary date from the Effective Date, whichever occurs first.

ARTICLE II
MISCELLANEOUS COVENANTS

2. Inspections and Reviews. The City covenants that it will allow the Commission to inspect its books and records pertaining to the Project and this MOU at all reasonable times and upon reasonable notice.

ARTICLE III
DEFAULTS

3.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this MOU.

A. Any party to this MOU fails to pay an amount under this Agreement when due.

B. Any party to this MOU fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this MOU.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this MOU gives the defaulting party to this MOU notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

3.2 Remedies for Default.

A. Remedies of Commission. If the City is the defaulting party, and an Event of Default has occurred, the City shall be entitled to exercise all rights that it has under the terms of this MOU and may withhold further funding. In addition, subject to Section 4.5 of this MOU, upon an Event of Default by the City, the Commission shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this MOU and to require that the City carry out the agreements that it has made hereunder. The suit may be

for specific performance, for damages, or for both, and the Commission may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Commission's rights under this MOU.

B. Remedies of City. Subject to Section 4.5, in the Event of a Default by the Commission hereunder, the City shall be entitled to bring a lawsuit at law or in equity seeking damages from the Commission on account of the breach, and the City shall also be entitled to bring a lawsuit for specific performance to order the Commission to comply with its duties under this MOU, or bring an action for an injunction to enjoin acts of the Commission which may be unlawful or in violation of the rights of the City under this MOU.

3.3 Mutual Remedies. In addition to the remedies stated in Sections 3.1 and 3.2 of this MOU, the Commission and the City shall have all other rights and remedies afforded them by law or in equity for the enforcement of this MOU if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.5, no right or remedy conferred by this MOU is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this MOU or now or hereafter existing at law or in equity, or by statute.

3.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this MOU or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

3.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE IV
MISCELLANEOUS

4.1 Indemnification.

A. Subject to the limitation of NRS Chapter 41, the City agrees to protect and indemnify and hold the Commission, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Commission, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i.) the rehabilitation and/or restoration improvements made to the School; (ii) any environmental or hazardous waste condition hereafter existing on any of the property which is a part of the School under the control of such indemnifying party which was caused by the action of the City, or any contractor, subcontractor, agent, licensee or anyone who is directly employed by the City, or any of its contractors, subcontractors or agents, in connection with the Project, or (iii) any act or omission, negligent or otherwise, of the City, or any of its contractors,

subcontractors, agents, licensees or anyone who is directly employed by the City, or any of its contractors, subcontractors, agents or licensees, in connection with the Project.

B. Subject to NRS Chapter 41, the City agrees that it shall at its sole cost and expense defend the Commission, its directors, officers, employees and agents and each of them in any suit or action for which the City has agreed to indemnify the Commission, its directors, officers, employees or agents. The Commission shall promptly notify the City of any claim made against it for which it may seek indemnification and shall fully cooperate with the City in the defense and/or settlement thereof. If the City fails to defend the Commission as herein provided, the Commission shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the City.

C. No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or gross negligence of the Commission or its directors, officers or employees.

D. The provisions of this Section 4.1 shall survive the termination of this MOU for a period of twelve (12) months thereafter. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

4.2 No Third-Party Beneficiaries. None of the provisions of this MOU is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this MOU to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this MOU.

4.3 Delay of Performance. The parties' respective obligations hereunder are subject to the following:

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. Reasonable Requests for Extension. If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein.

4.4 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Commission and the City administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the City Manager of the City, and the Executive Director or designee to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

4.5 Arbitration. All claims, disputes, or other questions that may arise between the Commission and the City concerning any provision or provisions of this MOU which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.4, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the Commission Board of Directors, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The Commission and the City shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the Commission and the City shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation,

shall be assessed equally against the Commission and the City. The City shall carry on the work and maintain progress, and the Commission shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The Commission and the City shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this MOU, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

4.6 Successors: Assignments. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this MOU or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

4.7 Entire Agreement. This MOU, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this MOU, but only by a written instrument signed by each party.

4.8 Further Assurances. The City and the Commission agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this MOU. Without limit or foregoing, the Commission will execute and acknowledge the instruments reasonably requested by the City evidencing termination of this MOU.

4.9 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Commission:

Commission of the Las Vegas
c/o Executive Director
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

If to the City:

City of Las Vegas
Attention: City Manager
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this

Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

4.10 Severability. If any provision of this MOU is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

4.11 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Commission must be signed by the Executive Director. Until another person is designated, the City hereby designates Elizabeth Fretwell, Deputy City Manager, as its authorized representative and the Commission hereby designates its Executive Director as its authorized representative.

4.12 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

4.13 Interpretation. The captions appearing at the commencement of the Articles and 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 MOU, nor in any way affect this MOU.

4.14 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this MOU shall be in effect from the date and year first mentioned above until the Improvements have been completed and all obligations pursuant to this MOU fulfilled.

4.15 Time Calculation. Whenever in this MOU a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

4.16 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same MOU.

. . .
. . .
. . .
. . .

IN WITNESS WHEREOF the Commission and the City have caused this MOU to be executed as of the day and year first mentioned above.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Oscar B. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

J. Pinkerton 1/12/11
Date

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

J. Pinkerton 1/12/11
Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Approval of an encroachment request from Fairway Property Advisors on behalf of Mahogany Run, Inc., owner (Rome Boulevard west of Riley Street) - Ward 6 (Ross)

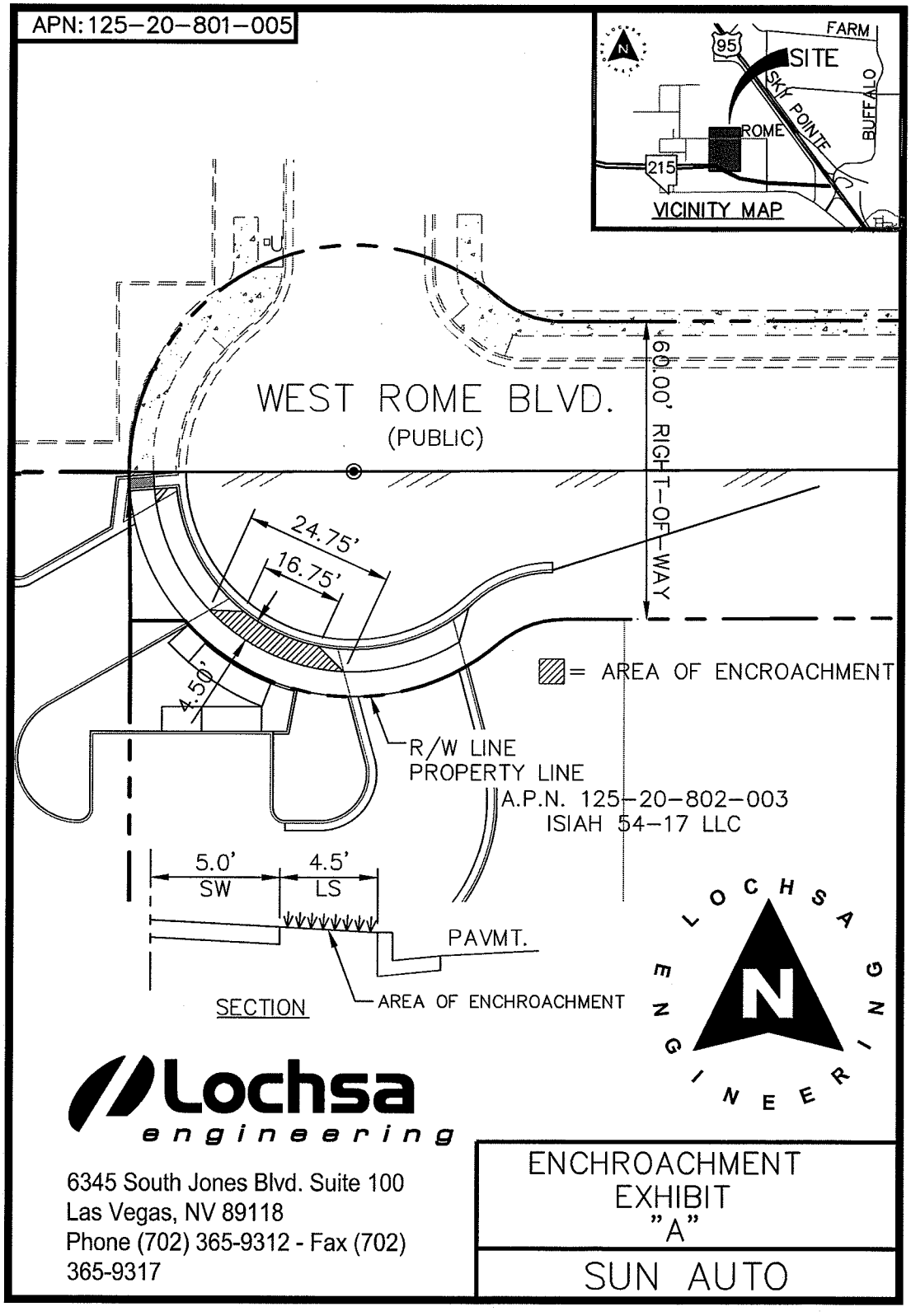
Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for landscaping of approximately 112 square feet in the amenity zone between the sidewalk and curb consisting of shrubs, ground cover and an irrigation system.

RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (Rome Boulevard west of Riley Street)



Lochsa engineering

6345 South Jones Blvd. Suite 100
Las Vegas, NV 89118
Phone (702) 365-9312 - Fax (702) 365-9317

ENCHROACHMENT EXHIBIT "A"

SUN AUTO

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Approval of an encroachment request from Spanish Oaks Homeowners Association, owner (Spanish Oaks Drive between Sahara Avenue and El Camino Avenue) - Ward 1 (Tarkanian)

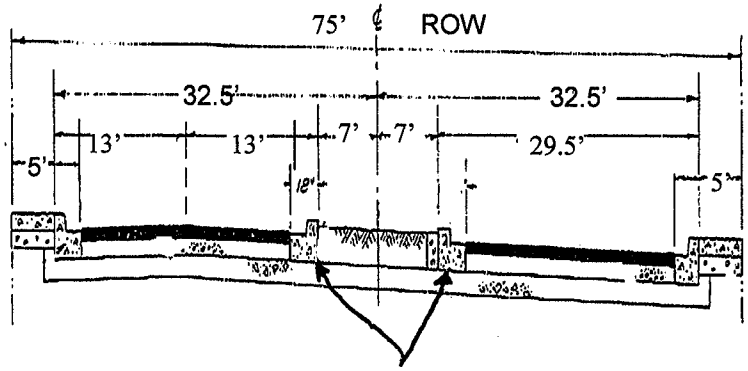
Fiscal Impact

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

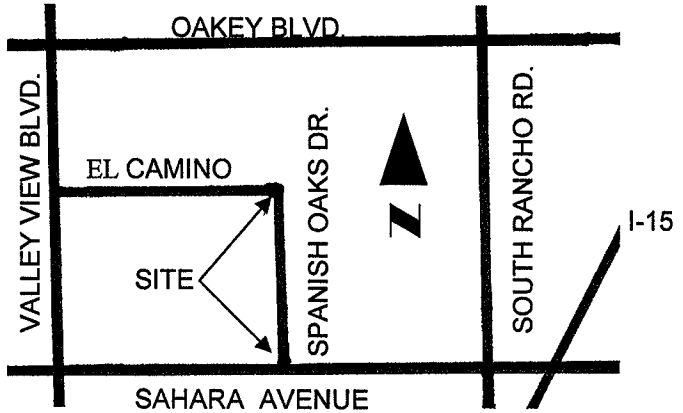
PURPOSE/BACKGROUND:
This request is for landscaping of two medians on Spanish Oaks Drive between Sahara Avenue and El Camino Avenue. The south median is approximately 255 feet long and varying in width from 4 feet to 14 feet and the north median is approximately 272 feet long varying width from 4 feet to 14 feet. The landscaping for both medians will consist of trees, shrubs, ground cover and an irrigation system.

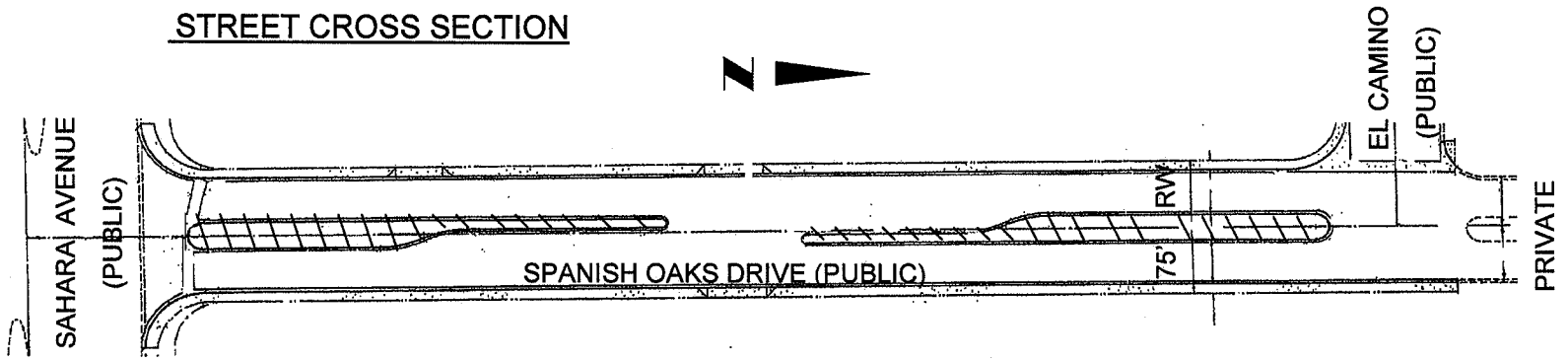
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
1. Copy of Encroachment Exhibit "A" (Spanish Oaks Drive-location of medians)
2. Copy of Encroachment Exhibit "B" (Spanish Oaks Drive-location of landscaping)



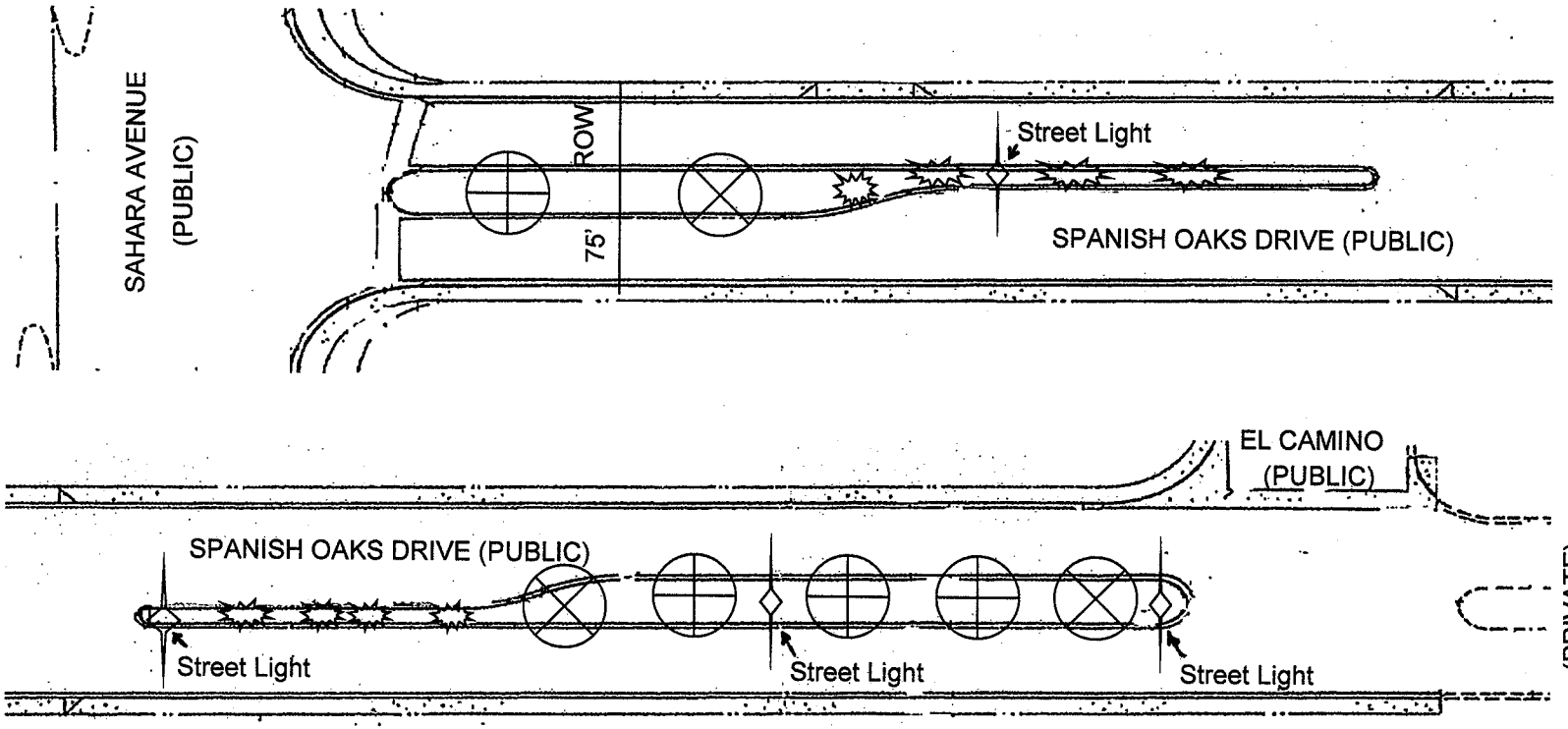
STREET CROSS SECTION





AREA OF ENCROACHMENT

ENCROACHMENT EXIBIT A



ENCROACHMENT EXIBIT B

2 OF 2

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Approval of a Cooperative Agreement with the State of Nevada Department of Transportation (NDOT) to define maintenance responsibility for the storm drain being installed within Rancho Drive between Rainbow Boulevard and Lone Mountain Road as a part of the Gowan Outfall Lone Mountain Branch Rancho to Decatur Storm Drain project - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Cooperative Agreement will establish maintenance responsibility for the portion of the Gowan Outfall Lone Mountain storm drain that is within the NDOT right-of-way.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative Agreement

Agreement Number _____

COOPERATIVE AGREEMENT

This Agreement is made and entered into this ____ day of _____, _____ 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, a political subdivision of the State of Nevada, hereinafter called the CITY

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" 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 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the CITY is constructing a new drainage system in the Rancho Drive right of way as part of "Gowan Outfall Lone Mountain Branch-Rancho to Decatur Storm Drain Project", hereinafter called the PROJECT, that will be within DEPARTMENT right of way; and

WHEREAS, the purpose of the agreement is to establish maintenance and responsibility for the new drainage system in Rancho Drive right of way; and

WHEREAS, the maintenance services to be provided by the CITY will be of benefit to the CITY, the DEPARTMENT, and to people of the State of Nevada; and

WHEREAS, the CITY is 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 notify the DEPARTMENT, in advance, of work that will be performed within the DEPARTMENT right of way. Work within the right of way will require the submission of traffic control plans to the DEPARTMENT's Assistant District Engineer for Maintenance seventy two (72) hours in advance of the of the performance of work. Work outside of the right of way will require a twenty four (24) hour advanced notification provided to the DEPARTMENT Assistant District Engineer for Maintenance prior to the performance of the work.

2. To maintain, rehabilitate, or reconstruct the underground drainage structures within the DEPARTMENT right of way in accordance to the construction plan, all applicable

ordinances, regulations, standards, and Clark County Regional Flood Control District's (CCRFCD) Operation and Maintenance Manual when warranted due to impacts of normal storm water conveyance activities. The CITY shall repair damages in a timely manner to their original improved state.

3. To remove all rubbish, trash, debris, and surplus materials from the inside of the underground drainage structures per CCRFCD Operation and Maintenance Manual.

4. To assume all costs for maintenance of the underground drainage facilities constructed with PROJECT within DEPARTMENT right of way per the CCRFCD Operation and Maintenance Manual.

5. To notify DEPARTMENT of any maintenance concerns or damages to surface drainage structures identified by the CITY.

6. The CITY must obtain approval from the DEPARTMENT for any modifications and/or repair within DEPARTMENT right of way to the medians, landscaping, curb and gutter, and pavement required to perform maintenance on the drainage structure.

ARTICLE II – DEPARTMENT AGREES:

1. To perform diligent review of the CITY'S permit application for maintenance, rehabilitation, or reconstruction, within 10 working days.

2. To allow immediate access to the right of way during an emergency conditions.

3. To waive all fees necessary for obtaining permits and approvals from the DEPARTMENT for maintenance, rehabilitation, or reconstruction.

4. To keep the surface drainage structure clear of debris that would prevent the collection and conveyance of flow. To keep the culverts, inlets and catch basins free of debris, dirt, and gravel. To maintain the gutters and grates at the openings of the drop inlet structures to promote the positive drainage of flow. Maintain unlined swales, channels, and ditches to promote the positive drainage of flow.

5. To obtain approval from the CITY for any modification, reconstruction, and extension of drainage structures constructed with the PROJECT. The cost and expense of any modification, reconstruction, and/or extension of the PROJECT, including costs for adjustment of manholes and/or drop inlets, is the sole responsibility of the DEPARTMENT.

6. To notify CITY of any maintenance concerns or damages to underground drainage structure identified by the DEPARTMENT.

7. To allow the CITY forces to access the drainage structures within DEPARTMENT right of way to perform maintenance, rehabilitation, or reconstruction on the underground drainage structures.

8. To issue a right of way occupancy permit for the drainage system, after all review comments have been satisfied.

ARTICLE III – IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including the 31st day of July 14, 2014 or until 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, and shall remain in full force and effect unless otherwise terminated.

2. 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 accept as stated in Article III paragraph IT IS MUTUALLY AGREED. The parties expressly agree that this agreement shall be terminated immediately if for any reason Clark County Regional Flood Control District funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. 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 at: 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: Mohamed Rouas, Nevada Department of Transportation Assistant District Engineer for Maintenance 123 E. Washington Avenue Las Vegas, Nevada 89101 Phone: (702) 385-6503 Fax: (702) 385-6511 E-mail: mrouas@dot.state.nv.us
FOR THE CITY OF LAS VEGAS:	Jorge Cervantes, P.E., P.T.O.E. Director of Public Works/City of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101 Phone: (702) 229-6276 Fax: (702) 382-3232 E-mail: jcervantes@lasvegasnevada.gov

4. 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 attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own 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 the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, 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.

5. 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 State 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.

6. 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.

7. An alteration ordered by the CITY or DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will 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.

8. 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 jurisdiction of the Nevada district courts for enforcement of this Agreement.

9. 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 shall not be held to render any other provision or provisions of this Agreement unenforceable.

10. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

11. Each party agrees to keep and maintain under generally accepted accounting full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. It is specifically agreed between the parties executing this Agreement that it is not.

12. 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.

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

14. 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.

15. 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 confidential by law or a common law balancing of interests.

16. 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.

17. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

18. 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.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. This is 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, Nevada

Oscar B. Goodman, Mayor

Attest

City Clerk

Approved as to Form:

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.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Approval of Interlocal Agreement No. 114003 between the City of Las Vegas and the Las Vegas Valley Water District for water service for Charleston Boulevard Median Island Landscaping on Charleston Boulevard between 6th Street and Maryland Parkway ($14,789 - Public Works Capital Project Fund [CPF]) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $14,789
Funding Source: Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install water service, the Interlocal Agreement with conditional water commitment must be executed and the required fees paid. The funding source for this project is 50/50 matching Nevada Department of Transportation Landscape and Aesthetics Community Program Grant and 1 Percent Room Tax. This Interlocal Agreement is scheduled for adoption by the LVVWD Board of Directors on February 1, 2011.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement No. 114003

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
CHARLESTON BOULEVARD MEDIAN ISLAND LANDSCAPING

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in a landscape median beautification project generally located in Charleston Boulevard right-of-way, east of 7th Street, and further referenced as Clark County Assessor's Road Parcel Number 139-34-499-001, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the landscape median beautification project and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for median island landscaping irrigation, located in Charleston Boulevard right-of-way, east of 7th Street. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CHARLESTON BOULEVARD MEDIAN ISLAND LANDSCAPING
Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT'S Service Rules, to refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto,and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the CITY. This Agreement does not create any third party beneficiary rights or causes of action

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That 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, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20_____.

APPROVED AS TO FORM:

John S. Ridilla for
BRADFORD JERBIC
City Attorney

John S. Ridilla
Deputy City Attorney

ATTEST:

CITY OF LAS VEGAS

_____
BEVERLY K. BRIDGES, MMC, City Clerk

BY: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

_____
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
President, Board of Directors

APPROVED:

_____
CHARLES K. HAUSER, General Counsel

THIS DOCUMENT AND SUBSEQUENT PAYMENT OF FEES DOES NOT AFFECT THE OUTCOME OR THE REQUIREMENT TO OBTAIN A WATER COMMITMENT FOR THE PROJECT. A WATER COMMITMENT MUST BE OBTAINED FROM THE DISTRICT THROUGH THE PROCESS DESCRIBED IN THE DISTRICT SERVICE RULES. THIS DOCUMENT AND PAYMENT OF FEES IS NOT A COMMITMENT FOR WATER SERVICE.

Las Vegas Valley Water District
APPLICATION FOR CONNECTION AND REQUEST FOR SERVICE

AGREEMENT NO. 114003 SERVICE POINT # _____
BY: Linda P. 12/28/2010
CHECKED BY: _____
JOB ORDER # _____ F/A# _____ DATE _____

Project Name: CLV - CHARLESTON BOULEVARD MEDIAN ISLAND LANDSCAPING

Service Location(s): Charleston Boulevard - 700 Block

Service Address: _____

Developer: City of Las Vegas (3)

Social Security or Tax I.D. No.: 88-6000198

Billing Address: 400 Stewart Avenue

Las Vegas, NV 89101-2913

Telephone No. ( ) 229-6739

Property Owner: City of Las Vegas

FEES, CHARGES AND DEPOSITS

SERVICE CONNECTION INSTALLATION
COMPLETE SERVICE / SERVICE EXCLUDING METER (27301)
SIZE: _____ $ _____

METERS ONLY (25700)
1 STD 1 *@ $ 100. / ea. $ 100.
_____ *@ $ _____ / ea. $ _____
_____ *@ $ _____ / ea. $ _____

AUTOMATED METER READING DEVICE (AMR) (27301 R-7723)
1 @ $ 104. / ea. $ 104.

SERVICES > 2" INSTALLED BY PRIVATE CONTRACTOR
_____ * TYPE: _____ $ - 0 -
_____ * TYPE: _____ $ - 0 -

BACKFLOW PREVENTION (27301) (BY PRIVATE CONTRACTOR)
1 1 * TYPE: DCVA $ -0-
_____ * TYPE: _____ $ _____

INSTALLATIONS/REMOVALS ON ACTUAL COST BASIS - DEPOSIT (25703)
SIZE: _____ * TYPE: _____ $ _____

FACILITIES CONNECTION CHARGE (27312)
1 STD 1 *@ $ 3,600. / ea. $ 3,600.
_____ *@ $ _____ / ea. $ _____
_____ *@ $ _____ / ea. $ _____

FRONTAGE CONNECTION CHARGE*
70 LF @ $ 17. / ea. $ 1,190.
_____ LF @ $ _____ / ea. $ _____
_____ LF @ $ _____ / ea. $ _____

OVERSIZING CHARGE (27313)
_____ *@ $ _____ / ea. $ _____
_____ *@ $ _____ / ea. $ _____
_____ *@ $ _____ / ea. $ _____

APPLICATION FEE (41300)
_____ *@ $ _____ / ea. $ _____
_____ *@ $ _____ / ea. $ _____
_____ *@ $ _____ / ea. $ _____

INSPECTION FEE (41301)
1 STD 1 *@ $ 185. / ea. $ 185.
_____ *@ $ _____ / ea. $ _____
_____ *@ $ _____ / ea. $ _____

OTHER CHARGES / CREDITS:
_____ $ _____
_____
_____
_____

SUBTOTAL: $ 5,179.

REGIONAL CONNECTION CHARGE (30601) **ADD ONE:**
BY 01/05/2012 $ 9,610.
BY _____ $ _____
BY _____ $ _____

TOTAL: $ 14,789.00

ACKNOWLEDGEMENT

Developer and Property Owner understand and agree:

1. Water service will be provided in accordance with the Las Vegas Valley Water District Service Rules.
2. All water delivered through a service connection will be metered and billed to the Developer until the Developer requests that the service be shut off. The use of idlers is prohibited. Meters must be installed by the Developers' contractor before any water is drawn through the service connection.
3. In the event of abandonment or cessation of construction, prepaid installation and connection charges may be used by the District to pursue completion of all or part of the project.
4. Location and elevation of service connections to be installed by the District must be identified (staked) by owner prior to installation. The cost of adjustment to location or elevation after installation will be borne by owner.
5. Service connection(s) identified on this application to be installed or removed on an actual cost basis are subject to audit of final cost. If final costs exceed the deposit amount, the property owner promises to pay the difference within 30 days after receipt of notice.
6. Failure to pay any charges when due will subject the property to a lien and/or discontinuance of water service.
7. If box is marked see attached form for special pressure advisement. ☐

Developer:

X _____
Signature

X _____
Print or Type Name and Title

Property Owner:

X _____
Signature

X _____
Print or Type Name and Title

General Comments:
APN: 139-34-499-001

OFFICE USE

Fees Paid By: _____
Customer Will Stake By: _____ M/R # _____
Cross Street: E/O 7th Street
Cross Street: _____
Side of Street: Median P.Z.: 2168
O.S.: 139-34-SW Land Use: 15-499
Main Size / Type / Loc / DWG _____
Service Removal Requested For:
Service No. _____ Meter Size: _____
Service No. _____ Meter Size: _____
Service No. _____ Meter Size: _____
STATUS COMMENTS: _____

***FRONTAGE CONNECTION CHARGE DISTRIBUTION**

23113	$ _____	Refundable
27306	$ _____	Retainable SRM NO. _____
24111	$ _____	_____
24111	$ _____	_____
24111	$ _____	_____
27309	$ 1,190.00	District

CASHIER'S VALIDATION

WHITE-DEVELOPMENT SERVICES YELLOW-CUSTOMER PINK-CASHIER
BLUE COPY-DISTRIBUTION GREEN COPY-METER SERVICES WHITE COPY-INSPECTION
WHITE COPY-ACCOUNTING WHITE COPY-ENGINEERING SERVICES WHITE COPY-WATER QUALITY
LVVWD Form # 01109 (Rev. 12/07)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the ratification of Karen Coyne as the Chief Officer of Public Safety ($150,000 + benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000 + benefits
Funding Source: General Fund
Dept./Division: City Manager

PURPOSE/BACKGROUND:
Karen Coyne has served as the Director of Detention and Enforcement since April 26, 2006.

RECOMMENDATION:
Approve and ratify the appointment of Karen Coyne to the position of Chief Officer of Public Safety

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the ratification of Candace Falder as Director of Finance and Business Services

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source: General Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
Candace Falder is currently serving as Deputy Director of Finance and Business. Ms. Falder was hired in March 1998 as a Budget Manager and was promoted to Deputy Director in September 2005. Before joining the City of Las Vegas, Ms. Falder was the Cost Accounting Manager for Bechtel. Ms. Falder earned her Bachelor's Degree in Accounting from UNLV and is a Certified Public Accountant.

RECOMMENDATION:
Approve and ratify the appointment of Candace Falder to the position of Director of Finance and Business Services

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Discussion and possible action regarding a Real Property Purchase and Sale Agreement between ARPM Realty, Inc., and the City of Las Vegas for the purchase of approximately 4.08 acres of land located at 2400 North Tenaya Way within the Las Vegas Technology Center (APN 138-15-810-009 and 010 - Ward 1 (Tarkanian) [NOTE: This item is related to Council Item 45 (R-2-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas owns the real property located at 2400 North Tenaya Way, Las Vegas, Nevada. ARPM Realty, Inc. is the existing Tenant under the ground leases dated January 29, 1986 and February 18, 1987 between the City of Las Vegas and L.V. Tech Center Limited Partnership. ARPM Realty, Inc. proposes to purchase the two land parcels totaling approximately 4.08 acres from the city for $1,025,000 (equal to high appraised value) for which the lease hold interest is located. The purpose of this Purchase and Sale Agreement is to set forth the terms by which ARPM will purchase the property from the City.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Real Property Purchase and Sale Agreement
2. Public Purpose/Impact Analysis

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this _____day of _____, 2011 ("*Effective Date*"), by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("*Seller*"), and ARPM Realty, Incorporated, a Nevada corporation ("*Purchaser*"). Seller and Purchaser individually or collectively are referred to herein as the "*Party*" or "*Parties.*"

WITNESSETH

WHEREAS, Seller owns two parcels of land located within the Las Vegas Technology Center, commonly known as 2400 North Tenaya Way, Las Vegas, Nevada also identified as Assessor's Parcel Number(s): 138-15-810-009 and 138-15-810-010 (the "*Property*");

WHEREAS, the Property is designated as "not a part" of the "Las Vegas Technology Center Declaration of Covenants, Conditions and Restrictions" and all subsequent Amendments therein (CC&R's) as recorded with the Clark County Recorder;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase, the Property from the Seller;

WHEREAS, the Property is subject to the Ground Leases (hereinafter defined) and Purchaser is the current owner by assignment of the tenant's interest in the Ground Leases;

WHEREAS, Purchaser is currently occupying the Property and is the owner of all improvements on the Property; and

WHEREAS, the Parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Property.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*Cash Balance Due*" has the meaning set forth in Section 5.2.

"*City*" means the City of Las Vegas, Nevada, a political subdivision of the State of Nevada.

"*Close of Escrow*" means the time when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 9.5.

"*Closing Date*" has the meaning set forth in Section 10.1.

"*Deed*" has the meaning set forth in Section 9.3(a)(i).

"*Earnest Money Deposit*" has the meaning set forth in Section 5.1.

"*Effective Date*" has the meaning set forth in the first paragraph of this Agreement.

"*Escrow Agent*" has the meaning set forth in Section 9.1.

"*Ground Leases*" means those certain ground leases dated January 29, 1986 and February 18, 1987, between the CITY, as landlord, and L.V. Tech Center Limited Partnership, a Nevada limited partnership, as tenant.

"*Ground Leases Termination Agreement*" means that certain agreement in the form of Exhibit "F" attached hereto terminating the Ground Leases.

"*Indemnitor*" has the meaning set forth in Section 8.

"*Information Return*" has the meaning set forth in Section 9.5(d).

"*Non-Foreign Transferor Declaration*" has the meaning set forth in Section 9.3(a)(iii).

"*Party*" has the meaning set forth in the preamble to this Agreement.

"*Parties*" has the meaning set forth in the preamble to this Agreement.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Purchase Price*" has the meaning set forth in Section 4.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Property*" has the meaning set forth in the first Recital of this Agreement.

"*Title Policy*" has the meaning set forth in Section 12.

2. THE PROPERTY. The Property consists of approximately 4.08 acres of land, identified as APN(s): 138-15-810-009 and 138-15-810- 010, and is generally depicted in Exhibit "A" and is legally described in "Exhibit B", both of which are attached hereto.

3. PARTIES TO THE AGREEMENT

3.1 Seller. The office of Seller is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. Seller shall have no right to assign its interest under this Agreement.

3.2 Purchaser. Purchaser is ARPM Realty, Incorporated, a Nevada corporation. Purchaser's principal office is located at 2680 South Jones Boulevard, Suite 1, Las Vegas, Nevada 89146. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Purchaser warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including partners or members, of Purchaser, as well as all persons and entities holding more than one percent (1%) interest in Purchaser or any principal, partner or member of Purchaser (excluding primary, secondary or high yield financiers). Purchaser shall provide CITY with written notification of any material change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Purchaser are of particular concern to the City, and it is because of such qualifications and identity that CITY has entered into this Agreement with Purchaser. Purchaser and CITY agree that:

(a) No voluntary or involuntary successor in interest of Purchaser shall acquire any rights or powers under this Agreement.

(b) Purchaser shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CITY, which approval may be withheld at CITY's sole discretion. Purchaser agrees that a transfer of the equity interests in Purchaser shall constitute a transfer or assignment of Purchaser's interest in this Agreement.

This Agreement may be terminated by CITY if there is any change (voluntary or involuntary) in the membership, management or control of Purchaser except as expressly provided herein.

4. ACQUISITION OF THE PROPERTY AND PURCHASE PRICE. CITY agrees to sell, and Purchaser agrees to purchase, the Property on the terms and conditions provided herein. The purchase price for the Property is One Million Twenty-Five Thousand Dollars ($1,025,000.00) (the "Purchase Price") (which is equal to high appraised value in leased fee interest per Kent Appraisal Services File No. 119-10-ZH dated September 28, 2010), less any customary prorations and, if applicable, any credits or adjustments in favor of Purchaser and required by this Agreement, and is payable at the Close of Escrow in accordance with the provisions of Section 5 (the "*Purchase Price*").

5. PAYMENT OF THE PURCHASE PRICE. The Purchase Price shall be paid as follows:

5.1 Earnest Money Deposit. Within ten (10) calendar days of the effective date of this Agreement, Purchaser shall deliver to the Escrow Agent a deposit (the "*Earnest Money Deposit*") in the amount of Fifty-One Thousand Two Hundred Fifty Dollars ($51,250.00). The Earnest Money, along with all earnings thereon, shall be paid to Seller at the Close of Escrow. Any interest that is earned on the Earnest Money Deposit shall be for the benefit of Purchaser and applied in payment of the Purchase Price.

5.2 Cash Balance Due. Upon the Close of Escrow, Purchaser shall pay into Escrow an amount equal to the Purchase Price less the Earnest Money Deposit and all earnings thereon, plus Purchaser's closing expenses as set forth in Section 9.2 below (the "*Cash Balance Due*").

6. GROUND LEASES

6.1 Ground Leases. The Property is subject to the Ground Leases. The Parties agree that at the Close of Escrow the Parties shall enter into the Ground Lease Termination Agreement which will terminate the Ground Leases and release the landlords and tenants thereunder from any liability or obligations under the Ground Leases.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CITY's Representations. CITY represents and warrants that as of the date hereof and the date of the Close of Escrow:

(a) CITY has all requisite power and authority to enter into and perform its obligations under this Agreement and the Declaration.

(b) By proper action of CITY, CITY's signatories have been duly authorized to execute and deliver this Agreement.

(c) The execution of this Agreement or the Declaration by CITY does not violate any provision of any other agreement to which CITY is a party.

(d) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CITY are necessary in connection with the execution of this Agreement or the Declaration by CITY or with the performance by CITY of its obligations hereunder or under any of the attached exhibits.

(e) There are no leases, encumbrances or options to lease or purchase affecting the Property except for the Ground Leases.

(f) To CITY's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Property.

(g) To CITY's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Property or against CITY which would inhibit CITY's ability to perform its obligations under this Agreement or the Declaration.

(h) To CITY's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Property.

(i) To CITY's actual knowledge, the execution, delivery and performance of this Agreement and the Declaration by CITY will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CITY or the Property; or (ii) result in any lien, charge or encumbrance of any nature on the Property other than as permitted by this Agreement.

(j) To CITY's actual knowledge there are no defaults of either of the respective landlords and tenants under the Ground Leases.

7.2 Purchaser's Representations. Purchaser represents and warrants to CITY that as of the date hereof and the date of Close of Escrow:

(a) Purchaser is a corporation duly organized and existing under the laws of the State of Nevada.

(b) Purchaser has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement and the Declaration.

(c) By proper action of Purchaser, Purchaser's signatories have been duly authorized to execute and deliver this Agreement and the Declaration.

(d) The execution of this Agreement by Purchaser does not violate any provision of any other agreement to which Purchaser is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Purchaser are necessary in connection with the execution of this Agreement by Purchaser or with the performance by Purchaser of its obligations hereunder or the Declaration.

(f) Neither Purchaser nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Purchaser's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-

governmental authority against Purchaser which would inhibit Purchaser's ability to perform its obligations under this Agreement.

(h) To CITY's actual knowledge there are no defaults of either of the respective landlords or tenants under the Ground Leases.

8. BROKERS. Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby. Purchaser and Seller acknowledge that Purchaser is a licensed real estate broker and is representing itself in connection with this transaction. Purchaser acknowledges and agrees that Purchaser is not entitled to any commission in connection with this transaction.

9. ESCROW

9.1 Escrow and Escrow Instructions. The parties have opened escrow number 287446 DM with National Title Company, ("*Title Company*"), Debbie Miller, Branch Manager, 7251 West Lake Mead Suite 350, Las Vegas Nevada, 89128 as escrow agent ("*Escrow Agent*"). This Agreement constitutes the joint escrow instructions of CITY and Purchaser, and a fully executed copy of the Agreement shall be delivered to Escrow Agent upon the opening of escrow. CITY and Purchaser shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to CITY and to Purchaser after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 Purchaser's Escrow Deposits.

(a) Not later than one (1) business day prior to the Close of Escrow, Purchaser shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in an amount equal to the Cash Balance Due plus any prorations due from Purchaser pursuant to Section 13 below;

(ii) two (2) original copies of the Ground Leases Termination Agreement duly executed and acknowledged by Purchaser; and

(iii) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Purchaser shall deposit into Escrow the following fees, charges and costs after Escrow Agent has notified Purchaser of the amount of such fees, charges and costs, but not earlier than one business day prior to the scheduled date for the Close of Escrow:

(i) one-half (1/2) of the premium and costs for the CLTA portion of the Title Policy;

(ii) all of the ALTA portion of the Title Policy and for any special endorsements to be paid by Purchaser as set forth in Section 12 below;

(iii) all of the state, county or city documentary transfer tax; (Real Property Transfer Tax R.P.T.T);

(iv) one-half (1/2) of the escrow fees;

(v) one half (1/2) of the total appraisal fees;

(vi) one half (1/2) of the miscellaneous escrow fees (not to exceed $100.00);

(vii) all of the recording fees;

(viii) all final inspection fees;

9.3 CITY's Escrow Deposits.

(a) Not later than one business day prior to the Close of Escrow, CITY will deposit with Escrow Agent the following:

(i) the Deed duly executed and acknowledged by CITY in the form attached hereto as Exhibit "D";

(ii) two (2) original copies of the Ground Leases Termination Agreement duly executed and acknowledged by CITY;

(iii) a non-foreign transferor declaration in customary form (the "*Non-Foreign Transferor Declaration*") duly executed by CITY; and

(iv) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) CITY shall be charged with the following fees, charges and costs after Escrow Agent has notified CITY of the amount of such fees, charges and costs, which shall be deducted from CITY's proceeds at the Close of Escrow:

(i) one-half (1/2) of the premium and costs for the CLTA portion of Title Policy;

(ii) one-half (1/2) of the total appraisal fees;

(iii) one-half (1/2) of the escrow fees;

(iv) one-half (1/2) of the miscellaneous escrow fees (not to exceed $100.00); any prorations due from CITY pursuant to Section 13 below.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to:

(a) Record the Deed.

(b) Deliver to CITY by wire transfer or intrabank transfer funds in an amount equal to the Purchase Price and CITY's closing costs in accordance with Section 9.3(b) above.

(c) Deliver to Purchaser the Title Policy.

(d) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "*Information Return*") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CITY: (i) a copy of the Deed as recorded, (ii) an original of the Ground Leases Termination Agreement and (iii) plain copies of the real property transfer declaration; and

(b) to Purchaser: (i) the original of the Deed as recorded; (ii) plain copies of the real property transfer declaration, (ii) an original of the Ground Leases Termination Agreement and (iii) the original of the Non-Foreign Transferor Declaration.

9.7 Funds. All funds received in Escrow shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check of Escrow Agent. All adjustments shall be made on the

basis of a thirty (30) day month. Any interest that is earned on funds deposited by Purchaser under this Agreement shall be for the benefit of Purchaser and applied to the Purchase Price.

9.8 Escrow Cancellation. If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed in writing by both CITY and Purchaser or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CITY or Purchaser to the respective rights and remedies granted to them pursuant to Section 16 below.

9.9 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both CITY and Purchaser. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CITY or Purchaser shall be directed to the addresses and in the manner established in Section 17.5 below for notices, demands and communications between CITY and Purchaser.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 13 of this Agreement.

10. CLOSE OF ESCROW, CONVEYANCE OF TITLE

10.1 Closing Date. Provided that Purchaser and CITY are not in default under this Agreement and all conditions precedent to the Close of Escrow have occurred, the Close of Escrow *shall occur* on or prior to February 25, 2011 (the "*Closing Date*").

10.2 Conditions to Purchaser's Obligation to Close. Notwithstanding any other provision of this Agreement, Purchaser's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by Purchaser of each of the conditions precedent described below, which are solely for the benefit of Purchaser and which shall be fulfilled or waived prior to the Close of Escrow:

(a) CITY shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CITY having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CITY as required herein; and

(b) Escrow Agent is prepared to issue the Title Policy as required herein.

10.3 Conditions to CITY's Obligation to Close. Notwithstanding any other provision of this Agreement, CITY's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by CITY of each of the conditions precedent described below, which are solely for the benefit of CITY and which shall be fulfilled or waived prior to the Close of Escrow:

(a) Purchaser shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Purchaser having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Purchaser as required herein.

10.4 Possession. Purchaser acknowledges they are in possession of the Property.

11. CONDITION OF TITLE. CITY shall convey to Purchaser fee simple title subject to those exceptions and matters shown on the Preliminary Title Report issued by National Title Company as set forth on Exhibit "E" attached hereto.

12. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of closing, Escrow Agent and any required co-insurer shall provide and deliver to Purchaser a title insurance policy in the amount of the Purchase Price issued by Escrow Agent insuring that title is vested in Purchaser and/or its assignee in the condition required by Section 10.4 of this Agreement (the "*Title Policy*"). CITY shall only be required to pay the CLTA portion of the title insurance and Purchaser shall pay the cost of the ALTA portion of the Title Policy and the cost of any special endorsements.

13. PRORATIONS. All rent due under the Ground Leases shall be prorated as of the close of Escrow. No other income or expenses shall be prorated between the Parties and all expenses shall be borne by Purchaser pursuant to the Ground Leases.

14. FEASIBILITY REVIEW; AS-IS SALE

14.1 Feasibility Review. Purchaser agrees and acknowledges that Purchaser has had completed a full and complete due diligence investigation of the Property and the feasibility of the development and operation of the Property, including, without limitation, any and all physical investigations of the Property as required by Purchaser. Purchaser acknowledges that it has had full and complete access to the Property at all times as required by Purchaser and has received the full and complete cooperation of CITY.

14.2 As Is Nature of Transaction. Purchaser acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Purchaser in an "as is" condition with, if any, all faults and defects. Purchaser acknowledges that it is currently in possession of the Property and is the owner of all improvements located on the Property and that it is knowledgeable in all respects as to the condition and operation of the Property and all such improvements. CITY makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Property and/or such improvements or any of such related matters; in particular, but without limitation, CITY makes no representations or

warranties with respect to the use, condition, title, occupation or management of the Property and/or such improvements, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property and/or such improvements. Purchaser acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. Purchaser agrees that CITY is making no representations or warranties regarding the environmental conditions or any other condition of the Property and/or such improvements.

15. CONVEYANCE FREE OF POSSESSION. Except for the tenants currently in possession of the Property pursuant to the ground Leases, the Property shall be conveyed free of any possession or right of possession by any other person or entity except subject to the title matters set forth in Section 10.4 above.

16. DEFAULT AND REMEDIES

16.1 Purchaser Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Purchaser event of default hereunder:

(a) The failure by Purchaser to timely deliver (i) the Earnest Money Deposit as required by Section 5.1; (ii) the Cash Balance Due; or (iii) the deposits as required by Sections 9.2 and 9.4 above, unless such failure is as a result of the failure to be satisfied of one or more of Purchaser's conditions precedent to the Close of Escrow set forth in Section 10.2 above;

(b) The filing of a petition or the institution of proceedings of, by, or against Purchaser pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Purchaser's making a general assignment for the benefit of its creditors or the entering by Purchaser into any compromise or arrangement with its creditors generally; or Purchaser's becoming insolvent in the sense that Purchaser is unable to pay its debts as they mature or in the sense that Purchaser's debts exceed the fair market value of Purchaser's assets;

(c) Except for defaults pursuant to Section 16.1(a) above, the failure of Purchaser to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Purchaser within the relevant cure period set forth below. Purchaser shall cure any monetary default within five (5) business days after receipt of written notice from CITY. Purchaser shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CITY; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then

Purchaser shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend the Closing Date and Purchaser's obligation to close the purchase of the Property by the Closing Date; or

(d) Any of Purchaser's representations and warranties set forth in Section 7.2 above to be untrue in any material way as of the Closing Date.

16.2 CITY'S REMEDY. IN THE EVENT (A) THIS AGREEMENT IS TERMINATED PURSUANT TO SECTIONS 3.3 OR 9.8 OF THIS AGREEMENT; OR (B) AN EVENT OF DEFAULT BY PURCHASER HAS OCCURRED PURSUANT TO SECTION 16.1 ABOVE, CITY MAY, BY WRITTEN NOTICE TO PURCHASER AND ESCROW AGENT, TERMINATE THIS AGREEMENT AND RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS CITY'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CITY AND PURCHASER THAT CITY'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY PURCHASER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:
CITY: _____
PURCHASER: _____

16.3 CITY's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CITY event of default hereunder:

(a) the failure of CITY to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CITY's conditions precedent to the Close of Escrow set forth in Section 10.3 above; or

(b) any of CITY's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

16.4 Purchaser's Remedies. In the event of a default by CITY prior to the Close of Escrow, Purchaser's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination CITY shall have no liability or obligation hereunder in which case (i) the Escrow Agent shall pay to Purchaser the Earnest Money Deposit within ten (10) days of such termination; and (ii) CITY shall have no liability whatsoever to Purchaser, including, without limitation, any liability for Purchaser's costs and expenses incurred in connection with its undertakings under this Agreement; or

(c) to demand specific performance of CITY's obligations under this Agreement without an abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CITY for damages resulting from CITY's event of default.

17. MISCELLANEOUS PROVISIONS

17.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

17.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

17.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

17.4 Non-Liability of City Officials and Employees. No official or employee of CITY or the City shall be personally liable to Purchaser for any default or breach by CITY, for any amount which may become due to Purchaser or for any obligation of CITY under the terms of this Agreement.

17.5 Notices. Formal notices, demands and communications between Purchaser and Seller shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of Purchaser and Seller as set forth in this Section 17. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the Purchaser:
ARPM Realty, Inc.
Attn: Susan Ackerman
2680 S. Jones Blvd., Suite 1
Las Vegas, NV 89146

If to the Seller:
City of Las Vegas
Attn: William Arent
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

If to Escrow Agent:
National Title Company
Attn: Debbie Miller
7251 West Lake Mead, Suite 350
Las Vegas, Nevada 89128

17.6 Entire Agreement, Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit "A" through Exhibit "F", inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All amendments hereto must be in writing and signed by the appropriate authorities of CITY and Purchaser.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CITY and Purchaser and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

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

17.8 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

17.9 Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

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

17.11 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

17.12 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

17.13 Construction. The Parties acknowledge that each Party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[SIGNATURES ON THE NEXT PAGE]

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

SELLER

CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman
Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

Miller Nicholas ESQ
_____
Date 1-11-11

PURCHASER

ARPM REALTY INCORPORATED, a Nevada corporation

By: _____
Susan Ackerman
President

LIST OF EXHIBITS

EXHIBIT "A"	PROPERTY DEPICTION
EXHIBIT "B"	LEGAL DESCRIPTION
EXHIBIT "C"	PRINCIPAL DISCLOSURES
EXHIBIT "D"	GRANT DEED
EXHIBIT "E"	TITLE REPORT
EXHIBIT "F"	GROUND LEASES TERMINATION AGREEMENT

EXHIBIT "A"

SITE MAP

2400 N. Tenaya Way

Legend

2400 N. Tenaya

0 50 100 200 Feet

N

W E

S

This map is a graphic representation of an area.
It is not guaranteed to be accurate.
This map is only for planning purposes.

4/30/10

EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL I:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF SAID SOUTHEAST QUARTER (SE ¼); THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°39'29" WEST, 187.27 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°41'34", AN ARC DISTANCE OF 39.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°02'05" EAST, 420.14 FEET; THENCE SOUTH 89°39'29" EAST, 211.83 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'17" WEST, 445.01 FEET; THENCE SOUTH 89°39'29" EAST, 188.17 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET; THENCE NORTH 89°39'29" WEST, 188.17 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "C"
CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name AAPM Realty Inc.
Address 2680 S. Jones Blvd #1 LV NV 89146
Telephone (702) 597-0222
EIN or DUNS 26-1632849

Block 2 Description
Real Property Purchase and Sale Agreement Ground Lease Termination

Block 3 Type of Business					
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Other

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Susan Ackerman / Pres.	2680 S Jones Blvd #1	(702) 597-0222
2.	Sasha Ackerman	2400 N Tenaya Rd	(702) 982-8800
3.			
4.			
5.			
6.			
7.			

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.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROXANA FIERRO
Appt. No. 08-10220-1
My Appt. Expires Aug. 28, 2014

Name

Date 1/13/2011

Subscribed and sworn to before me this 13 day of January, 2011

Notary Public

EXHIBIT "D"

APN No(s): 138-15-810-009 and 138-15-810-010

WHEN RECORDED MAIL TO:

_____

_____

_____

Attention:_____

MAIL TAX STATEMENTS TO:

_____

_____

_____

Attention:_____

GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("*Grantor*"), does hereby grant, bargain, sell and convey to ARPM, Realty, Incorporated, a Nevada corporation ("*Grantee*") all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 2011.

Signature on the next page.]

GRANTOR:

CITY OF LAS VEGAS NEVADA

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2011 by Oscar B. Goodman as Mayor of the City of Las Vegas Nevada.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, in and for said
County and State

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF SAID SOUTHEAST QUARTER (SE ¼); THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°39'29" WEST, 187.27 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°41'34", AN ARC DISTANCE OF 39.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°02'05" EAST, 420.14 FEET; THENCE SOUTH 89°39'29" EAST, 211.83 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'17" WEST, 445.01 FEET; THENCE SOUTH 89°39'29" EAST, 188.17 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET; THENCE NORTH 89°39'29" WEST, 188.17 FEET TO THE TRUE POINT OF BEGINNING.

Preliminary Title Report – Front Page

EXHIBIT "E"

TITLE OFFICE LOCATION
7251 West Lake Mead,
Las Vegas, Nevada 89128
Telephone (702) 873-7020 - Fax (702) 873-2223

1st Amended
PRELIMINARY TITLE REPORT

When replying please contact:

Debbie Miller
Sr. Escrow Officer
7251 W Lake Mead #350
Las Vegas, NV 89128
702-873-7020
702-499-3544 Cell
702-967-3508 Fax
mailto:debbie@nationaltitlecompany.com

Our Order No.: 287446

PROPOSED PURCHASER/BORROWER:

ARPM Realty

Your Order No.:

Today's Date: December 17, 2010

In response to the above referenced application for a policy of title insurance, National Title Co and First American Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed Exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the Policy forms should be read. They are available from the office which issued this Preliminary Title Report.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of: December 10, 2010 at 8:00 a.m.

PROPERTY ADDRESS:

2400 N Tenaya Way
Las Vegas, Nevada 89128

Teri St. Pierre
Title Officer

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

Title to said estate or interest is vested in:

City of Las Vegas

The land referred to herein is situated in the County of Clark, State of Nevada described as follows:

See Attached Legal Description

Exhibit A
LEGAL DESCRIPTION

File Number: 287446

Parcel One (1):

That portion of the of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section 15, Township 20 South, Range 60 East, M.D.M., described as follows:

Commencing at the Southwest corner of said Southeast Quarter (SE ¼); thence south 89°39'29" East, along the South line thereof, 252.17 feet; thence North 00°00'17" West, 50.00 feet to the True Point of Beginning; thence North 89°39'29" West 187.27 feet to a point of tangency with a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly along said curve, through a central angle of 89°41'34", an arc distance of 39.14 feet to a point of tangency; thence North 00°02'05" East , 420.14 feet; thence South 89°39'29" East 211.83 feet; thence South 00°00'17" East, 445.01 feet to the True Point of Beginning.

Parcel Two (2):

That portion of the of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section 15, Township 20 South, Range 60 East, M.D.M., described as follows:

Commencing at the of the Southwest corner of the se of Section 15; thence South 89°39'29" East, along the South line thereof, 252.17 feet; thence North 00°00'17" West, 50.00 feet to the True Point of Beginning; thence continuing North 00°00'17" West, 445.01 feet; thence South 89°39'29" East, 188.17 feet; thence South 00°00'17" East, 445.04 feet; thence North 89°39'29" West, 188.17 feet to the True Point of Beginning.

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in a Policy of Title Insurance are as follows:

1. Taxes for the fiscal year 2010-2011:
   Parcel No. : 138-15-810-009
   District : 200

First installment due on or before August 16, 2010:	$6,965.71	PAID
Second installment due on or before October 4, 2010:	$6,965.72	PAID
Third installment due on or before January 3, 2011:	$6,965.72	NOT YET DUE
Fourth installment due on or before March 7, 2011:	$6,965.72	NOT YET DUE
Total amount due:	$27,862.87	

2. Taxes for the fiscal year 2010-2011:
   Parcel No. : 138-15-810-010
   District : 200

First installment due on or before August 16, 2010:	$3,918.81	PAID
Second installment due on or before October 4, 2010:	$3,918.80	PAID
Third installment due on or before January 3, 2011:	$3,918.80	NOT YET DUE
Fourth installment due on or before March 7, 2011:	$3,918.80	NOT YET DUE
Total amount due:	$15,675.21	

3. The lien of supplement taxes, that may be due, but not assessed, for new construction by the Clark County Assessor per N.R.S. 361.260.

4. Any taxes that may be due, but not assessed as provided under SB509 Section 28, which amends Section 5 of Chapter 20, Statutes of Nevada 2005.

5. Water Rights, Claims or Title to water, whether or not shown by the public records.

6. Mineral rights, reservations and exclusions contained in the Patent from the United States of America
   Recorded: January 8, 1986
   Document No.: 00613 Book No.: 860108
   Official Records, Clark County, Nevada.

7. Mineral rights, reservations and exclusions contained in the Patent from the United States of America
   Recorded: January 21, 1986
   Document No.: 00596 Book No.: 860121
   Official Records, Clark County, Nevada.

8. A Right of Way and Easement over, under, upon and across a portion of said land
   Granted To: Las Vegas Valley Water District
   For: Construction, operation, maintenance, repair, renewal, reconstruction and removal of pipelines for conducting water with the right of ingress and egress and incidental purposes
   Recorded: july 31, 1986
   Document No.: 00681 Book No.: 860731
   Official Records, Clark County, Nevada.

9. Covenants, Conditions and Restrictions (but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604 (C), of United States Codes) as set forth in the document
Recorded: June 13, 1988
Document No.: 00392 Book No.: 860613
Official Records, Clark County, Nevada.

Amendment to covenants conditions and restrictions
Recorded: May 12, 1989
Document No.: 00681 Book No.: 890512
Official Records, Clark County, Nevada.

Amendment to covenants conditions and restrictions
Recorded: January 9, 1991
Document No.: 00470 Book No.: 910109
Official Records, Clark County, Nevada.

10. Dedications and Easements as indicated or delineated on Parcel Map on file in File 50 of Parcel Maps, Page 41, Official Records.

11. Dedications and Easements as indicated or delineated on Parcel Map on file in File 54 of Parcel Maps, Page 60, Official Records.

12. A Right of Way and Easement over, under, upon and across a portion of said land
Granted To: Central Telephone Company
For: power and communication purposes and incidental purposes
Recorded: November 15, 1989
Document No.: 00719 Book No.: 891115
Official Records, Clark County, Nevada.

13. Dedications and Easements as indicated or delineated on the Subdivision Map on file in Book 38 of Plats, Page 91, Official Records.

14. Terms and provisions of the unrecorded leases, or a memorandum thereof
Dated: January 29, 1986 and February 18, 1987
Lessor: City of Las Vegas
Lessee: Lockhead Federal Credit Union
Assignee: ARPM Realty, Inc.
Disclosed by: Consent to Assignment of Ground Leases
Recorded: May 21, 2010 in Book 20100521
Document No.: 03836, Official Records.

Terms, covenants, conditions and provisions contained in an Instrument entitled "Consent to Assignment of Ground Leases"
Recorded: May 21, 2010
Document No.: 03836 Book No.: 20100521
Official Records, Clark County, Nevada.

15. The Company requires a satisfactory statement from the Lessor and Lessee that:

a) There are no unrecorded amendments, modifications, or transfers affecting the lease which have not been disclosed to the Company.
b) The lease is current and not in default and there is no breach of any terms of the lease.
c) The current transaction is authorized by the Lessor.

16. The Company requires satisfactory evidence of the termination and surrender of possession of the lease. At that time, the Company may make additional requirements or exceptions.

17. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties, or by an inspection of said land.

18. A Corporate Resolution from ARPM Realty, Inc. authorizing the proposed transaction will be required prior to the Close of Escrow.

19. The requirement that proof is furnished to the satisfaction of the Company, as to the authority of those executing the proposed documents on behalf of the City of Las Vegas.

20. An inspection will be required prior to close of escrow. Additional exceptions may be added due to any facts, rights, interests or claims which are not shown by the public records, but which may be ascertained by the inspection of said premises or by making inquiry of persons in possession thereof.

Should the inspection of the real property disclose any work of improvement in progress, Mechanic's Lien Insurance will be deleted from coverage in our policy when issued, unless prior approval to commence work has been obtained.

END OF EXCEPTIONS

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of National Title Co and **First American Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NATIONAL TITLE CO.

7251 W. Lake Mead Ste 350
Las Vegas, NV 89128
Phone (702) 873-7020 • Fax (702) 873-2223

Date:

Escrow Number: 287446

WIRING INSTRUCTIONS:

Bank of Nevada
(702) 252-6178
7251 West Lake Mead Blvd., Ste 208
Las Vegas, Nevada 89128
ABA # 122401778

Final Credit To:
NATIONAL TITLE CO. – Escrow Trust Account
ESCROW ACCOUNT # 7501148104

PLEASE REFERENCE:

File Number:	287446
Escrow Officer:	Debbie Miller
Property Address:	2400 N Tenaya Way Las Vegas, Nevada 89128
Buyer/Borrower:	ARPM Realty

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11x17 ORIGINAL

0 50 100 200 400 600 800

AVERAGE OA VALUE 45

ASSESSOR'S PARCELS - CLARK CO., NV.

W. W. Schofield, Assessor

MAP LEGEND

- PARCEL BOUNDARY
- SUBD BOUNDARY
- ROAD EASEMENT
- PM/LD BOUNDARY
- NON-PARCEL LOT LINE
- MATCH LINE / LEADER LINE
- 555 ROAD ID NUMBER
- 061 1.00 PARCEL NUMBER ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PLAT RECORDING NUMBER
- BLOCK NUMBER
- LOT NUMBER
- GOV. LOT NUMBER

MAP T20S R60E

	R59E	R60E	R61E
T19S	126	125	124
T20S	137	138	139
T21S	164	163	162

SEC 15

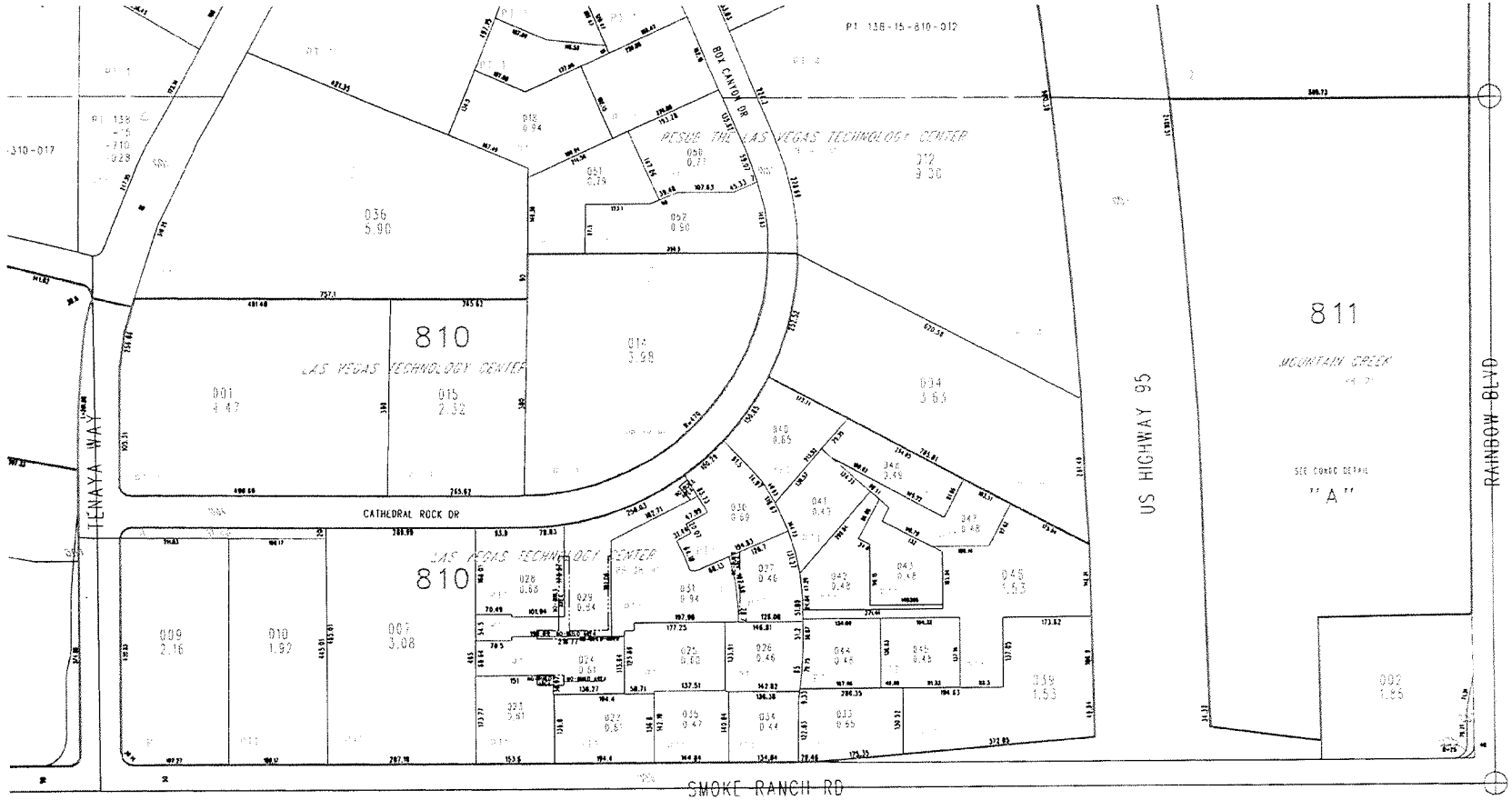
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

SUB S 2 SE 4

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

138-15-8

Scale 1" = 200' Rev: 05/24/05



TAX DIST 200

EXHIBIT "F"

APN No(s): 138-15-810-009 and 138-15-810-010

WHEN RECORDED MAIL TO:

_____

_____

_____

Attention:_____

MAIL TAX STATEMENTS TO:

_____

_____

_____

Attention:_____

GROUND LEASE TERMINATION AGREEMENT

THIS GROUND LEASE TERMINATION AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2011, by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("*Seller*"), and ARPM Realty, Incorporated, a Nevada corporation ("*Buyer*"). Seller and Buyer individually or collectively are referred to herein as the "*Party*" or "*Parties*."

WITNESSETH

WHEREAS, concurrently with the execution of this agreement, Seller has sold and conveyed to Buyer those two parcels of land located within the Las Vegas Technology Center, commonly known as 2400 North Tenaya Way, Las Vegas, Nevada also identified as Assessor's Parcel Number(s): 138-15-810-009 and 138-15-810-010, as more fully described on Exhibit "A" attached to this Agreement and hereby made a part of this Agreement (the "*Property*");

WHEREAS, the Property is subject to the Ground Leases (hereinafter defined);

WHEREAS, in consideration of the sale of the Property to Buyer by Seller, the Parties have agreed to terminate the Ground Leases; and

WHEREAS, the parties have entered into this Agreement in order to effectuate the termination of the Ground Leases.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Ground Leases. As used in this agreement, the term "*Ground Leases*" means both (i) that certain ground lease dated January 29, 1986 between Seller, as landlord and L.V. Tech Center Limited Partnership, a Nevada limited partnership, as tenant and (ii) that certain ground lease dated February 18, 1987 between Seller, as landlord and L.V. Tech Center Limited Partnership, a Nevada limited partnership, as tenant. The Parties acknowledge that Buyer by an assignment of the tenant's interest in the Ground Leases is the current tenant under the Ground Leases.

2. Termination. The Parties hereby mutually agree that effective as of the date of this Agreement and in consideration of the purchase and sale of the Property, the Ground Leases are hereby terminated in all respects and are of no further force and effect.

3. Mutual Release. Each Party ("*Releasing Party*") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which a Releasing Party has against the other Party and the other Party's officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which a Releasing Party has in connection with or relating in any way to or under the Ground Leases.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be

invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

5. Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

6. Captions. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

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

8. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

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

SELLER	BUYER
CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada	ARPM REALTY INCORPORATED, a Nevada corporation
By: _____	By: _____
Name: Oscar B. Goodman Mayor	Name: Susan Ackerman President

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____
Date

ACKNOWLEDGEMENTS

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2011 by Oscar B. Goodman.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2011 by Susan Ackerman.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, in and for said
County and State

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF SAID SOUTHEAST QUARTER (SE ¼); THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°39'29" WEST, 187.27 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°41'34", AN ARC DISTANCE OF 39.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°02'05" EAST, 420.14 FEET; THENCE SOUTH 89°39'29" EAST, 211.83 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

THAT PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER (SW COR.) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE SOUTH 89°39'29" EAST, ALONG THE SOUTH LINE THEREOF, 252.17 FEET; THENCE NORTH 00°00'17" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'17" WEST, 445.01 FEET; THENCE SOUTH 89°39'29" EAST, 188.17 FEET; THENCE SOUTH 00°00'17" EAST, 445.01 FEET; THENCE NORTH 89°39'29" WEST, 188.17 FEET TO THE TRUE POINT OF BEGINNING.

Public Purpose/Impact Analysis

Title of Project: 2400 N. Tenaya Way, Las Vegas Nevada

Project Description: Purchase and Sale of city owned land under a long-term ground lease

Sponsor/Developer: ARPM Realty, Incorporated

Assistance provided by City and or RDA? No

Cite Pertinent Statutes for Public Purpose:

How does project benefit the public? ARPM Realty as the new owners of the Leasehold interest purchased the buildings (subsequent to foreclosure) for $2.7 million dollars which were falling into disrepair; significant improvements have been made to the buildings and aesthetics of the property which fronts the entry to the Las Vegas Technology Center; and now desire to purchase the land (Leased Fee interest) owned by the city. ARPM has opened a second branch of their family-owned business ARPM Realty and Property Management Services within the office building; with the intention of leasing small offices to real estate agents, offer executive suites for lease, and are diligently working to attract a warehouse user that will bring quality jobs to the property and the Las Vegas Technology Center.

Quantitative Economic Benefits:

Quantitative Economic Benefits:

Public investment: N/A

Total direct economic impact: TBD

Total indirect economic impact:TBD

Economic impact study performed (yes/no) No

Sustainable? N/A **Explain (i.e. LEED vs no LEED.**

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Discussion and possible action regarding an Exclusive Negotiation Agreement between the City of Las Vegas and the Nevada Health Centers, Inc., for the development of a medical office building on approximately 2.42 acres in Enterprise Park, located at 1888 Stella Lake Street (APN 139-21-313-016) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Nevada Health Centers, Inc., wishes to study the feasibility of constructing a 25,000 square foot two-story medical office facility and on-site parking on a two-plus acre site in Enterprise Park at 1888 Stella Lake Street for medical and administrative office use.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Exclusive Negotiation Agreement

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("ENA" or "Agreement") is entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a Nevada municipal corporation (hereinafter "City") and Nevada Health Centers, Inc., a Nevada private non-profit community health center (hereinafter "NVHC"), on the terms and provisions set forth below.

RECITALS

WHEREAS, the CITY owns real property located at Stella Lake St. and Mount Mariah Dr., know as APN: 139-21-313-016 and referred to as the "Site" or "Property" for the purposes of this Agreement; and

WHEREAS, the CITY desires the disposition of a two plus acre parcel at the Site for the purpose of economic development; and

WHEREAS, the Developer wishes to acquire the Site for the purpose of the real estate development for the construction of a new community health center serving the needs of the patients in the city of Las Vegas; and

WHEREAS, the CITY and Developer desire to enter into negotiations concerning the Developer's plans for the development of the Site with the intent that at the conclusion of the Negotiation Period, as defined below, an affiliate of developer enter into a "Disposition and Development Agreement ("DDA") for the 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. Medical Office Development

The Developer will agree to study and conduct due diligence (and present, or make available to the Agency for its review and inspection, results of its studies that are not deemed confidential by the Developer) regarding design, cost, operational structure of and constructability of a medical office building on the Site.

B. Deal Terms

The City and the Developer commit to negotiate terms of the land purchase price for the 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 Site, which shall be incorporated into the DDA for the Site.

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 Disposition and Development Agreement for the Site. All terms and conditions of the 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 Site. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding the ownership, development, operation and management of the Site. The terms and provisions of the DDA shall be acceptable to the City and the Developer in its respective sole subjective discretion.

B. Negotiation Period

The duration of this ENA shall be for a term of One Hundred Eighty (180) days, commencing on the full execution of this ENA (hereinafter "Negotiation Period"). The Negotiation Period may be extended for an additional Ninety (90) days ("Extension") in the event that progress towards the finalization of the DDA for the Site is being made. This Extension would require written mutual agreement by the City Council and the authorized representative of the Developer, which shall be executed no later than thirty (30) days prior to the expiration of the initial 180 day term. 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, conceptual plan, and business terms for acquisition of the Site, then this Agreement shall automatically terminate. 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 which will be subject to the Las Vegas 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. Master Plan for Site.

The Developer, at Developer's expense, shall complete and provide to the City, or make available for review and inspection by the City, a master plan consisting of site plans (showing proposed programming) and renderings for development of the Site within four (4) months of the date of this ENA.

ii. Within six (6) months of the date of this ENA, the Developer shall provide to the City, or make available for review by the City, the following:

a) A schedule of performance for the Site;

b) A schedule and scope for design, permitting, construction, and completion of improvements on the Site; and

c) A plan for equity and/or debt financing for the development of the Site.

iii. Developer shall complete all necessary due diligence on the Site prior to the execution of the DDA. This due diligence will be at the Developer's sole expense.

3. Development Concept

A. Completion of Development Program

The negotiations hereunder shall be based on a development program encompassing the entire Site. The development will consist of a medical office development to include sufficient parking and twenty-eight (28) parking spaces for the use of employees and clients of Foundation for an Independent Tomorrow ("FIT" located at 1931 Stella Lake Street, Las Vegas, NV 89106).

B. Developer's Findings, Determinations, Studies and Reports

The Developer shall keep the City reasonably informed of its progress in developing the scope of development. Upon reasonable notice, as requested by the City, Developer agrees to make oral progress reports advising the City on the status of the development plan, all matters and all studies being made by Developer. The work product produced by Developer constitutes the property and assets of Developer.

4. Developer

A. Nature of Developer

Developer is Nevada Health Centers, Inc., a Nevada private non-profit community health center. 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 require the prior written approval of the City. The City recognizes that the DDA shall be entered into by an affiliate of Developer.

B. Office of Developer

The principal office of Developer is:

1802 N. Carson St. # 100
Carson City, NV 89701
Phone: (775) 887-1590x 1114
Attention: Thomas G. Chase

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; such approval shall not be unreasonably withheld.

Pursuant to Resolution R-4-99 adopted by 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 Nevada Health Centers, 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 12 (Notices).

5. Developer's Financial Capacity

A. Financial Ability

Prior to execution of the DDA, Developer shall submit to City satisfactory evidence of its ability to finance and complete the development, if not already provided pursuant to Section 2.C. above.

B. Construction Financing

Developer's proposed method of obtaining construction financing for the development of the development shall be submitted concurrently with Developer's proposed DDA for the Site to City for approval, if not already provided pursuant to Section 2.C. above.

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 Site to City for approval, if not already provided pursuant to Section 2.C. above.

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 Site.

6. Developer's Responsibilities

A. Return of Site to Original Condition

Developer hereby agrees to return the Site to its original condition upon

completion of any investigations requiring access to the Site, as applicable. This includes replacement of any dust palliative which may be disturbed by vehicles and personnel permitted to access the 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 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 Agency, its officers, employees and/or agents.

7. 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 SITE TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF THE SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

8. 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 Agency.

9. Limitations of this ENA

By its execution of this ENA, the City is not committing itself to or agreeing to undertake:

A. The disposition of the 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 Site from the City or to develop anything on the Site.

10. Purchase Price and Earnest Deposit

A. Subject to the requirements of NRS 268.059 to NRS 268.063, the parties agree that the purchase price for the Site is Three Hundred Forty Eight Thousand Four Hundred Eighty Dollars ($348,480).

B. Developer shall make a refundable earnest deposit ("the Deposit") equal to ten percent (10%) of the purchase equaling Thirty Four Thousand Eight Hundred Forty Eight Dollar ($34,848).The Deposit shall be deposited in escrow within ten (10) calendar days of the Effective Date for control of the Site during the ENA and possible DDA negotiation period. In the event Developer does not perform their obligations hereunder and this agreement is terminated pursuant to Section 2(c), the Deposit shall be retained by the City as full and final liquidated damages. In the event Developer performs all of its obligations under this Agreement and Parties do not enter into a DDA or this Agreement is terminated by Developer pursuant to Section 2(c), the Deposit shall be returned to the Developer on the later of twenty (20) days after expiration of the Term or termination of this Agreement (as the case may be) or the date that the City is reasonably satisfied that the Developer has complied with Section 2(c) of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 6(b) above, provided, however, that if the City does not notify Developer with twenty (20) days after expiration of the Term or termination of this Agreement (as the case may be) of any unsatisfied obligations pursuant to Section 2(c), the City shall refund the Deposit in full. In the event the Parties enter into a DDA, the Deposit shall be applied to any deposits required by the DDA and shall be nonrefundable except in the event of default by the City.

11. 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 Agency, 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.

12. 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:

Nevada Health Centers, Inc.
1802 N. Carson St. # 100
Carson City, NV 89701
Phone: (775) 887-1590x 1114
Attention: Thomas G. Chase

If to City:

William Arent
Director
Office of Business Development
City of Las Vegas
400 Stewart Avenue, Second Floor
Las Vegas, 89101

And

Brad Jerbic
City Attorney
City of Las Vegas
400 Stewart Avenue
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, MMC
City Clerk

APPROVED AS TO FORM:

D. Pandelli 1/13/11
Deputy City Attorney Date

Nevada Health Centers, Inc.
A Nevada private non-profit

By:

By_____
"Developer" Date

EXHIBIT "A"

Legal Description

BEING A PORTION OF LOT 6 OF THAT SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MOUNT MARIAH DRIVE AND STELLA LAKE STREET, AS SHOWN ON SAID "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK"; THENCE SOUTH 89°43'00" EAST, ALONG THE CENTERLINE OF SAID MOUNT MARIAH DRIVE, 458.71 FEET; THENCE SOUTH 00°17'00" WEST, DEPARTING SAID CENTERLINE, 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MOUNT MARIAH DRIVE, SAME BEING **THE POINT OF BEGINNING**;

THENCE, SOUTH 00°17'00" WEST, 240.00 FEET; THENCE NORTH 89°43'00" WEST PARALLEL WITH THE CENTERLINE OF SAID MOUNT MARIAH DRIVE, 450.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STELLA LAKE STREET; THENCE NORTH 05°21'06" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 222.64 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY 29.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°55'54" TO A POINT ON THE SOUTHERLY LINE OF SAID MOUNT MARIAH DRIVE; THENCE SOUTH 89°43'00" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 410.99 FEET TO **THE POINT OF BEGINNING**.

LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)

CONTAINING 2.42 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
SOUTH 89°43'00" EAST, BEING THE BEARING OF THE CENTERLINE OF MOUNT MARIAH DRIVE, AS SHOWN ON THAT SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 54,

END OF DESCRIPTION.

EXHIBIT "B"
Site Map

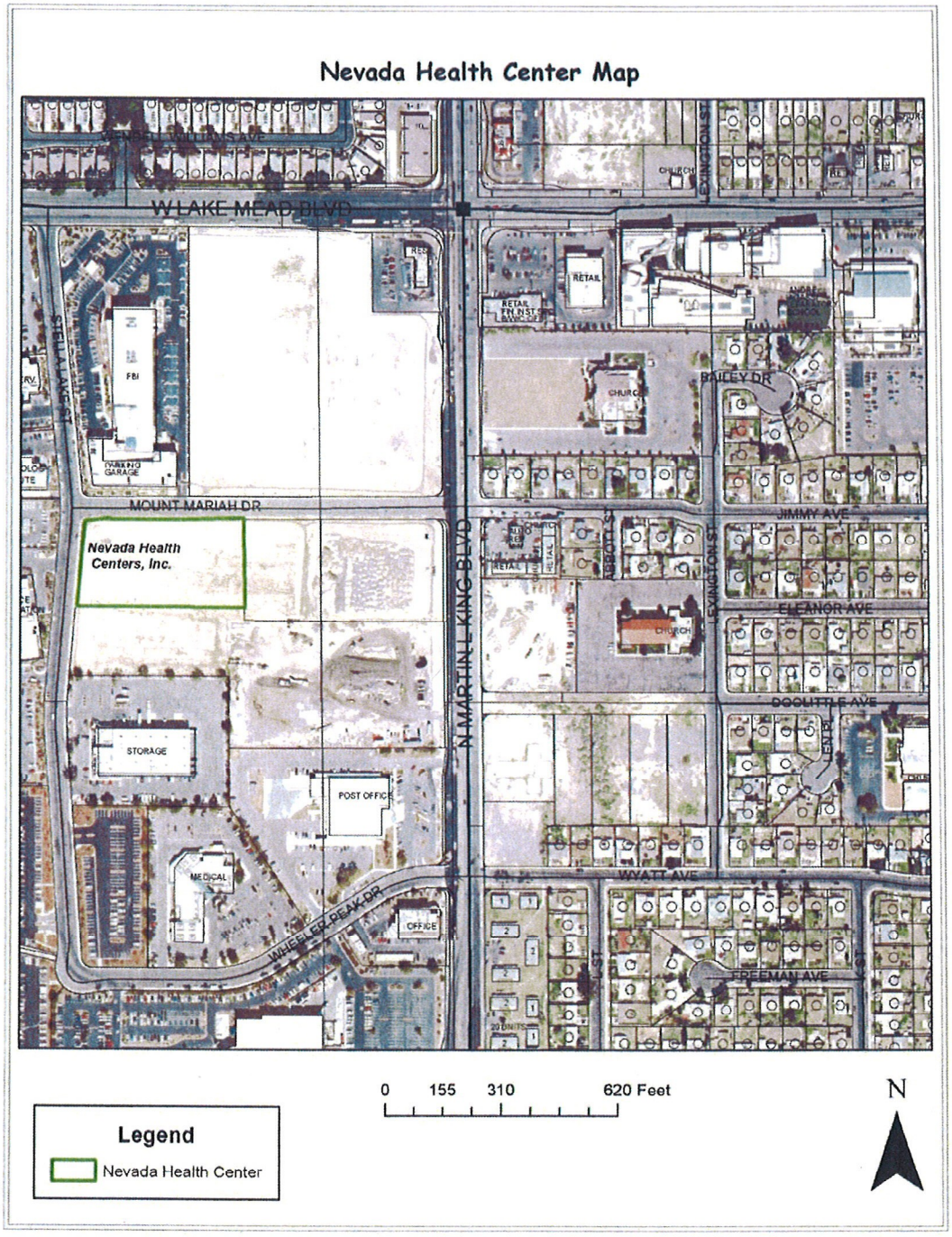


EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

The principals and partners of Nevada Health Centers, Inc and all persons and entities holding more than 1% (one percent) interest in _____ or any principal _____ are the following: **See Note below**

****Nevada Health Centers, Inc. is a private nonprofit 501(c) (3) corporation. As such none of the below listing of corporate and board of directors officers have an ownership interest in Nevada Health Centers, Inc.**

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
Corporate Officers		
1. Thomas G Chase-CEO	1802 N. Carson St #100 Carson City, NV 89701	775-887-1590 x1114
2. James M Merrill-CFO	4415 Spring Mountain Rd, Suite 103 Las Vegas, NV 89102	702-307-5414 x1112
3. Darren Rahaman, MD–CMO	4415 Spring Mountain Rd, Suite 103 Las Vegas, NV 89102	702-307-5414 x1314
4. Shirley Hampton, RN-CDO	1802 N. Carson St #100 Carson City, NV 89701	775-887-1590 x1119
Board of Directors - Officers		
5. Steve Comer-Chairman	Same as above – Carson City address	775-887-1590
6. Marianne Bloom-Vice Chair	Same as above – Carson City address	775-887-1590
7. Bill Gordon-Treasurer	Same as above – Carson City address	775-887-1590
8. Mark Esquivel-Secretary	Same as above – Carson City address	775-887-1590

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

By: _____, CEO

Its: Thomas G. Chase, CEO

Subscribed and sworn to before me this

16th day of November, 2010

_____

Notary Public

PATRICIA SCHROEDER
NOTARY PUBLIC
STATE OF NEVADA
No.03-85215-5 My Appt. Exp. Nov. 18, 2011

EXHIBIT "D"

RIGHT-OF-ENTRY FORM
FOR
Nevada Health Centers, Inc.

The City of Las Vegas (City) hereby authorizes Right-of-Entry onto the parcel known as APN: 139-21-313-016 of the EXCLUSIVE NEGOTIATION AGREEMENT ("ENA") dated _____, 2010, which is located at Stella Lake St. and Mount Mariah Dr. to Nevada Health Centers, Inc., for the purpose of performing surveys, environmental and/or geotechnical services on said City owned parcel.

City contact person is: William Arent, 702-229-6100

The Nevada Health Centers, Inc., contact person is: _____

City of Las Vegas

By: _____ _____
Elizabeth N. Fretwell, Executive Director Date

INDEMNIFICATION

Nevada Health Centers, Inc., hereby agrees to protect, indemnify, and hold the City, 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 the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its officers, employees or agents, that are caused by the wrongful acts or omission of, negligence of Nevada Health Centers, 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 gross negligence or wrongful acts of the City, its officers, employees and/or agents.

In this connection, the Nevada Health Centers, Inc., expressly agrees, at its sole cost and expense, to defend the City, 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 Nevada Health Centers, Inc., has agreed to indemnify the City, its officers, employees and agents in the above paragraph. If Nevada Health Centers, Inc. fails to do so, after notice to the Nevada Health Centers, Inc. the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to the Nevada Health Centers, Inc.

The Nevada Health Centers, 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 by the City to Nevada Health Centers, Inc. agrees that it proceeds at its own risk and agrees that the results of said testing shall be shared with City.

Nevada Health Centers, Inc.
By: _____ Date: _____

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Temporary Tavern License, Paovis Enterprises Inc, dba Fongs Garden China Mex, 2021 East Charleston Boulevard, Mercy Mejia, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Temporary Tavern License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the following conditions:

1. Thursday night - karaoke with DJ - 11:00 p.m. - 6:00 a.m.
2. Friday, Saturday, and Sunday night - live music - 11:00 p.m. - 3:30 a.m.; DJ - 3:30 a.m. - 6:00 a.m.
3. Any alteration from this schedule must be approved by Business Services Manager or Supervisor.
4. Any violations of the above conditions will result in immediate suspension of business license.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Temporary Work Card for Brandon Dial, db at Chef's Pantry Catering, 2215 Thomas W Ryan Boulevard - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Temporary Work Card.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate $23,000 for 23 youth initiated projects - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $23,000
Funding Source: General Fund
Dept./Division: Neighborhood Services/Neighborhood Initiatives Division

PURPOSE/BACKGROUND:
The Youth Neighborhood Association Partnership Program (YNAPP) is designed to encourage neighborhood youth to take an active role in improving the quality of life in City of Las Vegas neighborhoods and directly responds to two of the City Council priorities: (1) Sustainable livable neighborhoods (2) Citizen Engagement. The $23,000 allocated to this year's YNAPP project teams will leverage a community match of over $376,000 in volunteer labor, in-kind donations of goods and services, and/or financial contributions. The majority of the projects are located in the target neighborhoods of Wards 1, 3 & 5.

RECOMMENDATION:
The YNAPP Board recommends that the Mayor and Council approve funding for 23 youth-initiated projects for a total of $23,000 and authorizes the Director of Neighborhood Services to execute the agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
2010-2011 Funding Cycle Grant Recommendations for YNAPP

2010-2011 Funding Cycle Grant Recommendations for YNAPP				
Ward	**YNAPP Groups**	**Project Title**	**Amount Recommended**	**Grant Match**
1	**Back to Basic**	A.B.C. - Anti Bullying Combat	$ 1,000.00	$ 9,261.00
1	**CSNHS – National Honor Society**	Operation School Bell	$ 1,000.00	$ 4,087.00
1	**CSNHS –Student Council**	"Wrap It Up For School Bell"	$ 1,000.00	$ 10,566.00
1	**Mirabelli – S.W.A.T. Team**	Senior Prom for Senior Citizens	$ 1,000.00	$ 6,638.00
2	**Gods Angels and Company**	To Show We Care	$ 1,000.00	$ 21,920.00
3	**Boy Scouts of America**	East Las Vegas Community/Senior Center Raised Planting Beds	$ 1,000.00	$ 2,346.00
3	**City Impact Center – Youth Group**	Tutoring and Life Skills Program	$ 1,000.00	$ 27,304.00
3	**Fremont Family Writing Project**	Family/Community Mural Anthology	$ 1,000.00	$ 56,510.00
3	**Lunt ES – Lunt Leadership**	Leadership In The Community	$ 1,000.00	$ 62,800.00
3	**Rafael Rivera Youth Council**	Campus Beautification	$ 1,000.00	$ 17,931.00
3	**Southern NV Hispanic Employment Program**	Healthy Kids, Healthy Minds	$ 1,000.00	$ 5,570.00
4	**Fostering Kids at Work**	Color My World	$ 1,000.00	$ 3,649.00
4	**Lummis ES – Little Gestures**	Little Gestures	$ 1,000.00	$ 12,530.00

4	**Symbolic Youth Networking Council**	Features for Teachers	$ 1,000.00	$ 24,603.00
4	**Symbolic Youth Networking Council**	Health Walk	$ 1,000.00	$ 22,310.00
5	**Kappa Leadership League**	Operation Going Green	$ 1,000.00	$ 4,480.00
5	**S.T.A.R.S. CDC**	Y.E.S. Productions	$ 1,000.00	$ 9,508.00
5	**St. Joseph's Student Council**	St. Joseph Knights Give Back to Their Community	$ 1,000.00	$ 12,093.00
5	**The Meadows HS – Varsity Cheerleaders**	100 Trees in 100 Days!	$ 1,000.00	$ 11,088.00
5	**Umoja Boys Mentoring Program**	Young Men's Conference 2011 Exercising our Voices	$ 1,000.00	$ 12,134.00
5	**Youth E.T.E.R.N.A.L.**	S.T.A.Y.E	$ 1,000.00	$ 16,188.00
6	**CIS Fellows Academy**	Kids 4 Candle Lighters!	$ 1,000.00	$ 16,680.00
6	**Arbor View - DECA**	Direct the Way	$ 1,000.00	$ 5,905.00
	TOTAL		**$23,000.00**	**$376,101.00**

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
RESOLUTIONS:

R-2-2011 - Discussion and possible action regarding a Resolution finding the Real Property Purchase and Sale Agreement between the City of Las Vegas and ARPM Realty, Inc., concerning the proposed sale of 2400 North Tenaya Way located within the Las Vegas Technology Center, Las Vegas, Nevada, is in the best interest of the public (APN 138-15-810-009 and 010) - Ward 1 (Tarkanian) [NOTE: This item is related to Council Item 40]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas owns the real property located at 2400 North Tenaya Way, Las Vegas, Nevada. ARPM Realty, Inc. is the existing Tenant under the ground leases dated January 29, 1986 and February 18, 1987 between the City of Las Vegas and L.V. Tech Center Limited Partnership. ARPM Realty, Inc. proposes to purchase the two land parcels totaling approximately 4.08 acres from the city for $1,025,000 (equal to high appraised valued) for which the lease hold interest is located. This will allow ARPM Realty, Inc. to re-tenant the space to fulfill a need in Las Vegas Technology Center, facilitate economic development for the community, which will lead to the creation of additional jobs and positive social and economic impacts.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-2-2011
2. Site Map

RESOLUTION NO._____

RESOLUTION FINDING THE REAL PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND ARPM REALTY, INC. CONCERNING THE PROPOSED SALE OF 2400 N. TENAYA WAY, LAS VEGAS, NEVADA IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, the City owns a portion of certain real property located within the Las Vegas Technology Center, commonly known as 2400 N. Tenaya Way also identified as APN: 138-15-810-009 and 010 (hereinafter the "Property") as shown in Exhibit A of the REAL PROPERTY PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND ARPM REALTY, INC. (hereinafter "ARPM"); and

WHEREAS, Las Vegas Technology Center is a business park owned by the City and is intended to provide sites for commercial development and job creation within Las Vegas; and

WHEREAS, ARPM is the current owner of the leasehold interest and improvements located on the Property under those certain ground leases ("Leases") dated January 29, 1986 and February 18, 1987 between the City and L.V. Tech Center Limited Partnership, a Nevada limited partnership; and

WHEREAS, the City desires to sell and ARPM desires to purchase the Property to contribute to the City's economic development efforts in Las Vegas by re-tenanting approximately 37,100 sq feet of retail/commercial space; and

WHEREAS, ARPM will pay the City the highest appraised value of the Property which appraisal was obtained in compliance with Nevada Revised Statutes, Chapter 268.059; and

WHEREAS, the proposed sale is for the highest appraised value of the Property, an amount which might therefore be considered fair market value; and

WHEREAS, Chapter 286.063 authorizes the City to sell, lease or otherwise exchange of

property for purposes of economic development, without offering it to the public and for less than fair market value, if the City Council finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Property to ARPM qualifies under the above-referenced statute as a sale for purposes of economic development because such sale will facilitate the establishment of new commercial enterprises or facilities within the City; provide for the support, retention or expansion of existing commercial enterprises; and thereby create and/or retain opportunities for employment for the residents of the City; and

WHEREAS, the presence of ARPM as a corporate entity in the City of Las Vegas, and as a party who is already connected with the Property via the ownership of the improvements, contributes significantly to the potential for successful development of the Property, potential that may not be as great if the Property is offered to the public.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL HEREBY FINDS that the sale of the Property to ARPM, without offering it to the public and for an amount that is fair market value, is for the purpose of economic development and is in the best interests of the public.

PASSED, ADOPTED AND APPROVED THIS ___ day of _____, 2011.

CITY OF LAS VEGAS ("City")

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K BRIDGES, MMC City Clerk

APPROVED AS TO FORM:

_____ 12/16/10
Date

EXHIBIT "A"

SITE MAP

2400 N. Tenaya Way

Legend

2400 N. Tenaya

0 50 100 200 Feet

N

W E

S

This map is a graphic representation of an area.
It is not guaranteed to be accurate.
This map is only for planning purposes.

4/30/10

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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

SUBJECT:
RESOLUTIONS:

R-3-2011 - Discussion and possible action regarding a Resolution to support any and all efforts by the State Legislature to mandate increased responsibility over the inventory of foreclosed properties in the City of Las Vegas by financial institutions that own foreclosed properties - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution will authorize the City Council to support legislative efforts to mandate financial institutions to maintain their foreclosed properties. Since January 2008, Southern Nevada has experience 71,000 foreclosures, representing more than 11 percent of the housing stock being in default. Within the last 12 months, 23,082 homes have gone into foreclosure. Las Vegas continues to have the highest foreclosure rate in the nation with 1 in every 29 homes receiving a foreclosure filing in June 2010, compared to the United States average of 1 in every 139 homes. As of July 2010 there have been 22,764 total foreclosure filings within the City (Ward 1 - 2,960; Ward 2 - 3,235; Ward 3 - 2,571; Ward 4 - 4,059; Ward 5 - 3,079; and Ward 6 - 6,860).

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Resolution No. R - - 2011

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LAS VEGAS TO SUPPORT ANY AND ALL EFFORTS BY THE STATE LEGISLATURE TO MANDATE INCREASED RESPONSIBILITY OVER THE INVENTORY OF FORECLOSED PROPERTIES IN THE CITY OF LAS VEGAS BY FINANCIAL INSTITUTIONS THAT OWN FORECLOSED PROPERTIES

WHEREAS, since January 2008, Southern Nevada has experience 71,000 foreclosures, representing more than 11 percent of the housing stock being in default; and

WHEREAS, within the last 12 months, 23,082 homes have gone into foreclosure; and

WHEREAS, Las Vegas continues to have the highest foreclosure rate in the nation with 1 in every 29 homes receiving a foreclosure filing in June 2010, compared to the United States average of 1 in every 139 homes; and

WHEREAS, 90 percent of Nevada's foreclosures are located in Southern Nevada; and

WHEREAS, Las Vegas continues to remain the epicenter of the foreclosure crisis, with over 70,641 mortgages in a delinquent status as of August 2010; and

WHEREAS, the majority of the foreclosed housing stock in Las Vegas has occurred in newer developments as a result of adjustable and interest only loans that expired thus converting to higher interest rate loans that homeowners could not afford; and

WHEREAS, Las Vegas is now experiencing a second wave of foreclosures caused by unemployment in which case families lack the income to support their mortgage; and

WHEREAS, the foreclosure crisis has not only displaced families from their homes and reduced their ability to pay for housing, but also damaged their credit and left them with no choice but to rent housing; and

WHEREAS, for every foreclosure action, there is a family that has experienced trauma and loss, both emotionally and financially; and

WHEREAS, as of July 2010 there have been 22,764 total foreclosure filings within the City (Ward 1- 2960, Ward 2- 3235, Ward 3- 2571, Ward 4- 4059, Ward 5- 3079, and in Ward 6- 6860); and

WHEREAS, the City is inundated by ongoing complaints and nuisance calls from residents, community partners, homeowners, and neighborhood associations regarding the lack of maintenance and associated problems related to foreclosed homes such as crime, trash, and further devaluation; and

WHEREAS, the City has received repeated constituent and homeowner association complaints that financial institutions that are not paying their regular homeowner association assessments and should be held accountable for their actions; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to support any state legislative efforts to mandate that financial institutions take full responsibility for the growing inventory of foreclosed homes, and in particular, to alleviate financial constraints on homeowners and homeowner associations by paying homeowner's associations assessments as such assessments accrue. The City Council's support is general in nature and is not limited to any particular scope or language.

PASSED, ADOPTED, AND APPROVED this _____day of _____, 2011.

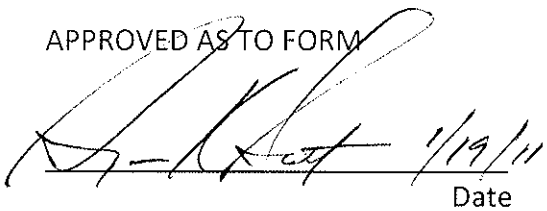
CITY OF LAS VEGAS

BY: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM



Date

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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 December 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.

. . .

. . .

. . .

. . .

. . .

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": _____

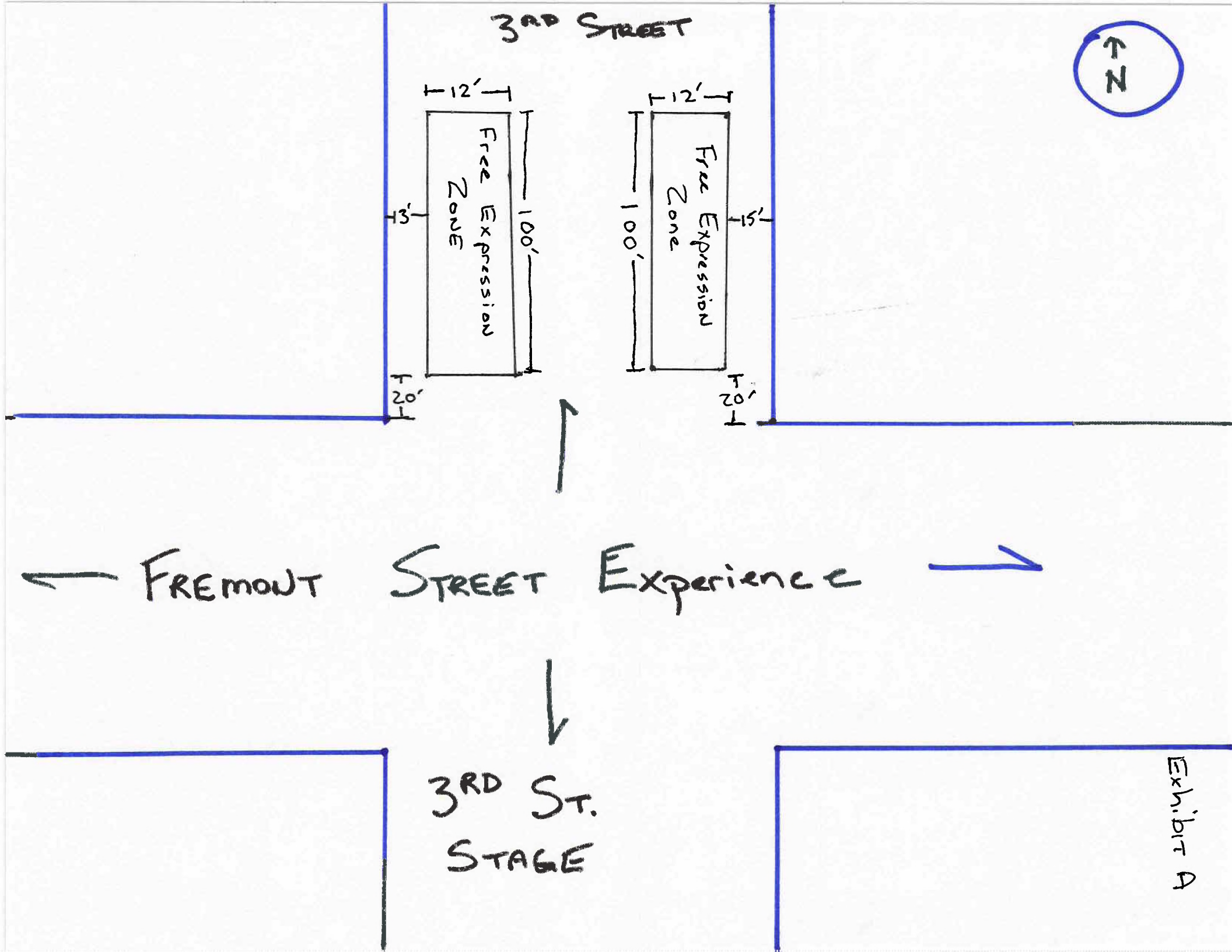
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk


3RD STREET
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12'
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Free Expression Zone
100'
15'
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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

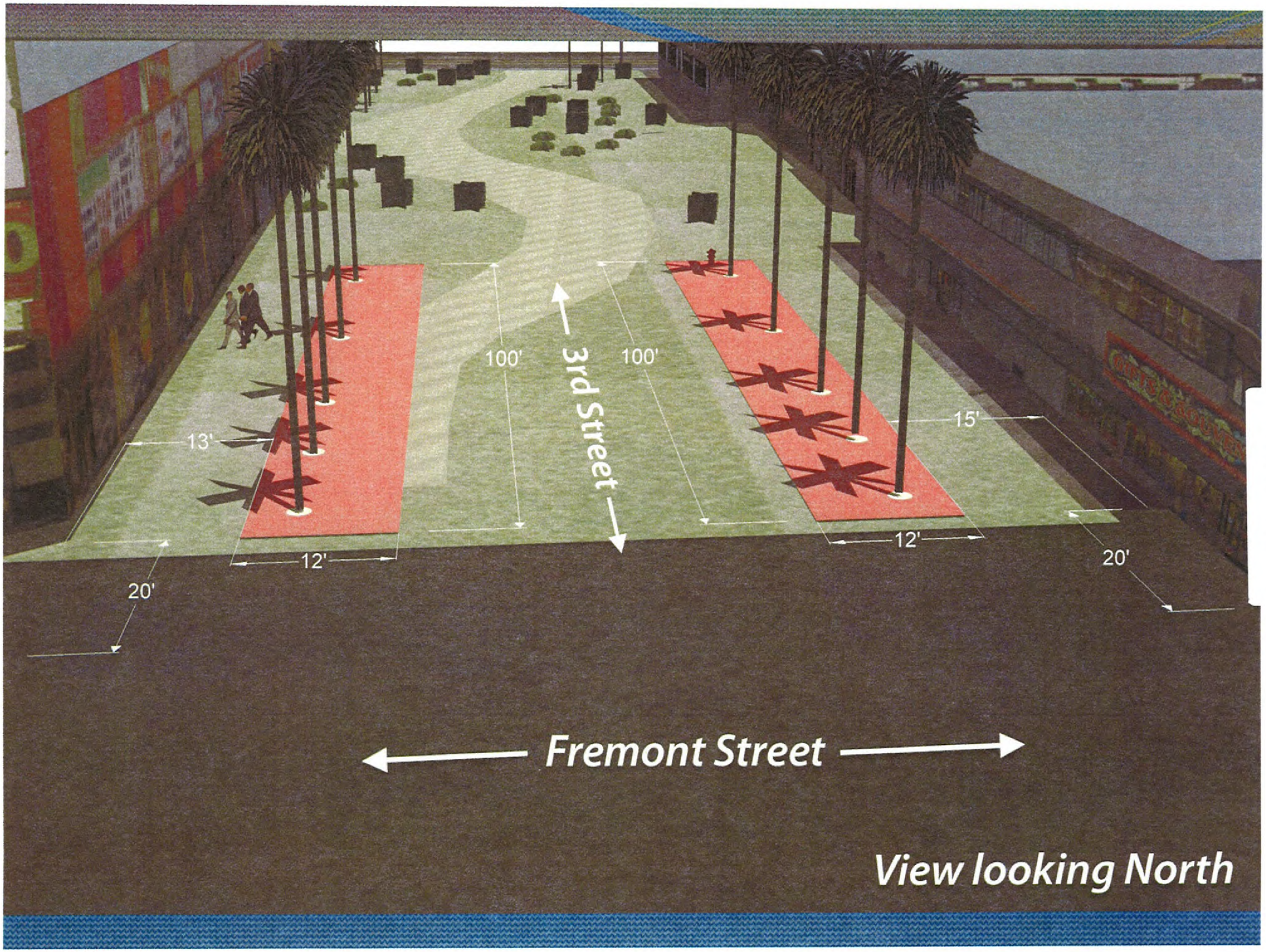
100'
3rd Street
100'
13'
15'
12'
12'
20'
20'
Fremont Street
View looking North

Exhibit A

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. The bill will enable the reorganization of City departments and functions as has been proposed by the City Manager.

RECOMMENDATION:
ADOPTION at 1/19/2011 City Council Meeting as First Amendment pursuant to the 1/18/2011 Recommending Committee Meeting.

First Reading – 12/1/2010; First Publication – 1/20/2011

BACKUP DOCUMENTATION:
1. Bill No. 2010-51
2. Business Impact Statement

BILL NO. 2010-51

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CERTAIN ADMINISTRATIVE PROVISIONS OF THE MUNICIPAL CODE RELATING TO MANAGEMENT FUNCTIONS AND THE NAMES OF CITY DEPARTMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 8, 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 50, reading as follows:

2.08.050: The City Manager may appoint one or more persons to serve as chief officer of particular functions or groups of functions. The provisions of Sections 2.08.010 to 2.08.040, inclusive, shall apply to each such officer to the same extent as if the officer were a Deputy City Manager.

SECTION 2: Title 2, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.010: The departments of the City shall consist of the following:

Building and Safety;

[City Attorney;]

Detention and Enforcement;

<u>Economic and Urban Development;</u>

[Field Operations;]

Finance; [and Business Services;]

Fire and Rescue;

Human Resources;

Information Technologies;

[Leisure Services;

Municipal Court;

Neighborhood Services;]

Operations and Maintenance;

Parks, Recreation and Neighborhood Services;

Planning and [Development;] Licensing; and

Public Works.

SECTION 3: Title 2, Chapter 9, 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 15, reading as follows:

2.09.015: (A) Any reference in this Code to the Department of Field Operations, the Department of Finance and Business Services, the Department of Leisure Services, the Department of Neighborhood Services, the Planning and Development Department, or any of their predecessor departments, shall be deemed in each case to refer to the appropriate successor department, as follows:

(1) With respect to the Department of Field Operations, the successor department is the Department of Operations and Maintenance.

(2) With respect to the Department of Finance and Business Services (and its predecessor, the Department of Business Activity), the successor department is:

(a) The Department of Planning and Licensing, in the case of license-related functions under Title 6; and

(b) The Department of Finance, in all other cases.

(3) With respect to the Department of Leisure Services (and its predecessors, the Department of Parks and Leisure Activities and the Department of Parks, Recreation and Senior Citizen Activities), the successor department is the Department of Parks, Recreation and Neighborhood Services.

(4) With respect to the Department of Neighborhood Services, the successor department is:

(a) The Department of Economic and Urban Development, in the

case of housing-related functions; and

(b) The Department of Parks, Recreation and Neighborhood Services, in all other cases.

(5) With respect to the Planning and Development Department, the successor department is the Department of Planning and Licensing.

(B) The City Manager or a designee is authorized to determine which successor department has succeeded to a particular function in cases where the provisions of Subsection (A) do not address the question, or where the strict application of the provisions of Subsection (A) is incorrect or impracticable.

(C) Nothing in this Section limits the ability of the City Manager to reassign functions from one department to another, either temporarily or on a permanent basis.

SECTION 4: Title 2, Chapter 9, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.020: [Each department of the City shall consist of such divisions and units as may be established from time to time by the City Manager.] From time to time the City Manager may establish divisions, offices or other units within the various departments of the City, as well as offices and other units that are independent of those departments.

SECTION 5: Title 2, Chapter 9, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.030: Functions or offices that are created by the City Charter and that do not appear in the list of departments set forth in Section 2.09.010 may be treated as departments of the City for administrative and budgetary purposes, or otherwise for the sake of convenience.

SECTION 6: Title 2, Chapter 14, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.14.010: The Director of Public Works shall exercise such powers and perform such duties as may from time to time be specified by the City Council or the City Manager. The Director of Public Works shall function as the Director of Public Services for purposes of the City Charter.

SECTION 7: Title 2, Chapter 14, Sections 30 and 40, of the Municipal Code of the

City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 8: Title 2, Chapter 18, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.18.010: Article III of the Charter of the City of Las Vegas requires the City Council to establish a Department of Financial Management, to be headed by a Director of Financial Management. For purposes of the Charter, [The] the City Council hereby:

(A) Establishes the Department of Finance [and Business Services] as the City's Department of Financial Management; and

(B) Designates the [City's Chief Financial Officer] Director of Finance as the Director of that Department.

SECTION 9: Notwithstanding the effective date of this Ordinance, the City Manager shall have the discretion to implement the various provisions of this Ordinance immediately or gradually, using a transitional approach and time frames that take into account practicality and convenience.

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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11/17/10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2010-51
(Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-51, that will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

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: November 17,2010

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-1 – Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District." (TXT-39836) 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 1) include updated information relating to the widening of the I-515/US-95 freeway east of the Spaghetti Bowl interchange, and 2) allow a number of additional uses within the district known as "18b The Las Vegas Arts District." The additional uses are consistent with and supportive of the purposes and goals of the Arts District.

RECOMMENDATION:
ADOPTION at 1/19/2011 City Council Meeting pursuant to the 1/18/2011 Recommending Committee Meeting.

First Reading – 1/5/2011; First Publication – 1/20/2011

BACKUP DOCUMENTATION:
Bill No. 2011-1

BILL NO. 2011-1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO INCLUDE UPDATED HIGHWAY-RELATED INFORMATION AND TO ALLOW A NUMBER OF ADDITIONAL USES WITHIN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District."

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 4, inclusive, of this Ordinance.

SECTION 2: Subsection II(D) is amended to add the following language before the final paragraph of that Subsection, either as a new paragraph or as a continuation of the preceding paragraph:

> NDOT has announced plans to widen the I-515/US-95 freeway east of the Spaghetti Bowl interchange. This project will result in the loss of approximately 450' of occupied land to the north of the current alignment. Several projects crucial to the continued rejuvenation of the Downtown area are located directly south of the current alignment. These projects are listed in Map 7.

SECTION 3: Section VII(D)(2)(1) is amended by adding, at the appropriate location, the following use to the list of uses permitted under the category of "Residential and Lodging Services":

- Bed and Breakfast Inn

SECTION 4: Section VII(D)(2)(5) is amended by adding, at the appropriate locations, the following uses to the list of uses permitted under the category of "Retail and Personal Services":

- Auction House (Special Use Permit)
- Bakery

- Beer/Wine/Cooler Off-Sale Establishment (Special Use Permit)
- Convenience Store
- Custom and Craft Work
- Grocery Store
- Internet Café

SECTION 5: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance.

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: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-15-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-2 – 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. (An earlier version of this bill, Bill No. 2010-31, was introduced and considered by the Council last year. Amendments were proposed and discussed, but an acceptable version was not able to be presented before the adoption deadline passed.)

RECOMMENDATION:
ADOPTION at 1/19/2011 City Council Meeting as First Amendment pursuant to the 1/18/2011 Recommending Committee Meeting.

First Reading – 1/5/2011; First Publication – 1/20/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-2
2. Business Impact Statement

BILL NO. 2011-2

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.

WHEREAS, pursuant to litigation, a federal court has determined that the City's Pedestrian Mall is to be treated as a traditional public forum for purposes of First Amendment freedom of expression; and

WHEREAS, in response to that litigation, the City Council desires to amend various provisions of the Las Vegas Municipal Code (LVMC) that pertain to the Pedestrian Mall and its operation by the Fremont Street Experience Limited Liability Company (FSELLC); and

WHEREAS, federal court decisions concerning the Pedestrian Mall have recognized that the City and FSELLC have a significant interest in:

–Assuring safe, efficient, and orderly movement of pedestrians;

–Protecting the local merchant economy from unfair competition;

–Protecting visitors from solicitors in an environment where freedom of movement is restricted;

–Preventing the disruption of Pedestrian Mall entertainment and in disrupting visitors' enjoyment of the Pedestrian Mall experience;

–Protecting the aesthetic appearance of the Pedestrian Mall by eliminating visual blight caused by unsightly vendors;

and

WHEREAS, taking into account federal court rulings and associated findings, the City Council desires by means of this Ordinance to amend LVMC provisions pertaining to the Pedestrian Mall to address certain types of activity within the Pedestrian Mall, including commercial and expressive activity; and

WHEREAS, the principal issues to be addressed by this Ordinance include the

regulation of commercial activity and the establishment of "time, place and manner" restrictions on expressive activity within the Pedestrian Mall.

NOW THEREFORE, BASED UPON THE FOREGOING, 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] Act in a manner that would give a reasonable person the belief 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;] crime;

(2) Persist in a solicitation after the person solicited has [given a negative response;] refused a solicitation and indicated a desire to be left alone; or

(3) [Block, either individually or as part of a group of persons, the passage of a solicited person; or

(4)] Engage [in conduct] a solicited person in a manner that would reasonably be construed as intended to compel or force [a solicited] the 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.

"Commercial photography, filming or videotaping" means photography, filming or videotaping for commercial purposes and does not include photography, filming or videotaping engaged in for personal use or for news reporting purposes.

[(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.

"Leafleting" means the act of distributing to any passersby in a continuous or repetitive manner any printed, written or graphic materials, whether commercial or noncommercial in content.

[(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 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.

"Message-bearing merchandise" means products bearing a message that is:

(A) A permanent part of the product to which it is affixed and is readable or recognizable from a reasonable distance;

(B) Inextricably intertwined with the purpose and activities of the distributor

of the product or the person or entity whom the distributor represents; and

(C) A conspicuous political, religious, philosophical or ideological message having intellectual content that is informative of the purpose of the distributor or the person or entity whom the distributor represents.

[(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.

"Street performer" or "busker" means a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment, and whose performance is not an official part of an event provided by or on behalf of The Fremont Street Limited Liability Company. The term "street performer" includes a "busker".

[(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 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.050: Notwithstanding the prohibition contained in Section 11.68.030, vehicular traffic traveling along Casino Center Boulevard and Fourth Street shall be permitted to cross the Pedestrian Mall as those [street] streets intersect with Fremont Street except during the celestial vault lightshow, in which case such street may be closed to through traffic and as otherwise approved in accordance with Section [11.68.130.] 11.68.120.

SECTION 4: 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;

(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) 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 as necessary for emergency purposes, or the maintenance or repair of the Pedestrian Mall, or 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;

(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) Solicitation, as defined in LVMC 10.44.010.]

(A) The following are prohibited within the Pedestrian Mall:

(1) Parades;

(2) Sleeping or camping;

(3) Littering;

(4) Sexually oriented businesses as described in Section 19.04.040;

(5) 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;

(6) Feeding birds; and

(7) Solicitation by coercion, as defined in Section 10.44.010.

(B) The following are prohibited within the Pedestrian Mall, except under the conditions stated:

(1) 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;

(2) Mall vending, special events or other commercial activities, unless such activities are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

(3) The use of unicycles, bicycles and other types of cycles, skateboards,

roller skates, in-line skates, hula hoops larger than four feet in diameter, and shopping carts, except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(4) The placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, except:

(i) As conducted by or on behalf of The Fremont Street Experience Limited Liability Company; or

(ii) As specifically permitted under Sections 11.68.105 and 11.68.107;

(5) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where conducted by or on behalf of The Fremont Street Experience Limited Liability Company or as permitted under Section 11.68.107;

(6) The launching or throwing of projectiles or other objects into or through the air, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company or are permitted pursuant to Section 11.68.107;

(7) Entertainment and related services for which a fee is charged, either before or after the entertainment and related services are performed, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

(8) The distribution of food, beverage or tobacco items, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company; or

(9) Commercial photography, filming or videotaping, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company.

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 three new sections, designated respectively as Sections 103, 105 and 107, reading as follows:

11.68.103: (A) Solicitation, as defined in LVMC 10.44.010(A), is prohibited within the Pedestrian Mall at the following locations:

(1) Within twenty feet of any building entrance or ATM;

(2) Within ten feet of any retail kiosk or cart, but subject to the provisions of Subsection (B) of this Section;

(3) Within twenty feet of any fire lane or crosswalk; and

(4) At any location that will interfere with pedestrian traffic in violation of LVMC 10.47.020.

(B) The distance limitation set forth in Paragraph (2) of Subsection (A) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

11.68.105: (A) Expressive activity, including demonstrations, speeches, interviewing for political purposes, leafleting and distribution of commercial or noncommercial literature, and the sale or distribution of message-bearing merchandise is allowed within the Pedestrian Mall without the requirement of a permit, but is subject to the conditions and limitations set forth in this Section.

(B) No structure or display may be erected or placed within the Pedestrian Mall in connection with expressive activity described in this Section, except that a person or organization engaging in such activity may place and use, in furtherance of that activity, one table, not to exceed three feet by three feet in size, at a location that complies with the provisions of Subsections (C) and (D) of this Section.

(C) Tables authorized under Subsection (B) of this Section may not be located as follows:

(1) Within twenty feet of any building entrance or ATM;

(2) Within ten feet of any retail kiosk or cart, but subject to the provisions of Subsection (G) of this Section;

(3) Within twenty feet of any fire lane or crosswalk; or

(4) At any location that will significantly interfere with pedestrian traffic.

(D) By reason of the limitations set forth in Subsection (C) of this Section, table

space is limited and is available on a first-come-first-serve basis. Locations available for tables may be depicted on a map adopted as part of this Ordinance or adopted subsequently by formal action of the City Council, but no such map may be more restrictive as to table locations than the provisions of Subsection (C) of this Section.

(E) Coolers, storage boxes and similar items that are not in furtherance of expressive activity may not be stored on the ground in connection with expressive activity described in Subsection (A) of this Section; provided, however, that this prohibition does not apply to incidental personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

(F) In the case of a demonstration, The Fremont Street Limited Liability Company may direct that the demonstration be moved to one or more locations within the Pedestrian Mall so as not to interfere with pedestrian traffic, fire lanes, crosswalk traffic, retail kiosks, special events, concerts or other previously scheduled mall activities, but only upon a determination that the demonstration cannot possibly be conducted in a manner that does not so interfere. Any such redirection shall be to a location that is closest to, most approximates, and reaches the same audience as, the original location.

(G) The distance limitation set forth in Paragraph (2) of Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

(H) Nothing in this Section authorizes conduct prohibited by other provisions of this Chapter or other ordinances and laws of general applicability, including without limitation prohibitions relating to solicitation by coercion and the obstruction of rights-of-way.

11.68.107: (A) Street performers may perform within the Pedestrian Mall, but only in accordance with the provisions of this Section.

(B) It is unlawful for a street performer to charge a fee for a performance within the Pedestrian Mall. For purposes of this Chapter, the charging of a fee for entertainment or for a performance includes the act of requiring a person to pay for the entertainment or performance, whether in advance or after the fact, but does not include the act of soliciting or requesting tips or donations, the act of making available a receptacle for tips or donations, or the act of receiving tips

or donations.

(C) A street performer who does not charge a fee for a performance as described in Subsection (B) may perform within the Pedestrian Mall, but only in accordance with the following conditions and limitations:

(1) Such street performers shall not have the right to "reserved" spaces and may not interfere in any way with performances provided by or on behalf of The Fremont Street Limited Liability Company.

(2) Such street performers may not perform:

(i) Within twenty feet of any building entrance or ATM;

(ii) Within ten feet of any retail kiosk or cart, but subject to the provisions of Paragraph (5) of this Subsection (C);

(iii) Within twenty feet of any fire lane or crosswalk;

(iv) Within any area of the Pedestrian Mall that is closed to the public (such as on a closed stage provided by The Fremont Street Limited Liability Company); or

(v) At any location that will significantly interfere with pedestrian traffic.

(3) Such street performers may not place objects on the ground unless the objects are placed within a two foot radius of the performer; do not interfere with pedestrian traffic or cause a potential risk to passersby; and are integral to the performance (e.g., a hat or container to accept donations). However, the prohibition contained in the preceding sentence does not apply to incidental personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

(4) Such street performers may use items or engage in actions otherwise prohibited by LVMC 11.68.100(B)(6), but only if such items or activities are integral to the performance and do not interfere with pedestrian traffic or cause a potential risk to passersby.

(5) Such street performers may use amplified sound in connection with their performance, but such amplified sound:

(i) Must be an integral part of the performance;

(ii) May not exceed a sound level of seventy decibels at a distance of fifty feet or more from the source of the amplified sound;

(iii) Is not permitted during any actual performance or operation of the celestial vault lightshow, or during any special event when the Pedestrian Mall is closed to the general public except upon payment of an admission charge; and

(iv) Is not permitted during any concert that is provided by or on behalf of The Fremont Street Limited Liability Company unless each source of the amplified sound is at least two hundred feet from the stage on which the concert takes place.

(6) The distance limitation set forth in Subparagraph (ii) of Paragraph (2) of this Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

(D) Nothing in this Section authorizes conduct prohibited by other provisions of this Chapter or other ordinances and laws of general applicability, including without limitation prohibitions relating to solicitation by coercion and the obstruction of rights-of-way.

SECTION 6: 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:

11.68.130: Any person violating the provisions of Sections 11.68.030, 11.68.080, and 11.68.100 to 11.68.107, inclusive, shall be guilty of a misdemeanor.

SECTION 7: 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 enjoin any violation of the provisions contained in LVMC 11.68.100 to 11.68.107, inclusive. This remedy shall supplement, and exist in addition to, those contained in LVMC 11.68.130.

SECTION 8: 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 9: 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 10: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2011-2
(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. 2011-2, 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: December 21, 2010

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-4 – Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
Last February the City Council adopted an ordinance to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. The intent was to encourage the establishment of new urban lounge and tavern-limited licenses within the districts to which they pertain. It has been proposed to extend the effects of that ordinance for new applications for another year. This bill will accomplish that extension.

RECOMMENDATION:
ADOPTION at 1/19/2011 City Council Meeting pursuant to the 1/18/2011 Recommending Committee Meeting.

First Reading – 1/19/2011; First Publication – 1/20/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-4
2. Business Impact Statement

BILL NO. 2011-4

ORDINANCE NO. _____

AN ORDINANCE TO CONTINUE TO AUTHORIZE, ON A TEMPORARY BASIS, THE WAIVER OF THE ORIGINATION CHARGE FOR NEW URBAN LOUNGE AND TAVERN-LIMITED LICENSES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: In February 2010, the City Council adopted Ordinance No. 6077, which authorized, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses. The intent of that ordinance was to encourage new urban lounge and tavern-limited licenses within the districts to which they pertain. The City Council desires to extend the effects of that ordinance for new applications for another year. Therefore, the Department of Finance and Business Services or its successor, in accordance with Section 2 of this Ordinance, may waive origination charges otherwise imposed by LVMC 6.50.380 for urban lounge and tavern-limited licenses.

SECTION 2: The waiver referred to in Section 1 of this Ordinance may be granted pursuant to a qualifying waiver application that is filed with the Department between the effective date of this Ordinance and one year thereafter. Any such waiver shall be conditioned upon activation of the business license within the following time periods after the submittal of a qualifying waiver application:

(A) One year, for a business to be located within an existing structure; or

(B) Two years, otherwise.

SECTION 3: Notwithstanding any provision of Title 6 of the Las Vegas Municipal Code to the contrary, a business license concerning which a waiver has been granted pursuant to this Ordinance and which has been activated:

(A) May not be sold or transferred to a third party; and

(B) May not be transferred to a new location unless the location is within the district to which the license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

SECTION 4: For purposes of Sections 2 and 3 of this Ordinance:

(A) "Activation of a business license" means that the license has been issued and the business authorized by the license has opened for business operation.

(B) "Qualifying waiver application" means an application for waiver that is:

(1) Submitted in connection with a business license application; and

(2) Accompanied by a copy of an application for special use permit that has been filed with the Planning and Development Department (or its successor) pursuant to Title 19 of the Las Vegas Municipal Code.

SECTION 5: Nothing in this Ordinance shall be deemed to affect waiver applications filed before the effective date of this Ordinance.

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: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-10-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2011-4
(Continues to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-4, that would continue to authorize, on a temporary basis, the waiver of the origination charge for new urban lounge and tavern-limited licenses.

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

Beneficial effects:

Availability of waiver of origination charges

Direct effects:

Availability of waiver of origination charges

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: January 10, 2011

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-3 – Grants to tw telecom of nevada llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the franchise agreement incorporated by reference into this Ordinance. 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 grant to tw telecom of nevada llc (tw telecom) a non-exclusive franchise for ten years, with an option to renew for five years, for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference. The franchise will replace a 1996 franchise agreement entered into by the City and one of tw telecom's predecessors-in-interest.

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. 2011-3
2. Franchise Agreement

BILL NO. 2011-3

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO TW TELECOM OF NEVADA LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE AND AUTHORIZED TO DO BUSINESS IN NEVADA, A NON-EXCLUSIVE FRANCHISE FOR A TELECOMMUNICATIONS SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY OF LAS VEGAS, SUBJECT TO AND IN ACCORDANCE WITH THAT CERTAIN FRANCHISE AGREEMENT ENTERED INTO BETWEEN THE CITY OF LAS VEGAS AND TW TELECOM; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Grants to tw telecom llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The City of Las Vegas, Nevada, hereby grants to tw telecom of nevada llc the non-exclusive right, privilege, authority and permission to install, operate and maintain a telecommunications service system in, upon, along, across, above, over and under all present and future public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys within the incorporated boundaries of the City of Las Vegas, subject to and in accordance with the terms and conditions of that certain document entitled Franchise Agreement between the City of Las Vegas and telecom of nevada llc, a copy of which Franchise Agreement is on file with the Clerk of the City of Las Vegas and by this reference incorporated herein. For the purposes of this Section the term "telecommunications service" has the same meaning as that term is defined in the United States Code 47 U.S.C. 153 (46).

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.

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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-5-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

FRANCHISE AGREEMENT

between

The City of Las Vegas

and

tw telecom of nevada llc

Effective February 1, 2011

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FRANCHISE AGREEMENT

This Franchise Agreement ("this Agreement") is executed to be effective the 1st day of February, 2011, between the City of Las Vegas, a municipal corporation of the State of Nevada, ("the City") and tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

WHEREAS, the City is a municipal corporation duly incorporated within the State of Nevada and authorized, pursuant to the City Charter and applicable provisions of general laws of the State of Nevada, to enter into this Agreement; and

WHEREAS, Company has applied for a franchise for the purpose of constructing, installing, operating and maintaining Telecommunications Service Facilities in the Rights-of-Way within the corporate limits of the City; and

WHEREAS, the City Council has adopted a resolution setting forth the name of the applicant for and the purpose, character, terms, time and conditions of the proposed franchise and the date, time and place of a public hearing on the question of the advisability of granting said proposed franchise to Company; and

WHEREAS, said application coming on regularly for hearing on the ___ day of _____, 2011, and it appearing by an Affidavit of Publication that due and legal notice of the filing of said application, and of the filing of the date, time and place for consideration of the same, has been given by publication of that Resolution adopted by the City Council in the Las Vegas Review Journal, a newspaper of general circulation within the City, to-wit:

In the issue of said newspaper published on the ____ day of _____, 201__, and the ____ day of _____, 201__; and

WHEREAS, the City Council, in the exercise of its lawful power has determined that it is in the best interests of the inhabitants of the City that a franchise be granted, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, covenants and conditions herein contained, the parties hereby agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given in this Section unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural sense include the singular sense, and words in the singular sense include the plural sense. The word "shall" is mandatory and "may" is permissive. Words not defined in this Section shall be given their common and ordinary meaning.

A. "City" means the City of Las Vegas, a municipal corporation of the State of Nevada.

B. "City Council" or "Council" means the legislative body of the City.

C. "City Manager" means the City Manager appointed by the City Council, or his or her designee.

D. "Code" means the official code of all of the City's ordinances of a general and permanent character, as may be adopted and amended by the City Council.

E. "Company" means tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware.

F. "CPCN" means a Certificate of Public Convenience and Necessity issued by the Nevada Public Utilities Commission authorizing the holder thereof to provide Telecommunications Service within the City.

G. "Facility" or "Facilities" means all antennae, poles, wires, cables, conduits, amplifiers, instruments, appliances, fixtures and other personal property used by any authorized user of the Rights-of-Way for the provision of authorized services within the City.

H. "Franchise" means the non-exclusive authorization granted herein to rent and use Rights-of-Way to construct, operate and maintain Company Facilities for the purpose of providing Telecommunications Service.

I. "Gross Revenue" means any and all intrastate retail revenue of Company from Telecommunications Service provided to customers within the City, including but not limited to:

1. All revenue charged on a flat rate basis;

2. All revenue from intrastate long distance calls originating in the State of Nevada and billed to an address physically located in the City;

3. All revenue from installation service charges;

4. All revenue from connection, disconnection or change-of-service fees;

5. All revenue from penalties or charges to customers for late payments or for checks returned from banks;

6. Recoveries of bad debts previously written off and revenue from the sale or assignment of bad debts, provided that revenue may be adjusted for net write-off of uncollectible accounts computed on the average annual rate for customers within the City;

7. All revenue that is designated by City, State or Federal law to be subject to fees under this Franchise.

"Gross Revenue" shall not include: (a) any tax passed through to consumers on behalf of governmental agencies received by Company for service provided to customers through the use of Facilities; (b) any charges passed through to the customers for interconnection with the local exchange provider; (c) any proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks; (d) any long-haul wholesale revenue; and (e) any revenue other than intrastate revenue collected from retail customers. Company is not required to measure each category of revenue separately; provided that in the event of an audit by the City,

Company will be required to provide an appropriate justification for amounts reported as Gross Revenue under this Agreement.

J. "Public Works Director" or "Director" means the Director of the City's Public Works Department, or his or her designee.

K. "Reasonable Attorney's Fees" means reasonable charges for legal representation as may be incurred by the City and determined by a court of proper jurisdiction.

L. "Rights-of-Way" means all present and future streets, avenues, highways, alleys, bridges and public ways (excluding railroad rights-of-way) of the City within the City limits.

M. "Telecommunications" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(43), as it may be amended from time to time.

N. "Telecommunications Service" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(46), as it may be amended from time to time.

SECTION 2: PRIOR AGREEMENT SUPERSEDED; GRANT OF NEW NON-EXCLUSIVE FRANCHISE

A. The parties acknowledge that Company is presently operating as a Telecommunications Service provider and is presently using the Rights-of-Way for its Telecommunications Facilities pursuant to that certain Franchise Agreement between the City and American Communications Services of Las Vegas, Inc., Company's predecessor-in-interest, dated February 7, 1996 (the "Existing Franchise"). This Agreement is intended to and shall supersede the Existing Franchise from and after the effective date of this Agreement.

B. The City hereby grants to Company, subject to the terms, conditions and limitations contained in this Agreement, a Franchise with permission to rent, use and occupy Rights-of-Way within the corporate limits of the City, as the same now exist or may be extended in the future, to provide Telecommunications Service, including the right and privilege to erect,

construct, maintain and operate Telecommunications Facilities within the Rights-of-Way necessary or convenient for the transmission and distribution of Telecommunications Service, including private property easements on which preliminary subdivision plats have been approved by the City for the provision of public utilities within the corporate limits of the City, as the same now exist or may be extended in the future.

C. Company shall be subject to all requirements of City ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation.

D. This Franchise does not grant Company the right to provide any "video service" (as such term is defined in NRS 711.141) without a valid State-issued franchise for such service.

E. This Franchise is non-exclusive and shall not be construed as a limitation on the City's right to grant rights, privileges and authority to other persons or entities similar to or different from those herein set forth to use the Rights-of-Way or to operate a public utility.

SECTION 3: DURATION

This Franchise is for a period of ten years from and after the effective date of this Agreement. If Company is in compliance with all material provisions of this Agreement, Company has the option of renewing this Franchise under the same terms and conditions of this Agreement for one additional period of five years by giving the City written notice of such renewal during the last 90 days prior to the expiration of the original 10-year term.

SECTION 4: COMPLIANCE WITH APPLICABLE LAWS

Company shall at all times comply with all applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Service, including all applicable Federal Communications Commission and Nevada Public Utilities Commission rules, regulations and orders.

SECTION 5: BUSINESS LICENSES, FEES AND TAXES

A. At all times during which Company is authorized to provide Telecommunications Service within the City pursuant to a CPCN, Company shall maintain a valid unexpired business license specific to its Telecommunications Service business pursuant to Chapter 6.67 of the Code.

B. In addition to the business license required by Subsection (A), Company shall maintain all other business licenses specific to any of Company's business activities other than those of providing Telecommunications Service, as such other business activities are specified in the Code. Company shall pay all license fees due from such other business activities separately from the payment of fees due for its Telecommunications Service business.

C. In addition to payment of the fees specified in Subsections (A) and (B), Company shall pay all lawful property taxes, ad valorem taxes and local improvement district assessments and all exactions, fees and charges that are generally applicable during Company's real property development or use as required by the Code.

D. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of Company's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later establishing that a larger amount was actually due or from collecting such balance.

SECTION 6: FRANCHISE FEES

A. In the event that the business license fees required by Section 5(A) above are declared illegal, unconstitutional or void for any reason by any court or proper authority, Company shall be contractually bound to pay the City as a franchise fee for its use of the Rights-of-Way, as provided for herein, an aggregate amount equal to the amounts which otherwise would have been paid as Telecommunications Service business licensee fees.

B. The fees required to be paid pursuant to Subsection (A) shall be paid quarterly by the fifteenth day of the second month following the end of each calendar quarter for which payment or portion thereof is due. Company shall furnish to the City with each payment of compensation required by this Section a written statement, showing the amount of Gross Revenue of Company subject to a fee under this Agreement for the period covered by the payment.

C. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

SECTION 7: REVIEW AND AUDIT OF COMPANY'S RECORDS

A. The City shall have the right to annually review or audit Company's books and records regarding any amounts which may be owed under this Agreement. This right includes the right to review and audit all books and records of revenue which may be reasonably considered by the City to be subject to a business license or franchise fee. The City shall give written notice to Company of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within thirty days following the City's notification that such amount is due and payable. If the City's review shows Company has overpaid, said overpayment shall be reimbursed to Company by the City within thirty days of such determination.

B. Company shall keep complete and accurate books and records of its business and operations pursuant to this Agreement in accordance with the rules and regulations of the State of Nevada.

C. Company shall provide the City with access to and/or copies of all records, books,

contracts, accounts and documents of Company (or any affiliate thereof), whether in an electronic, print or other format (hereafter referred to collectively as "Records") for Company's operations in the City, to the extent reasonably necessary for the City to perform an audit. All Records shall be retained by Company for a period of five years. Company shall make Records available to the City for inspection and/or copying at a location in the City, upon thirty days notice from the City.

D. Upon request by the City, Company shall provide to the City copies of all papers filed by Company with any federal or state regulatory agency that pertain to Company's Facilities located in the City.

SECTION 8: ADA REQUIREMENTS

Company shall install all of its Facilities in the Rights-of-Way in a manner consistent with the Americans with Disabilities Act ("ADA"), including any reconstruction or modification of existing Facilities. Following notice by the City of an ADA violation or construction problem caused directly or indirectly by Company, Company shall, within thirty days or such other time as the Public Works Director reasonably determines to be appropriate, remedy the ADA violation or problem.

SECTION 9: CONSTRUCTION PERMITS; EMERGENCY REPAIRS

A. The City may require Company to obtain a construction, encroachment or occupancy permit for any work in the Rights-of-Way, may inspect any construction, installation, maintenance or repair work performed in the Rights-of-Way, and may charge a fee to issue such permit or to perform such inspection. The City shall act upon any request by Company for a permit no later than ten business days after the date on which the request is made.

B. If there is an emergency requiring immediate response work or repair in, on, under or over any Rights-of-Way, Company may begin such work or repair without first

obtaining a permit; provided that Company shall notify the Public Works Director as promptly as is reasonably possible after learning of the need for the emergency work, shall subsequently obtain any permit that otherwise would have been required for non-emergency work, shall pay all applicable fees for such permit, and shall restrict any work performed in the Rights-of-Way prior to obtaining a permit to emergency work and repairs.

C. The amount of any permit fee under this Section or Section 10 shall not exceed the actual costs incurred by the City in administering the process of issuing such permits and performing such inspections.

SECTION 10: REQUIREMENTS BEFORE WORKING IN RIGHTS-OF-WAY

Before Company may conduct underground work involving excavation, new construction or relocation work in any Rights-of-Way that will block one or more lanes of motor vehicle traffic, Company shall:

A. Notify the City and comply with any special conditions relating to location, scheduling, coordination and public safety;

B. Apply for and obtain a permit from the Public Works Director;

C. Submit and obtain approval of a traffic barricade plan;

D. File maps and drawings showing the location of any construction or extension of its Facilities in the Rights-of-Way; for conduit, the maps and drawings shall show the size, location, burial depth and configuration of the conduit, the trench backfill material and width, and the method of pavement restoration;

E. Participate in the "Call Before You Dig" program set forth in NRS Chapter 455, as amended, with regard to giving and receiving notice of the location of Facilities and excavations;

F. Pay all permit fees; and

G. Provide security and proof of insurance as required in Sections 17 and 18 below.

SECTION 11: INSTALLATIONS, EXCAVATIONS AND RESTORATIONS

A. In using the Rights-of-Way for its Facilities, Company shall comply with the following requirements:

1. All construction work in the Rights-of-Way performed by or on behalf of Company shall be performed in a safe manner subject to the approval of the Public Works Director and in accordance with all applicable laws, rules, regulations and permitting requirements related to public safety or the use of the Rights-of-Way, including but not limited to all standards specified in Title 13 of the Code. When the public improvement designs prepared by Company are more detailed than, or not covered by, the improvement standards in Title 13 of the Code, plans and specifications for construction, reconstruction, installations and repairs of public improvements shall be sealed by a Nevada registered professional engineer.

2. Company shall not place any Facilities on, over or within the median portion of any boulevard or parkway without first having obtained the written permission of the Public Works Director.

3. Company shall not place any of its above-ground Facilities in any sidewalk area in the Rights-of-Way without the prior written consent of the Public Works Director.

4. Company shall not attach any of its Facilities to any City-owned Facilities unless Company has entered into a written agreement with the City for the rights of attachment and use.

5. The City may require through any permitting process that any installations, excavations and restorations affecting street or lane closures shall, as often as practicable, be performed after 6:30 p.m. and before 6:00 a.m. No such work shall be performed

from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. except for emergency repairs performed in accordance with Section 9 above.

6. The City may assist in the coordination and scheduling of any Company projects where such project may be reasonably coordinated with the placement of other Rights-of-Way users' Facilities; provided that, subject to City permitting processes and approvals, Company may otherwise control the scheduling of its projects consistent with this Agreement.

7. Whenever it is commercially reasonable to do so, Company shall use "trenchless" technology in the placement of its Facilities. Except in an emergency as specified in Section 9 above, Company shall, not less than seven working days prior to the commencement of any work by Company which involves excavation in any Rights-of-Way, notify the Public Works Director and any appropriate utility coordinating committee for purposes of utility location. Minimum notice to the City shall be by telephone communication or in person prior to any work, followed by notice in writing as soon as practical. Company shall provide advance notice so as not to disrupt services of the City or any other person or utility using any Rights-of-Way and to allow the City to place any inspector it may deem necessary at the site of the project.

B. Company shall at all times take all reasonable precautions to minimize interruption to traffic flow, damage to property or creation of a hazardous condition.

C. After an excavation is made and after any excavation work is completed, Company shall, as soon as practicable, but not later than seventy-two hours, remove all surplus material; except that if the surplus material is blocking a public street or sidewalk, Company shall remove such material no later than twenty-four hours after the excavation is made.

D. Company shall reconstruct, replace or restore any landscaping, street or alley, or any water, sewer, sanitary sewer, storm drainage, traffic signal or street light Facility, or any other Facility of the City disturbed by Company, within thirty days of written notice by the City,

to a condition acceptable to the Public Works Director, consistent with specifications, requirements and regulations of the City in effect at the time of such restoration. Any such improvements so disturbed by Company shall be reconstructed, replaced or restored only under the supervision of City personnel. All costs incurred in surplus material removal and restoration, whether done with the City's work forces and equipment or otherwise, shall be paid by Company, including the cost of any inspectors the City may assign to the project.

SECTION 12: LOCATION AND RELOCATION OF FACILITIES

A. All Facilities of Company shall be placed so that they do not interfere with the use of Rights-of-Way by the City and shall only be placed after approval of the location by the Public Works Director and in accordance with any specifications adopted by the City governing the location of Facilities.

B. Whenever the City excavates or performs any work in the Rights-of-Way and such excavation or work may disturb but not require the removal or relocation of Company's Facilities, the City shall notify Company sufficiently in advance of the excavation or work to enable Company to take such measures as it may deem necessary to protect its Facilities from damage and inconvenience, or from injury or damage to the public or the Rights-of-Way. If Company cannot take such measures, Company shall be required to relocate its Facilities in accordance with this Section, in which case Company shall, upon request, furnish field markings to the City showing the location of all of its Facilities in the area involved in such proposed excavation or work.

C. The City reserves all rights to:

1. Construct, install, maintain and operate any public improvement, work or Facility, to do any work that the City may find desirable on, over or under any Rights-of-Way, and to construct, install, maintain and operate any public improvement, work or Facility;

2. Vacate, alter or close any Rights-of-Way, all such work to be done in such manner as not to obstruct, injure or prevent free use and operation of Company's Facilities; and

3. Require the removal or relocation of Company's Facilities in the Rights-of-Way as may reasonably be required after notice to Company, including but not limited to City projects for the installation of landscaping, or of water, sanitary sewer, storm drainage, traffic signal or street light Facilities, or of any road construction or reconstruction.

D. Company shall remove and relocate such Facilities within sixty days following written notice to do so from the City. Prior to any such relocation, the City agrees to provide for a temporary suitable location for such relocated Facilities sufficient to maintain service.

E. Subject to Subsection (F), all costs directly attributable to removal or relocation of Company Facilities shall be paid by Company.

F. The City may require Company to relocate its Facilities to accommodate another Rights-of-Way user, if Company's and the other user's Facilities can both be located in the Rights-of-Way without interfering with Company's operations, subject to the following conditions:

1. The other user shall pay Company the costs of any relocation occasioned by such user.

2. Company shall remove and relocate its Facilities upon receipt of payment of Company's estimated costs from the other user.

3. If Company's estimated costs do not cover all of Company's final costs of the removal or relocation, Company shall bill the other user for the balance of the costs following completion of the work benefiting the other user, and the other user shall pay Company any balance due within thirty days of the billing statement.

4. If Company's estimated costs exceed Company's final costs of the

removal or relocation, Company shall refund any overpayment to the other user within thirty days after completion of the work benefiting the other user.

G. When the City proposes to improve a Rights-of-Way, including but not limited to work related to streets, sidewalks, landscaping, traffic signalization, water lines, storm drainage or sanitary sewers, and such improvements include excavation and the placement of underground utilities vaults and conduit sufficient for Company's Facilities by and at the expense of someone other than Company, then upon notification by the City and upon such reasonable scheduling as may be required by the City, Company shall replace its overhead Facilities as are then within the affected Rights-of-Way with underground Facilities within such area. Company shall pay all costs of such underground placement. The conversion from overhead to underground shall be conditioned upon the City requiring the undergrounding in the area in which both the existing and new Facilities are and will be located and on the City requiring all existing overhead communication and utility Facilities in such area be removed.

H. Nothing in this Section shall require Company to place its Facilities in ducts or conduits owned or leased by the City.

SECTION 13: NO VESTED LOCATION RIGHTS; VACATED RIGHTS-OF-WAY

Company shall not acquire any vested right or interest in any particular Rights-of-Way location for any of its Facilities constructed, operated or maintained in any existing or proposed Rights-of-Way, even though such location was approved by the City; provided that whenever the City vacates Rights-of-Way for the convenience or benefit of any person, the City shall preserve Company's rights for any legally established, existing Facilities of Company in such vacated portion of the Rights-of-Way.

SECTION 14: TEMPORARY AND EMERGENCY MOVEMENT OF FACILITIES

A. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise

the cables or wires or other apparatus of Company to permit the passage of any building, machinery or other object, Company shall perform such rearrangement upon the receipt of written notice from the person desiring to move said building, machinery or object. The written notice shall detail the route of movement of the building, machinery or object. The costs incurred by Company in making such rearrangements of its aerial Facilities will be borne, excepting the City, by the person seeking such rearrangement, unless the aerial Facilities are placed or maintained in violation of the applicable rules of any local, state or federal regulatory agency and thereby interferes with the movement of said building, machinery or object.

B. Whenever, in the case of an emergency, it becomes necessary to remove any of Company's Facilities, the City shall not be liable to Company for any charge, loss, damage, restoration cost or repair resulting from the emergency removal.

SECTION 15: MAPS OF FACILITIES

Company shall maintain on file maps and operational data pertaining to its operations in the Rights-of-Way, which the City may inspect at any time during normal business hours upon reasonable notice to Company. Upon request of the City, Company shall furnish to the Public Works Director, as soon as practical and without charge, current maps either in a hard-copy printed form or in the City's geographical information system format or compatible data base, showing the location and dimension of any existing and proposed Facilities, but not other proprietary information, used in operating Company's Facilities in the Rights-of-Way.

SECTION 16: NOTIFICATION TO RESIDENTS OF CONSTRUCTION PROJECTS

Except in the case of emergency work performed pursuant to Section 9, when Company is the initiator of a project in the Rights-of-Way along which residential yards are located, Company shall give written notification to residents who are located adjacent to the proposed project at least two days prior to the date on which Company proposes to commence

construction. Such notice shall be by personal delivery, by posted notice on the street where the proposed project is scheduled to be built (which notice is to be large enough to be clearly read by passing motorists), by door hanger or by mail, with a description of the proposed project, Company's name, and telephone number at which Company can be reached twenty-four hours per day.

SECTION 17: SECURITY FOR PERFORMANCE

A. As security for performance of its obligations under this Agreement and the Code, Company shall at all times provide security in the form of a letter of credit, performance bond or cash deposit, delivered to the Director of Department of Finance and Business Services, in the amount of one hundred thousand dollars ($100,000.00), to remain in force during the term of this Agreement, any or all of which may be claimed by the City as payment for fees and liquidated damages, and to recover losses resulting to the City from Company's failure to perform.

B. Any bond provided pursuant to Subsection (A) shall:

1. In addition to all other costs, provide for payment of Reasonable Attorney's Fees;

2. Be issued by a surety company authorized to do business in the state of Nevada and listed in Department Circular 570 of the U.S. Department of the Treasury Fiscal Service (Current Revision);

3. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney;

4. Guarantee the performance of all of Company's obligations under this Agreement and the Code.

C. The following procedures shall apply to drawing on the security required herein:

1. If Company fails to make timely payment to the City of any amount due

under this Agreement or the Code, or fails to compensate the City within thirty days of written notification that such compensation is due, for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Company in connection with this Agreement or its enforcement, or fails, after thirty days' written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any penalties, from the security.

2. Within three days of a withdrawal from the security, the City shall mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Company.

3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Company to the City until it is paid.

4. No later than thirty days after the mailing of notification to Company of a withdrawal from the security, Company shall restore the security to the total amount specified in Subsection (A).

D. Failure to maintain or restore the security shall constitute a material violation of this Agreement.

E. Recovery by the City of any amounts under the security required by this Section does not limit Company's duty to provide insurance or to indemnify the City as otherwise required by this Agreement.

SECTION 18: INSURANCE REQUIREMENTS

A. Company shall at all times during the term of this Agreement maintain in full force and effect, at its own cost, a general comprehensive liability insurance policy for the

protection of the City, which shall:

1. Be issued by an insurance company approved by the City and in a form satisfactory to the City Attorney;

2. Name the City and its elected and appointed officers, boards, commissions, agents and employees as additional insureds;

3. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Company's operations under this Agreement, with minimum liability limits of one million dollars ($1,000,000.00) for personal injury or death of any one person and three million dollars ($3,000,000.00) for personal injury or death of two or more persons in any one occurrence and five hundred thousand dollars ($500,000.00) for damage to property resulting from any one occurrence; and

4. Contain a provision that a written notice of cancellation of or reduction in coverage shall be delivered to the City at least thirty days in advance of the effective date thereof.

B. Company's insurance shall be provided by "occurrence", not "claims made" policies, unless the City, in its discretion, agrees to accept a claims-made policy. If insurance coverage is provided by a claims-made policy, Company shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two years of any occurrence.

C. Recovery of any amount by the City from the insurance required by this Section does not limit Company's obligation to provide security or to indemnify the City as otherwise required by this Agreement.

SECTION 19: INDEMNIFICATION

A. Company shall defend, indemnify and hold the City harmless from and against all claims for damages to persons or property in any way related, directly or indirectly, to the

construction, maintenance and operation of its Facilities or its use of the Rights-of-Way, or to its performance under this Agreement, when or to the extent injury or damage is caused or alleged to have been caused, wholly or in part, by any act, omission, negligence or misconduct of Company or any of its contractors, subcontractors, officers, agents or employees, or by any person for whose act, omission, negligence or misconduct Company is by law responsible. This Section is intended to require Company to indemnify the City to the maximum extent allowed by law for claims related to Company's use of the Rights-of-Way and is not intended to create liability for the benefit of any party other than the City.

B. If any claim is made against the City that is covered by Subsection (A), and if a Court of competent jurisdiction shall adjudge by final decree that the City is liable therefor, Company shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses and Reasonable Attorney's Fees incurred by the City in defense thereof and incurred at any stage of the proceedings.

C. Upon commencement of any suit, proceeding at law or in equity against the City relating to any matter covered by Subsection (A), the City shall give Company prompt notice of such suit or proceeding; whereupon Company shall provide a defense to any such suit, including any appellate proceedings brought in connection therewith, and pay any settlement, costs and judgments that may be rendered against the City by reason of such suit.

D. If Company fails to comply with its obligations under Subsection (C), after reasonable notice to it by the City, the City shall have the right to defend any claims against it and, in addition to being reimbursed for any settlement or judgment that may be rendered against the City, Company shall reimburse the City's Reasonable Attorney's Fees and all expenses incurred by the City by reason of undertaking the defense of such suit, regardless of whether such suit is successfully defended or settled, or fully adjudicated. If the City is required to

defend any such suit because of Company's failure to do so, the City shall have the right and authority to enter into any settlement as the City may deem in its best interest, without the prior approval Company.

SECTION 20: TRANSFER OF FRANCHISE

A. No transfer of this Agreement or the Franchise granted herein (including but not limited to transfer by forced or voluntary sale, receivership or similar means) shall occur unless prior application is made by Company to the City. No application for a transfer shall be granted unless all of the following conditions are met:

1. Company and the transferee agree in writing to the transfer, in a form acceptable to the City.

2. The transferee agrees that it will accept all terms of this Agreement and will assume all of the obligations and liabilities for all acts and omissions, known and unknown, of Company under this Agreement for all purposes, whether such obligations and liabilities arose before or arise after the date of the transfer.

3. The transferee provides proof that it has a CPCN authorizing it to provide Telecommunications Service in the City.

4. The transferee provides security for performance and insurance coverage in compliance with Sections 17 and 18, respectively, no later than the date of the transfer.

B. Approval by the City of a transfer does not constitute a waiver or release of any of the rights of the City under this Agreement against Company, whether arising before or after the date of the transfer.

SECTION 21: DEFAULT; REMEDIES NOT EXCLUSIVE

A. All remedies and penalties under this Agreement are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty

is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Company by this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon Company by this Agreement shall not be a waiver of any other or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself. For purposes of this Section, "Director" means the Director of the Department of Finance and Business Services, or his or her designee.

B. Company agrees that an "Event of Default" shall include but not be limited to any of the following acts or failure to act by the Company:

1. Failure to obtain any applicable permits or pay any applicable permit fees pursuant to this Agreement;

2. Failure to comply with the terms of Section 20 concerning the transfer of this Agreement;

3. Failure to supply the necessary security for performance or insurance as specified in Sections 17 and 18;

4. Failure to make any payment required by Sections 5(A) or 6 of this Agreement within the period provided for such payment;

5. Failure to comply with any rules, regulations, orders or directives of the City as set forth in this Agreement within applicable periods; or

6. Substantial or repeated failure to comply with Section 11 concerning installations, excavations and restorations.

C. Upon the occurrence of an Event of Default, the City may, in accordance with the

procedures provided for in this Agreement:

1. Require Company to take such actions as are reasonably required to remedy such Event of Default;

2. Seek money damages from Company as compensation for such Event of Default;

3. Accelerate the expiration of the term of this Agreement by decreasing the term of this Agreement provided in Section 3, the extent of such acceleration to be determined by the City Council, including any period of time up to the remaining term of this Agreement; or

4. As a last measure only, revoke the Franchise granted herein by termination of this Agreement.

D. The City shall exercise the rights set forth in this Section in accordance with the following procedures:

1. The Director shall notify Company, in writing, of an alleged Event of Default. This written notice shall set forth with reasonable specificity the facts the City believes are the basis for declaring that an Event of Default has occurred. Company shall, within sixty days of the date of the notice, or such additional time as the Director may specify in the notice: (a) cure the alleged Event of Default; (b) present in writing, for review by the Director, a reasonable time frame and method to cure the Event of Default; or (c) present in writing with reasonable specificity, for review by the Director, facts and arguments as to why Company disagrees that an Event of Default has occurred.

2. If Company presents a written response that challenges whether an Event of Default has occurred, the Director shall within fourteen days review the submitted materials and determine again whether an Event of Default has occurred. If the Director reaffirms that an Event of Default has occurred, Company shall be notified in writing of this decision and shall,

within thirty days, cure the alleged Event of Default.

3. If Company fails to cure the Event of Default so declared pursuant to this Section within the time permitted by the Director, the Director shall prepare a written report to the City Council and recommend action to be taken. The City Council may order an appropriate remedy as set forth in this Section.

E. In addition to the rights under this Section, the City, upon any termination, may direct Company to remove, at Company's sole cost and expense, any of its Facilities from all Rights-of-Way, subject to the following:

1. If Company fails to remove its Facilities from the Rights-of-Way within 30 days after termination of this Agreement and the City determines that removal of any buried cable or conduit is not necessary, Company shall abandon its Facilities in place and, if requested by the City, transfer ownership of the installed Facilities to the City.

2. In removing any part of its Facilities, Company shall refill and compact any excavation that shall be made by it and shall leave all Rights-of-Way in as good a condition as that prevailing prior to Company's removal of the Facilities.

3. The City shall have the right to inspect and approve the condition of the Rights-of-Way after removal has occurred.

4. The removal shall commence within thirty days of an order to remove being issued by the Director at the direction of the City Council.

5. Company shall be responsible for all necessary removals of its Facilities and maintenance of the Rights-of-Way area in the same manner and degree as if the Facilities were in active use, and Company shall retain all liability associated with such removals.

6. Nothing herein shall cause the City to incur any costs related to the removal of the Company's Facilities or the transfer of ownership of said Facilities to the City.

SECTION 22: LIQUIDATED DAMAGES

A. In addition to the remedies specified in Section 21, Company may be subject to the assessment of liquidated damages by the City Manager for any violation of this Agreement in accordance with the provisions of this Section.

B. Except for causes beyond the reasonable control of Company, if Company fails to comply with any of its obligations under this Agreement, the City Manager may deliver to Company a reasonably detailed written notice describing the violation on the part of Company. Company shall cure any such violation no later than thirty days after receipt of the notice of violation; provided that if the nature of violation is such that it cannot be fully cured within thirty days, the City Manager may extend the period of time for Company to cure the violation for such additional time as is reasonably necessary to complete the cure if, in the City Manager's reasonable judgment, Company promptly begins its efforts to cure the violation and diligently pursues its efforts to effect a cure.

C. If a violation has not been cured within the time allowed by Subsection (B), Company shall be liable for liquidated damages as follows:

1. Failure to comply with the City's requirements concerning usage of the Rights-of-Way resulting in actual impediments to use of the Rights-of-Way for construction work, vehicular traffic, pedestrian traffic or other lawful uses, including but not limited to any violations resulting in construction-delay claims against the City: $500.00 per day for each day such failure continues.

2. Failure to comply with any other provisions of this Agreement, including but not limited to promptly providing data, documents, reports or information to the City, or to provide insurance or security for the performance of Company's obligations hereunder: $100.00

per day for each day such failure continues.

D. The amounts specified in Subsection (C) constitute compensation for injuries to the City and its residents that would be difficult to ascertain and prove with certainty and are intended to be liquidated damages, not penalties or forfeitures.

SECTION 23: DRAWING UPON SECURITY UPON REVOCATION

In the event that a revocation of the Franchise is declared pursuant to Section 21 above, it shall be deemed a failure to perform on the part of Company, and the City may proceed against and draw upon, as required, the security provided for in Section 17 above for amounts due under this Agreement.

SECTION 24: ADDITIONAL CITY RIGHTS

Pursuant to the City Charter and applicable State statute, the right and privilege of the City to purchase or condemn Company's Facilities located within the City is expressly recognized herein.

SECTION 25: SEVERABILITY

If any provision, condition, covenant or portion of this Agreement is for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity or enforceability of the remaining portions of this Agreement. With respect to any portion of this Agreement held to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City Council hereby declares that it would have approved this Agreement and each portion thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

SECTION 26: NOTICES

Any notice or other communication required or permitted to be given under this Agreement (the "Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notice shall be deemed received on the date of actual receipt or refusal of delivery. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

TO THE CITY:	Director – Finance and Business Service City of Las Vegas 400 Stewart Avenue, 6th Floor Las Vegas, Nevada 89101
with a copy to:	City Attorney's Office City of Las Vegas 400 Stewart Avenue, 9th Floor Las Vegas, Nevada 89101
TO COMPANY:	tw telecom of nevada llc Attn: Kristie Ince Vice President Regulatory Affairs tw telecom inc. 2805 Dallas Parkway, Suite 140 Plano, TX 75093
with a copy to:	tw telecom of nevada llc Senior V.P. & Deputy General Counsel 10475 Park Meadows Drive Littleton, CO 80124

SECTION 27: PUBLIC PURPOSE

All of the regulations provided in this Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Agreement, acting for the City in the discharge of his or her duties, shall not thereby render himself personally liable; and

he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the City nor Company by accepting this Agreement waives its right to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved and all terms and provisions hereof shall be enforceable through injunctive relief. Neither party shall be liable for any consequential or punitive damages, including lost profits.

SECTION 28: APPLICABLE LAW

This Agreement is governed by and construed and enforced in accordance with the laws of the State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

SECTION 29: PUBLIC UTILITIES COMMISSION AND CHARTER REQUIREMENTS

This Agreement is subject to and contingent upon Company complying with all applicable rules and regulations of the Public Utilities Commission of Nevada and the City adopting a Resolution, conducting a public hearing and enacting an Ordinance granting this Franchise to Company in accordance with Section 7.050 of the City Charter.

SECTION 30: DISCLOSURE OF OWNERSHIP AND PRINCIPALS

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Company warrants that it has disclosed, on the "Disclosure of Ownership/Principals" form attached hereto, all principals, including partners, of Company, as well as all persons and entities holding more than a 1% interest in Company or any principal of Company. If Company, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the

Securities and Exchanges Commission or by the Employee Retirement Income Security Act), and attaches current copies of such federal disclosures to Exhibit A, the requirements of this Section shall be satisfied. Throughout the term hereof, Company shall upon written request by the City, provide the City with updates concerning any material changes to the disclosures required by this Section.

EXECUTED to be effective on the date specified above.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

1/3/11
Date

tw telecom of nevada llc,
a Delaware limited liability company,
by tw telecom management co. llc,
its sole member

By: Tina Davis

Its: SVP & Deputy General Counsel

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

tw telecom of nevada llc

Name

10475 Park Meadows Drive
Littleton CO 80124

Address

303-566-1000

Telephone

EIN or DUNS EIN 84-1560861

Block 2 — Description

Subject Matter of Contract/Agreement:

Franchise 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.	tw telecom management co. llc	10475 Park Meadows Dr. Littleton, CO 80124	303-566-1000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of 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.

Tina Davis
Name

1-4-2011
Date

Subscribed and sworn to before me this 4th day of January, 2011.

Cheryll B Hart
Notary Public

My commission expires 3/03/2013

CHERYLL B. HART NOTARY PUBLIC STATE OF COLORADO

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-5 – Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the permitting and identification requirements for news racks. The bill includes authorization for permit sticker fees in the amount of $50 and an application fee in the amount of $2. The bill also will allow news racks to be bolted to sidewalks if done in an approved manner.

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. 2011-5
2. Business Impact Statement

BILL NO. 2011-5

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NEWS RACKS; UPDATING PERMITTING AND IDENTIFICATION REQUIREMENTS, INCLUDING AUTHORIZATION FOR PERMIT STICKER FEES; AUTHORIZING THE BOLTING OF NEWS RACKS TO SIDEWALKS; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 13, Chapter 24, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.24.020: (A) Every person or other entity which places or maintains a news rack on a public sidewalk or parkway of the City shall: [have his or its name, address and telephone number affixed thereto in a place where such information may be easily seen, but such information shall not take up space on the rack in excess of six square inches. The City shall issue an identification number for each authorized news rack. The identification number shall be displayed upon each news rack so that it is prominent and readily visible.]

(1) Obtain from the City a permit sticker for that news rack in accordance with Subsection (B) of this Section;

(2) Affix to the news rack, in a prominent location so as to be readily visible from the adjacent roadway, the permit sticker referred to in Paragraph (1) above;

(3) Affix to the news rack, in a prominent location so as to be readily visible but limited to an area no greater than six square inches, the name, address and telephone number of the persons or entities responsible for the placement and maintenance of the news rack; and

(4) Maintain in place and in readable condition the permit sticker and other information affixed to the news rack in accordance with this Subsection (A).

(B) Permit stickers for authorized news racks will be issued by the City on an annual basis, or as needed. In accordance with Section 13.24.025, the Director is authorized to charge

a fee for each initial, renewal or replacement permit sticker, and the fee must be paid in order to obtain such a sticker. A permit sticker must be affixed to the news rack to which it pertains within thirty days after its issuance.

SECTION 2: Title 13, Chapter 24, 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 25, reading as follows:

13.24.025: (A) The Director is authorized to charge the following fees under this Chapter:

(1) A nonrefundable permit sticker fee of fifty dollars for each initial, renewal or replacement permit sticker issued under Section 13.24.020.

(2) A nonrefundable application fee of two dollars for each application submitted under Section 13.24.085 or 13.24.210, or two dollars for each location applied for if the Director accepts multi-location applications.

(B) The fees authorized by this Section are intended, and may only be used, to partially offset the costs of processing applications, issuing permit stickers, and administering and enforcing this Chapter.

SECTION 3: Title 13, Chapter 24, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.24.110: Notwithstanding any other provision of this Chapter, no news racks shall be placed, installed, used or maintained:

(A) Within five feet of any marked crosswalk;

(B) Within seventeen feet of the curb return of any unmarked crosswalk;

(C) Within five feet of any fire hydrant, fire call box, police call box or other emergency facility;

(D) Within five feet of any driveway or alley;

(E) Within twenty-five feet ahead of, and five feet to the rear of, any sign marking a designated bus stop;

(F) Within six feet of any bus bench;

(G) In such a manner as to impede or interfere with the reasonable use of a window

used for display purposes;

(H) In such a manner as to be [permanently] affixed to any sidewalk, street or other City property[;], except as provided in LVMC 13.24.115;

(I) Within six feet of the boundary of the Fremont Street Experience pedestrian mall, as described in LVMC 11.68.040; or

(J) Without displaying thereon the information and identification number described in Section 13.24.020.

SECTION 4: Title 13, Chapter 24, 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 115, reading as follows:

13.24.115: (A) A news rack may be affixed to a sidewalk by bolts or other similar means if:

(1) The means of doing so is approved by the Director or is in accordance with a standard established by the Director; and

(2) The installation is performed in a manner that does not disturb the integrity of the sidewalk and that will allow the news rack to be removed without damage to the sidewalk.

(B) The person responsible for the placement of a news rack under this Section shall be responsible for any damage to the sidewalk that may remain after the news rack is removed and shall ensure that the sidewalk is restored to a safe and serviceable condition.

SECTION 5: 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 6: 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 7: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-19-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2011-5
(Updates the permitting and identification requirements for news racks, including authorization for permit sticker fees)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-5, that will update the permitting and identification requirements for news racks, including authorization for permit sticker fees.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A notice was sent to owners/operators of news racks within the City, informing them of the proposed ordinance and inviting them to provide written comments with respect to business impact. Written comments were received from three companies. As to business impact, the summary of the comments, which is available to interested persons as part of this business impact statement, is as follows:

–Imposing fees at this time will be unduly burdensome on news rack operators.

–As a result of the imposition of fees, distributors will have to give consideration to engaging in other means of distribution, including distribution by hand.

–The amount of the proposed fee is excessive in relation–both in relation to the need and with reference to what is constitutionally permissible.

–The principal burden of fees should be on those who do not follow the ordinance requirements, rather than having all permittees bear permit-related fees in the same amount.

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:

Increased fees (permit-related fees not having been charged previously)

Beneficial effects:

Establish a revenue source to help offset the cost of news rack regulation

Direct effects:

(See adverse effects and beneficial effects above)

Indirect effects:

None noted

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:

In response to the comments received, a meeting was scheduled for the purpose of discussing the concerns. Representatives of two of the responding companies attended. Among the items discussed was the possibility of allowing news racks to be bolted to sidewalks, which was represented as being a step the City could take to soften the impact of the proposed ordinance. Following the meeting, it was to decided to 1) include language in the ordinance to allow bolting, but 2) not to make any fee-related adjustment.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

$122,000

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

$104,000

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Help offset the costs of news rack regulation and enforcement

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

N/A

Date: January 19, 2011

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-6– Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Sponsored by: Councilman Steve Wolfson

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will provide that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Any laws and regulations of other regulatory bodies that might apply to liquor stores will continue to apply.

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. 2011-6
2. Business Impact Statement

BILL NO. 2011-6

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THAT THE CITY'S REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGES DO NOT PROHIBIT A MINOR FROM ENTERING OR REMAINING IN A LIQUOR STORE WITH A PACKAGE LICENSE AS LONG AS THE MINOR IS CONTINUOUSLY ACCOMPANIED BY THE MINOR'S PARENT OR LEGAL GUARDIAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steve Wolfson

Summary: Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

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.

"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 (except as provided for in LVMC 6.50.170) 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 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.170: (A) A package license authorizes the sale, to consumers only and not for resale, of alcoholic beverages, in original sealed or corked containers, for consumption off the premises where the same are sold. **[**; however, on-premises wine, beer, cordial and liqueur tasting is permitted at a liquor store**]** In addition, a liquor store that holds a package license may provide on-premises wine, beer, cordial and liqueur tasting, but only if the licensee also holds a wine, beer, cordial and liqueur tasting license for that location.

(B) Nothing in this Chapter prohibits a minor from entering or remaining in a liquor store that holds a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or

phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-19-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2011-6
(Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-6 , that would provide that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

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:

Additional shopping option for customers

Direct effects:

See 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:

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: January 19, 2011

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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.: **56.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

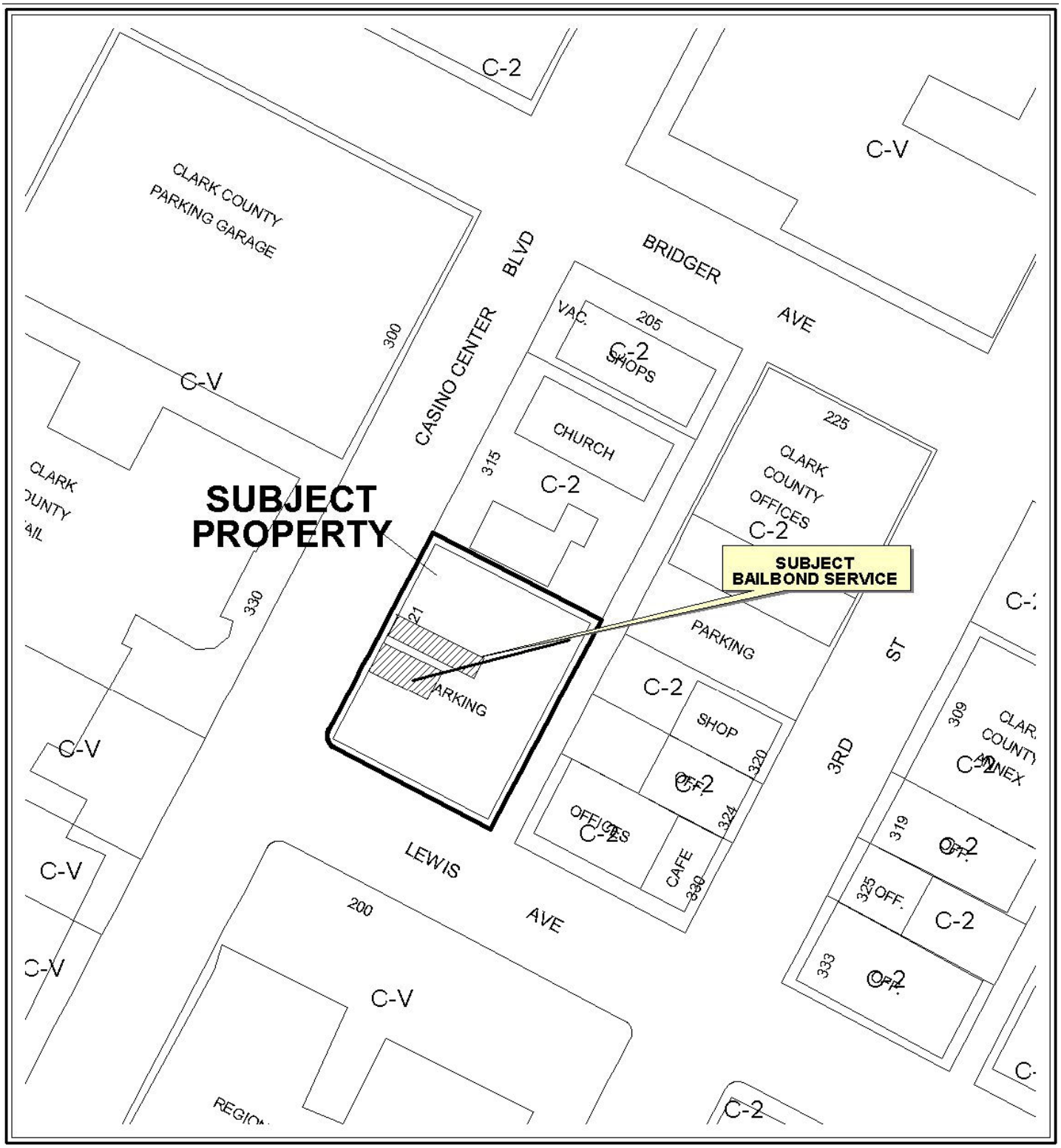
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-40578 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: OAK BROOK REALTY & INVESTMENTS II, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36552) FOR A PROPOSED 1,624 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suites #110 and #115 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). 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-36552
5. Justification Letter



CASE: **EOT-40578**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

CASE: **EOT-40578**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: OAK BROOK REALTY & INVESTMENTS II, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40578	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40578 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-36552) shall expire on January 20, 2012 unless another Extension of Time request is approved by City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-36552) 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 occupied by an existing parking garage with previous approval for a Special Use Permit (SUP-36552) for Bailbond Services at 321 South Casino Center Boulevard, Suites 110 and 115. Plan Check and subsequent building permits were issued for tenant improvements for the proposed build-out, but all have since expired. The applicant is requesting additional time to complete construction due to ongoing disputes with their engineer.

Note: There is a second Special Use Permit (SUP-36551) approved for a Bailbond Service in Suite 105 that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/24/63	The Board of City Commissioners approved a request for Rezoning (Z-0159-62) from C-1 (Limited Commercial) to C-2 (General Commercial) of property generally located on the east side of 2nd Street between Bridger and Lewis.
02/19/03	The City Council approved a request for a Site Development Plan Review (SDR-1298) and a waiver of the Downtown Centennial Plan building setback standards for a proposed eight-level Parking Garage with ground level retail (17,959 square feet) on 0.56 acres adjacent to the northeast corner of Lewis Avenue and Casino Center Boulevard. The Planning Commission and staff recommended approval.
01/05/05	The City Council approved a request for an Extension of Time (EOT-5631) of a previously approved Site Development Plan Review (SDR-1298) for a proposed eight-level Parking Garage with ground level retail (17,959 square feet) on 0.56 acres adjacent to the northeast corner of Lewis Avenue and Casino Center Boulevard.
02/21/07	The City Council approved a request for a Special Use Permit (SUP-18695) for a proposed Bailbond Service at the northeast corner of Casino Center Boulevard and Lewis Avenue. The Planning Commission and staff recommended approval.
03/21/07	The City Council approved a request for a Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. The Planning Commission and staff recommended approval.
05/07/08	The City Council approved a request for an Extension of Time (EOT-27576) of a previously approved Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/20/10	The City Council approved a request for a Special Use Permit (SUP-36551) for a proposed 1,079 square-foot Bailbond Service at 321 South Casino Center Boulevard, Suite 105. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-36552) for a proposed 1,624 square-foot Bailbond Service at 321 South Casino Center Boulevard, Suites 110 and 115. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
01/24/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/02/09	Plan Check #34361 was issued for tenant improvements build-outs for a Certificate of Completion at 321 South Casino Center Boulevard. The Plan Check expired on 04/02/10.
10/09/09	A building permit (148408) was issued for tenant improvement build-outs at 321 South Casino Center Boulevard. The permit expired on 04/02/10.
06/07/10	A building permit (165295) was processed for tenant improvement build-outs at 321 South Casino Center Boulevard. The permit expired on 09/15/10 with comments annotated that D&R Construction requested the permit cancelled.
There has not been any business licenses issued for the subject site.	

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	0.55

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Parking Garage-Proposed Bailbond Service	C (Commercial)	C-2 (General Commercial)
North	Church	C (Commercial)	C-2 (General Commercial)
South	Regional Justice Center	PF (Public Facilities)	C-V (Civic)
East	Offices, Wedding Chapel	C (Commercial)	C-2 (General Commercial)
West	Clark County Jail	PF (Public Facilities)	C-V (Civic)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (Office Core)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
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-36552) for a proposed 1,624 square-foot Bailbond Service at 321 South Casino Center Boulevard, Suites 110 and 115. Plan Check 34361 and subsequent building permits (148408 and 165295) were issued for tenant improvements for the proposed build-out, but all have since expired. No business licenses have been issued for the proposed use.

FINDINGS

The Special Use Permit (SUP-36552) has not met Title 19.18.060 requirements to exercise the entitlement as a business license has not yet been issued for the proposed use. The applicant is requesting an Extension of Time due to ongoing disputes with their engineer, but anticipates completing construction within the next 3-4 months. The Special Use Permit (SUP-36552) still complies within the minimum requirements of Title 19.04 for a Bailbond Service; therefore, staff is recommending approval with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-36552) 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-40578** APN: 139-34-201-020

Name of Property Owner: Oak Brook Realty & Investments II LLC

Name of Applicant: Oak Brook Realty & Investments II LLC

Name of Representative: Kim M. Plencner

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: Kim Marvin Plencner, Managing Member

Subscribed and sworn before me

This 20th day of December, 2010

_____

Notary Public in and for said County and State

OFFICIAL SEAL
PAMELA JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/23/11

RECEIVED
DEC 23 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of time SUP-36552-special use permit bail bonds

Project Address (Location) 321 Casino Center, #110 & 115, Las Vegas, Nevada

Project Name Bail Bonds, 110 & 115 **Proposed Use** Bail Bonds

Assessor's Parcel #(s) 139-34-201-020 **Ward #** 3(Reese)

General Plan: existing C-2 proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 1,624 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Oak Brook Realty & Investments I LLC **Contact** Kevin Plencner

Address 1000 Royce **Phone:** (630) 268-4000 **Fax:** (630) 268-4444

City OakBrook Terrace **State** IL **Zip** 60181

E-mail Address kvplncn@aol.com

APPLICANT Oak Brook Realty & Investments II LLC **Contact** Kevin Plencner

Address 1000 Royce **Phone:** (630) 268-4000 **Fax:** (630) 268-4444

City Oakbrook Terrace **State** IL **Zip** 60181

E-mail Address kvplncn@aol.com

REPRESENTATIVE Kevin M. Plencner **Contact** Kevin M. Plencner

Address 1000 Royce **Phone:** (847) 609-4663 **Fax:** (630) 268-4444

City Oakbrook Terrace **State** IL **Zip** 60181

E-mail Address kvplncn@aol.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 Kim Marvin Plencner, Managing Member

Subscribed and sworn before me

This 20th day of December, 2010.

_____

Notary Public in and for said County and State

OFFICIAL SEAL
PAMELA JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/23/11

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-40578
Meeting Date:	2-2-11
Total Fee:	$300.00
Date Received:*	12-23-10
Received By:	JFmill

*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

RECEIVED
DEC 23 2010

TENANT IMPROVEMENT FOR UNIT #110
LOCATED AT THE FIRST FLOOR OF
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA

OAKBROOK REALTY & INVESTMENT, LLC
8100 ROYCE BOULEVARD
OAKBROOK TERRACE, IL 60181

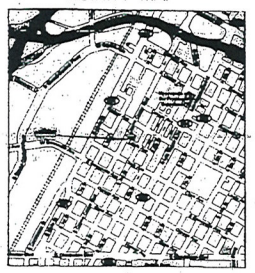
ARCHITECT
PRINCIPAL DESIGN PROFESSIONAL
THOMAS J. O'NEILL
ARCHITECTURE DESIGN & DEVELOPMENT
2160 W. CHARLESTON BLVD.
SUITE J
LAS VEGAS, NV 89102
TELEPHONE: 702-382-0427
FAX: 702-382-9952
EMAIL: add@lvcm.com

MECHANICAL & PLUMBING ENGINEER
MOE KAZEMEINI, MSME, P.E.
PRECISION DESIGN GROUP
6275 MCLEOD DRIVE
SUITE 6
LAS VEGAS, NV 89120
TELEPHONE: 702-307-0912
FAX: 702-307-0913
EMAIL: moe@pd-group.net

ELECTRICAL ENGINEER
NOSRAT ROUHANI, P.E.
NRC ENGINEERS, INC.
3320 WYNN ROAD
SUITE D
LAS VEGAS, NV 89102
TELEPHONE: 702-248-1592
FAX: 702-3248-1593
EMAIL: nosrat@nrceng.com

GENERAL CONTRACTOR
RICK RAINEY
MILLENNIUM CONSTRUCTION INC.
3900 S. HUALAPAI WAY
SUITE 140
LAS VEGAS, NV 89147
TELEPHONE: 702-533-6423
FAX: 702-688-6438
EMAIL: rickrainey@mcinv.net

VICINITY MAP



GENERAL NOTES

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETELY FAMILIARIZE HIMSELF WITH THESE PLANS AND THE EXISTING SITE CONDITIONS AND TO VERIFY ALL DETAILS WITH THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
2. ANY DEVIATIONS FROM STAMPED AND APPROVED CONTRACT DOCUMENTS WITHOUT PROPER WRITTEN NOTIFICATION TO THE ARCHITECT WILL VOID THE ARCHITECTS RESPONSIBILITY FOR THE PROJECT.
3. INDICATED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS-DO NOT SCALE DRAWINGS.
4. WHERE NECESSARY, THE SUB-CONTRACTOR IS TO PROVIDE LINE DIAGRAMS, LOAD CALCULATIONS, SHOP DRAWINGS, ETC. TO THE ARCHITECT FOR APPROVAL AND FOR ANY CHANGES AND OR SUBMITTAL
5. ALL WORK SHALL EQUAL OR EXCEED ALL CURRENT BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, FIRE SAFETY, AND ZONING CODE ISSUES.
6. THE CONTRACTOR SHALL DIRECT ALL INQUIRIES TO THE ARCHITECT REGARDING PLAN CLARIFICATIONS AND SUBMITTALS.
7. CONSTRUCTION TECHNIQUES SHALL CONFORM WITH ALL LOCAL CODES AND ALL APPLICABLE HANDICAPPED ACCESSIBILITY CODES (FEDERAL AND LOCAL)
8. ALL PRODUCTS AND SYSTEMS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OR DETAILS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CHECK AND VERIFY ALL DIMENSIONS BEFORE STARTING CONSTRUCTION.
10. FAILURE TO COMPLY WITH THE ABOVE GENERAL NOTES AND THE CONSTRUCTION DOCUMENTS WILL VOID THE ARCHITECT'S RESPONSIBILITY FOR SAID PART OR MEANING OF THE ABOVE NOTES. FAILURE TO MAKE THE ARCHITECT AWARE OF AND /OR FAILURE TO SUBMIT TO THE ARCHITECT FOR APPROVAL ANY CHANGES, SUBMITTALS, REVISIONS TO CONSTRUCTION DOCUMENTS SHALL ALSO VOID THE ARCHITECT'S RESPONSIBILITY FOR SAID CHANGES, SUBMITTALS OR REVISIONS.
11. ALL FINISHES ARE OWNER SELECT U.N.O.

CODE ANALYSIS

SCOPE OF WORK: BUILDING PERMIT FOR BAILBONDS OFFICE TENANT IMPROVEMENT OF UNIT #110 AT EXISTING GROUND LEVEL OF EXISTING GARAGE BUILDING.

CODES USED: 2006 I.B.C., 2006 IECC/IPC/IMC, 2005 NEC, ICC/ANSI A117.1-2003

ZONING: C-1/C-J DOWNTOWN OVERLAY

GROSS SITE AREA: 24,500 SQ. FT.

EXISTING BUILDING CONSTRUCTION TYPE: 1A

NEW T.I. SHELL CONSTRUCTION TYPE: 1A

OCCUPANCY GROUP: B (BUSINESS)

FLOOR AREA:

TENANT #110 = 1,024 SQ. FT.

ALLOWABLE FLOOR AREA (PER I.B.C. TABLE 503): UNLIMITED

OCCUPANCY LOADS (BUSINESS @ 1 PER 100 SQ. FT.):

TENANT #110 = 11

EXITS REQ'D & PROVIDED (PER I.B.C. TABLE 1016.1): 2

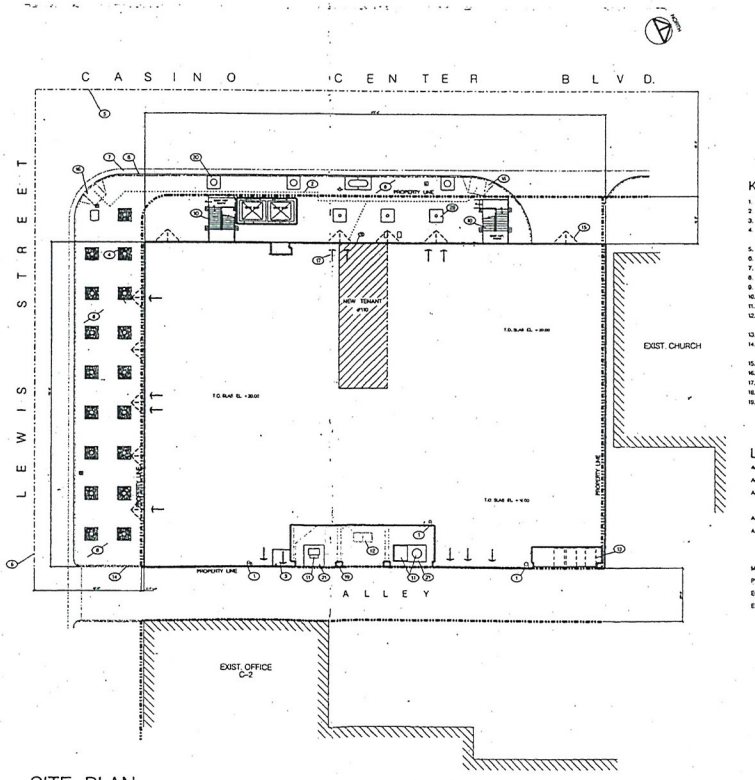
FIRE SPRINKLERS: PROVIDED @ GROUND FLOOR

PARKING REQ'D: 1,024 SQ. FT. @ 1/1000 = 5 SPACES

PARKING PROVIDED: 426 SPACES PROVIDED (INCLUDING 8 REGULAR HC SPACES & 2 VAN HC SPACES

PLUMBING ANALYSIS

AREA	OCCUPANCY	# OF OCCUPANTS	M.W.C.	W.W.C.	U.W.C.	M.LAV.	W.LAV.	U.LAV.
COMMON AREA	NA	1	0	0	1	0	0	1
TENANT #100	B	17	0 FUTURE	0 FUTURE	2 FUTURE	0 FUTURE	0 FUTURE	2 FUTURE
TENANT #105	B	11	1 FUTURE UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #110	B	11	1 UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #115	B	8	1 FUTURE UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					



SITE PLAN
1" = 20'

KEYNOTES

1. EXIST. DRAINS FROM ABOVE
2. ACCESSIBLE HC ROUTE
3. EXIST. FIRE RISER RM.
4. EXIST. CAST IRON GRATES AT EXIST. TREE WELLS
5. CENTERLINE OF STREET
6. EXIST. CONC. CURB
7. EXIST. CONC. GUTTER
8. EXIST. CONC. SIDEWALK
9. NOT USED
10. EXIST. STAIRS
11. EXIST. NEVADA POWER EQUIP.
12. EXIST. NEVADA POWER STEEL HATCH (AT GRADE) FOR ACCESS TO VAULT
13. TRASH CONTAINERS
14. EXIST. TOP OF CONC. CURB IS FLUSH W/EXIST. TOP OF ALLEY SURFACE
15. EXIST. BANNER FRAME ABOVE
16. EXIST. HC CURB RAMP
17. LOCATION OF EXIST. EXIT DOORS
18. NOT USED
19. EXIST. CONC. COL.
20. EXIST. CONC. GRATES AT EXIST. TREE
21. EXIST. 6" HIGH CONC. PAD FOR EQUIP.

LIST OF DRAWINGS

A-1 EXISTING SITE PLAN
A-2 EXISTING FIRST FLOOR PLAN
A-3 NEW TENANT IMPROVEMENT FLOOR PLAN, REFLECTED CEILING PLAN, SCHEDULES & DETAILS
A-4 HANDICAPP ACCESSIBLE DETAILS & SPECS
A-5 DETAILS

M1.01 MECHANICAL PLAN
P1.01 PLUMBING PLAN
EG.01 SPECIFICATIONS & LEGEND
E1.01 ELECTRICAL PLAN

REVISIONS	BY

TENANT IMPROVEMENT FOR UNIT #110
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BLVD.
LAS VEGAS, NV
OAKBROOK REALTY & INVESTMENT, LLC

ARCHITECTURE DESIGN AND DEVELOPMENT
702-382-0427
fax. 382-9952
2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

SITE PLAN, NOTES & LIST OF DRAWINGS

Date: 8/4/09
Scale: 1" = 20'-0"
Drawn:
Job:
Sheet: A-1 of

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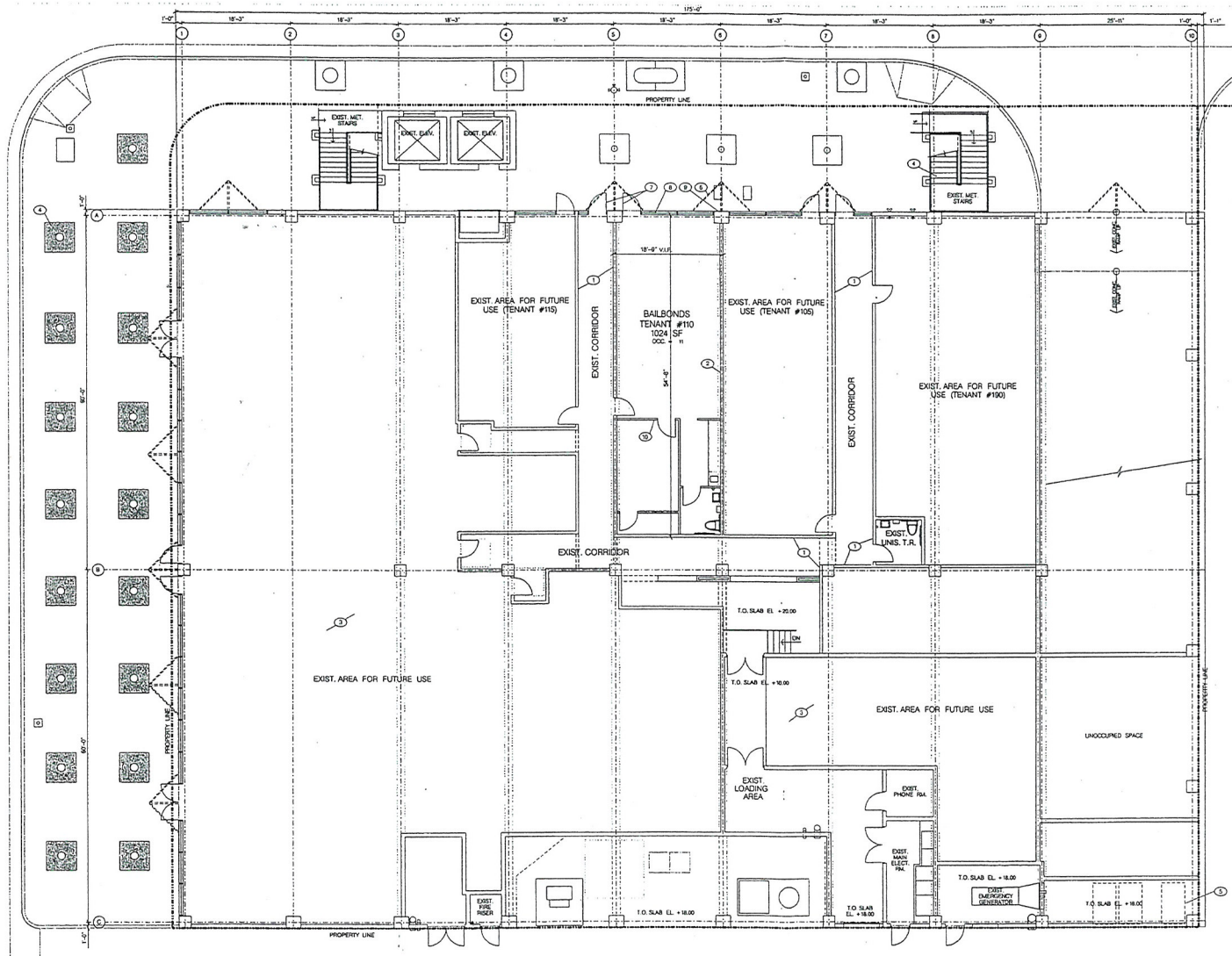
EOT-40578



NORTH

KEYNOTES

1. EXIST. MET. 6" STUD PARTION W/1 LAYER 5/8" GYP. BD. AT THE CORRIDOR SIDE
2. TENANT DIMESSING WALL (EXIST. MET. 6" STUD PARTITION)
3. EXIST. CONC. SLAB ON GRADE
4. EXIST. STAIRS
5. TRASH CONTAINERS
6. EXIST. AWNNER FRAME ABOVE
7. EXIST. STOREFRONT DOOR
8. EXIST. STOREFRONT WINDOWS
9. EXIST. CONC. COL.
10. NEW 3 5/8" MET. STUD PARTITION W/1 LAYER 5/8" GYP. BD AT EACH SIDE OF PARTITION - SEE DET. #1 SHEET A-5

FIRST FLOOR PLAN

1/8" = 1'-0"

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EOT-40578

REVISIONS	BY

TENANT IMPROVEMENT FOR UNIT #110
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BLVD.
LAS VEGAS, NV

OAKBROOK REALTY & INVESTMENT, LLC

ARCHITECTURE
DESIGN AND
DEVELOPMENT

702-382-0427
fax. 382-0952

2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

EXISTING FIRST FLOOR PLAN

Date: 8 /4 /09
Scale: 1/8" = 1'-0"
Drawn:
Job:
Sheet: A-2
of

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

January 22, 2010

Mr. Kevin Plencner
Oakbrook Realty & Investments
1000 Royce Boulevard
Oakbrook Terrace, Illinois 60432

RE: SUP-36552 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 20, 2010

Dear Mr. Plencner:

The City Council at a regular meeting held January 20, 2010 APPROVED the request for a Special Use Permit FOR A PROPOSED 1,624 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #110 and #115 (APN 139-34-201-020), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 21, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Bailbond Service 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. No temporary signage such as; banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining items or devices shall be displayed upon the subject property without appropriate permits.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

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EOT-40578

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink

OAKBROOK REALTY AND INVESTMENT, LLC

December 20, 2010

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

JUSTIFICATION LETTER/sup # 36552/bail bonds 321 Casino Center #110 & 115

We hereby request an extension of time for the special use permit referenced above, because of an ongoing dispute with our engineer, construction has been delayed. We anticipate completion of construction within the next three to four months. Your consideration is appreciated.

Sincerely;

Kevin M. Plencner

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DEC 23 2010

EOT-40578

1000 Royce Boulevard
Oakbrook Terrace, Illinois 60181
(630) 268-4000
FAX: 630 268 4444

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

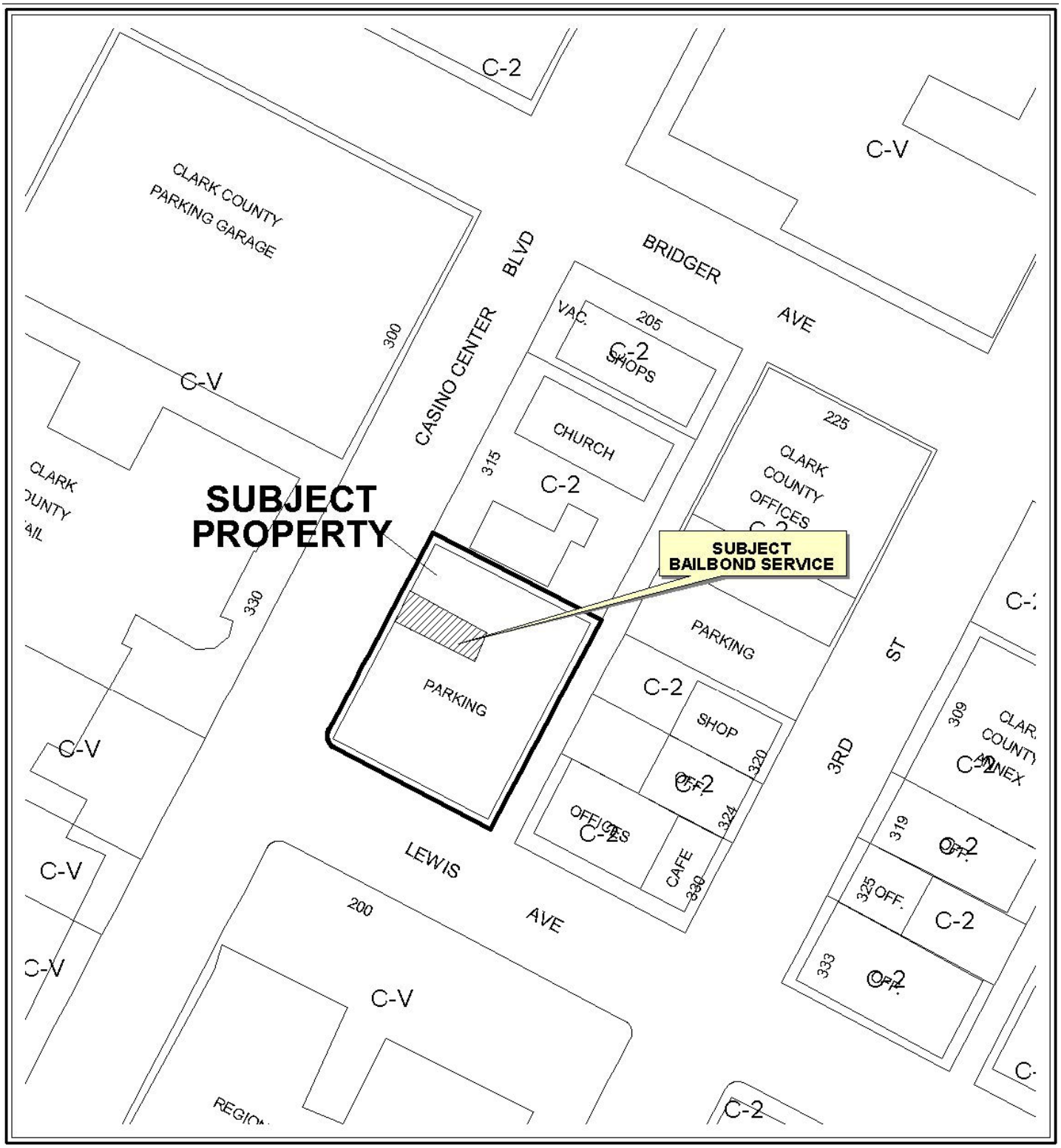
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-40580 - EXTENSION OF TIME - APPLICANT/OWNER: OAK BROOK REALTY & INVESTMENTS II, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36551) FOR A PROPOSED 1,079 **SQUARE**-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #105 (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). 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-36551
5. Justification Letter



CASE: EOT-40580

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 100 200 Feet

CASE: EOT-40580

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: OAK BROOK REALTY & INVESTMENTS II, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40580	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40580 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-36551) shall expire on January 20, 2012 unless another Extension of Time request is approved by City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-36551) 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 occupied by an existing parking garage with previous approval for a Special Use Permit (SUP-36551) for Bailbond Services at 321 South Casino Center Boulevard, Suite 105. Plan Check and subsequent building permits were issued for tenant improvements for the proposed build-out, but all have since expired. The applicant is requesting additional time to complete construction due to ongoing disputes with their engineer.

Note: There is a second Special Use Permit (SUP-36552) approved for a Bailbond Service in Suites 110 and 115 that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/24/63	The Board of City Commissioners approved a request for Rezoning (Z-0159-62) from C-1 (Limited Commercial) to C-2 (General Commercial) of property generally located on the east side of 2nd Street between Bridger and Lewis.
02/19/03	The City Council approved a request for a Site Development Plan Review (SDR-1298) and a waiver of the Downtown Centennial Plan building setback standards for a proposed eight-level Parking Garage with ground level retail (17,959 square feet) on 0.56 acres adjacent to the northeast corner of Lewis Avenue and Casino Center Boulevard. The Planning Commission and staff recommended approval.
01/05/05	The City Council approved a request for an Extension of Time (EOT-5631) of a previously approved Site Development Plan Review (SDR-1298) for a proposed eight-level Parking Garage with ground level retail (17,959 square feet) on 0.56 acres adjacent to the northeast corner of Lewis Avenue and Casino Center Boulevard.
02/21/07	The City Council approved a request for a Special Use Permit (SUP-18695) for a proposed Bailbond Service at the northeast corner of Casino Center Boulevard and Lewis Avenue. The Planning Commission and staff recommended approval.
03/21/07	The City Council approved a request for a Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. The Planning Commission and staff recommended approval.
05/07/08	The City Council approved a request for an Extension of Time (EOT-27576) of a previously approved Special Use Permit (SUP-19105) for a Bailbond Service at 321 South Casino Center Boulevard. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/20/10	The City Council approved a request for a Special Use Permit (SUP-36551) for a proposed 1,079 square-foot Bailbond Service at 321 South Casino Center Boulevard, Suite 105. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-36552) for a proposed 1,624 square-foot Bailbond Service at 321 South Casino Center Boulevard, Suites 110 and 115. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
01/24/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/02/09	Plan Check #34361 was issued for tenant improvements build-outs for a Certificate of Completion at 321 South Casino Center Boulevard. The Plan Check expired on 04/02/10.
10/09/09	A building permit (148408) was issued for tenant improvement build-outs at 321 South Casino Center Boulevard. The permit expired on 04/02/10.
06/07/10	A building permit (165295) was processed for tenant improvement build-outs at 321 South Casino Center Boulevard. The permit expired on 09/15/10 with comments annotated that D&R Construction requested the permit cancelled.
There has not been any business licenses issued for the subject site.	

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	0.55

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Parking Garage-Proposed Bailbond Service	C (Commercial)	C-2 (General Commercial)
North	Church	C (Commercial)	C-2 (General Commercial)
South	Regional Justice Center	PF (Public Facilities)	C-V (Civic)
East	Offices, Wedding Chapel	C (Commercial)	C-2 (General Commercial)
West	Clark County Jail	PF (Public Facilities)	C-V (Civic)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (Office Core)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
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-36551) for a proposed 1,079 square-foot Bailbond Service at 321 South Casino Center Boulevard, Suite 105. Plan Check 34361 and subsequent building permits (148407 and 165291) were issued for tenant improvements for the proposed build-out, but all have since expired. No business licenses have been issued for the proposed use.

FINDINGS

The Special Use Permit (SUP-36551) has not met Title 19.18.060 requirements to exercise the entitlement as a business license has not yet been issued for the proposed use. The applicant is requesting an Extension of Time due to ongoing disputes with their engineer, but anticipates completing construction within the next 3-4 months. The Special Use Permit (SUP-36551) still complies within the minimum requirements of Title 19.04 for a Bailbond Service; therefore, staff is recommending approval with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-36551) 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-40580** APN: 139-34-201-020

Name of Property Owner: Oak Brook Realty & Investments II LLC

Name of Applicant: Oak Brook Realty & Investments II LLC

Name of Representative: Kim M. Plencner

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: Kim Marvin Plencner, Managing Member

Subscribed and sworn before me

This 20th day of December, 2010

_____

Notary Public in and for said County and State

OFFICIAL SEAL
PAMELA JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/23/11

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PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of time SUP-36551-special use permit bail bonds

Project Address (Location) 321 Casino Center, #105, Las Vegas, Nevada

Project Name Bail Bonds, 105 **Proposed Use** Bail Bonds

Assessor's Parcel #(s) 139-34-201-020 **Ward #** 3(Reese)

General Plan: existing C-2 proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 1,079 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

_____ II LLC

PROPERTY OWNER Oak Brook Realty & Investments **Contact** Kevin Plencner

Address 1000 Royce **Phone:** (630) 268-4000 **Fax:** (630) 268-4444

City OakBrook Terrace **State** IL **Zip** 60181

E-mail Address kvplncn@aol.com

APPLICANT Oak Brook Realty & Investments II LLC **Contact** Kevin Plencner

Address 1000 Royce **Phone:** (630) 268-4000 **Fax:** (630) 268-4444

City Oakbrook Terrace **State** IL **Zip** 60181

E-mail Address kvplncn@aol.com

REPRESENTATIVE Kevin M. Plencner **Contact** Kevin M. Plencner

Address 1000 Royce **Phone:** (847) 609-4663 **Fax:** (630) 268-4444

City Oakbrook Terrace **State** IL **Zip** 60181

E-mail Address kvplncn@aol.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 Kim Marvin Plencner, Managing Member

Subscribed and sworn before me

This ~~20th~~ day of ~~December~~, 2010.

Pamela Johnson

Notary Public in and for said County and State

OFFICIAL SEAL
PAMELA JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/23/11

FOR DEPARTMENT USE ONLY

Case #	EOT-40580
Meeting Date:	2-2-11
Total Fee:	$300.00
Date Received:*	12-23-10
Received By:	

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*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

TENANT IMPROVEMENT FOR UNIT #105
LOCATED AT THE FIRST FLOOR OF
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BOULEVARD
LAS VEGAS, NEVADA

OAKBROOK REALTY & INVESTMENT, LLC
8100 ROYCE BOULEVARD
OAKBROOK TERRACE, IL 60181

ARCHITECT
PRINCIPAL DESIGN PROFESSIONAL
THOMAS J. O'NEILL
ARCHITECTURE DESIGN & DEVELOPMENT
2160 W. CHARLESTON BLVD.
SUITE J
LAS VEGAS, NV 89102
TELEPHONE: 702-382-0427
FAX: 702-382-9952
EMAIL: add@tjvcm.com

MECHANICAL & PLUMBING ENGINEER
MOE KAZEMEINI, MSME, P.E.
PRECISION DESIGN GROUP
6275 MCLEOD DRIVE
SUITE 6
LAS VEGAS, NV 89120
TELEPHONE: 702-307-0912
FAX: 702-307-0913
EMAIL: moe@pd-group.net

ELECTRICAL ENGINEER
NOSRAT ROUHANI, P.E.
NRC ENGINEERS, INC.
3320 WYNN ROAD
SUITE D
LAS VEGAS, NV 89102
TELEPHONE: 702-248-1592
FAX: 702-3248-1593
EMAIL: nosrat@nrceng.com

GENERAL CONTRACTOR
RICK RAINEY
MILLENNIUM CONSTRUCTION INC.
3900 S. HUALAPAI WAY
SUITE 140
LAS VEGAS, NV 89147
TELEPHONE: 702-533-6423
FAX: 702-688-6438
EMAIL: rickrainey@mcinv.net

GENERAL NOTES

1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETELY FAMILIARIZE HIMSELF WITH THESE PLANS AND THE EXISTING SITE CONDITIONS AND TO VERIFY ALL DETAILS WITH THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
2. ANY DEVIATIONS FROM STAMPED AND APPROVED CONTRACT DOCUMENTS WITHOUT PROPER WRITTEN NOTIFICATION TO THE ARCHITECT WILL VOID THE ARCHITECTS RESPONSIBILITY FOR THE PROJECT.
3. INDICATED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS-DO NOT SCALE DRAWINGS.
4. WHERE NECESSARY, THE SUB-CONTRACTOR IS TO PROVIDE LINE DIAGRAMS, LOAD CALCULATIONS, SHOP DRAWINGS, ETC. TO THE ARCHITECT FOR APPROVAL AND FOR ANY CHANGES AND OR SUBMITTAL
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11. ALL FINISHES ARE OWNER SELECT U.N.O.

CODE ANALYSIS

SCOPE OF WORK: BUILDING PERMIT FOR BAILBONDS OFFICE TENANT IMPROVEMENT OF UNIT #105 AT EXISTING GROUND LEVEL OF EXISTING GARAGE BUILDING.

CODES USED: 2006 I.B.C., 2006 IECC/UPC/UMC, 2005 NEC, ICC/ANSI A117.1-2003

ZONING: C-1/C-2 DOWNTOWN OVERLAY

GROSS SITE AREA: 24,500 SQ.FT.

EXISTING BUILDING CONSTRUCTION TYPE: IA

NEW T.I. SHELL CONSTRUCTION TYPE: IA

OCCUPANCY GROUP: B (BUSINESS)

FLOOR AREA:

TENANT #105 = 1,279 SQ. FT.

ALLOWABLE FLOOR AREA (PER I.B.C. TABLE 503): UNLIMITED

OCCUPANCY LOADS (BUSINESS @ 1 PER 100 SQ.FT.):

TENANT #105 = 11

EXITS REQ'D & PROVIDED (PER I.B.C. TABLE 1018.1): 2

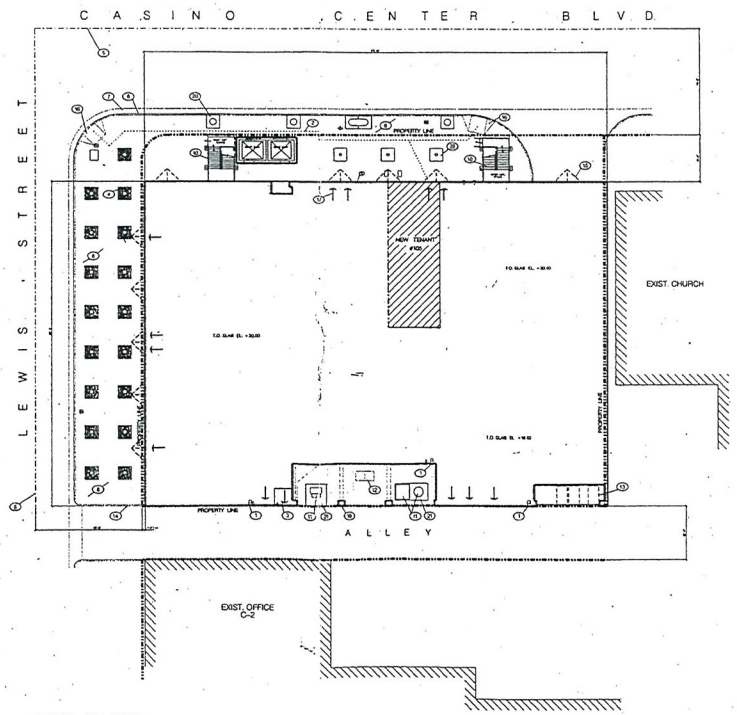
FIRE SPRINKLERS: PROVIDED @ GROUND FLOOR

PARKING REQ'D: 1,279 SQ.FT. @ 1/200 = 5 SPACES

PARKING PROVIDED: 426 SPACES PROVIDED (INCLUDING 8 REGULAR HC SPACES & 2 VAN HC SPACES

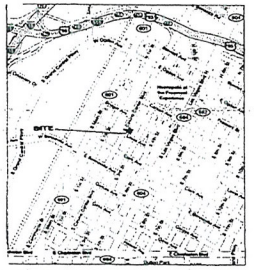
PLUMBING ANALYSIS

AREA	OCCUPANCY	# OF OCCUPANTS	M.W.C.	W.W.C.	U.W.C	M.LAV.	W.LAV.	U.LAV.
COMMON AREA	NA	1	0	0	1	0	0	1
TENANT #100	B	17	0 FUTURE	0 FUTURE	2 FUTURE	0 FUTURE	0 FUTURE	2 FUTURE
TENANT #105	B	11	1 UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #110	B	11	1 FUTURE UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					
TENANT #115	B	8	1 FUTURE UNISEX TOILET RM. TO BE PROVIDED PER IBC [P] 2902.2 EXCEPTION 2					



SITE PLAN
1" = 20'

VICINITY MAP



KEYNOTES

1. EXIST. DRAINS FROM ABOVE
2. ACCESSIBLE H/C ROUTE
3. EXIST. FIRE RISER RM.
4. EXIST. CAST IRON GRATES AT EXIST. TREE WELLS
5. CENTERLINE OF STREET
6. EXIST. CONC. CURB
7. EXIST. CONC. GUTTER
8. EXIST. CONC. SIDEWALK
9. NOT USED
10. EXIST. STAIRS
11. EXIST. NEVADA POWER EQUIP.
12. EXIST. NEVADA POWER STEEL HATCH (AT GRADE) FOR ACCESS TO VAULT
13. TRASH CONTAINERS
14. EXIST. TOP OF CONC. CURB IS FLUSH W/EXIST. TOP OF ALLEY SURFACE
15. EXIST. BANNER FRAME ABOVE
16. EXIST. H/C CURB RAMP
17. LOCATION OF EXIST. EXIT DOORS
18. NOT USED
19. EXIST. CONC. COL.
20. EXIST. CONC. GRATES AT EXIST. TREE
21. EXIST. 6" HIGH CONC. PAD FOR EQUIP.

LIST OF DRAWINGS

A-1 EXISTING SITE PLAN
A-2 EXISTING FIRST FLOOR PLAN
A-3 NEW TENANT IMPROVEMENT FLOOR PLAN, REFLECTED CEILING PLAN, SCHEDULES & DETAILS
A-4 HANDICAPP ACCESSIBLE DETAILS & SPECS
A-5 DETAILS

M1.01 MECHANICAL PLAN
P1.01 PLUMBING PLAN
EG.01 SPECIFICATIONS & LEGEND
E1.01 ELECTRICAL PLAN

REVISIONS	BY

TENANT IMPROVEMENT FOR UNIT #105
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BLVD.
LAS VEGAS, NV
OAKBROOK REALTY & INVESTMENT, LLC

ARCHITECTURE DESIGN AND DEVELOPMENT
702-382-0427
fax. 382-9952
2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

SITE PLAN, NOTES & LIST OF DRAWINGS

Date: 8 /3 /09
Scale: 1" = 20'-0"
Drawn:
Job:
Sheet: A-1 of

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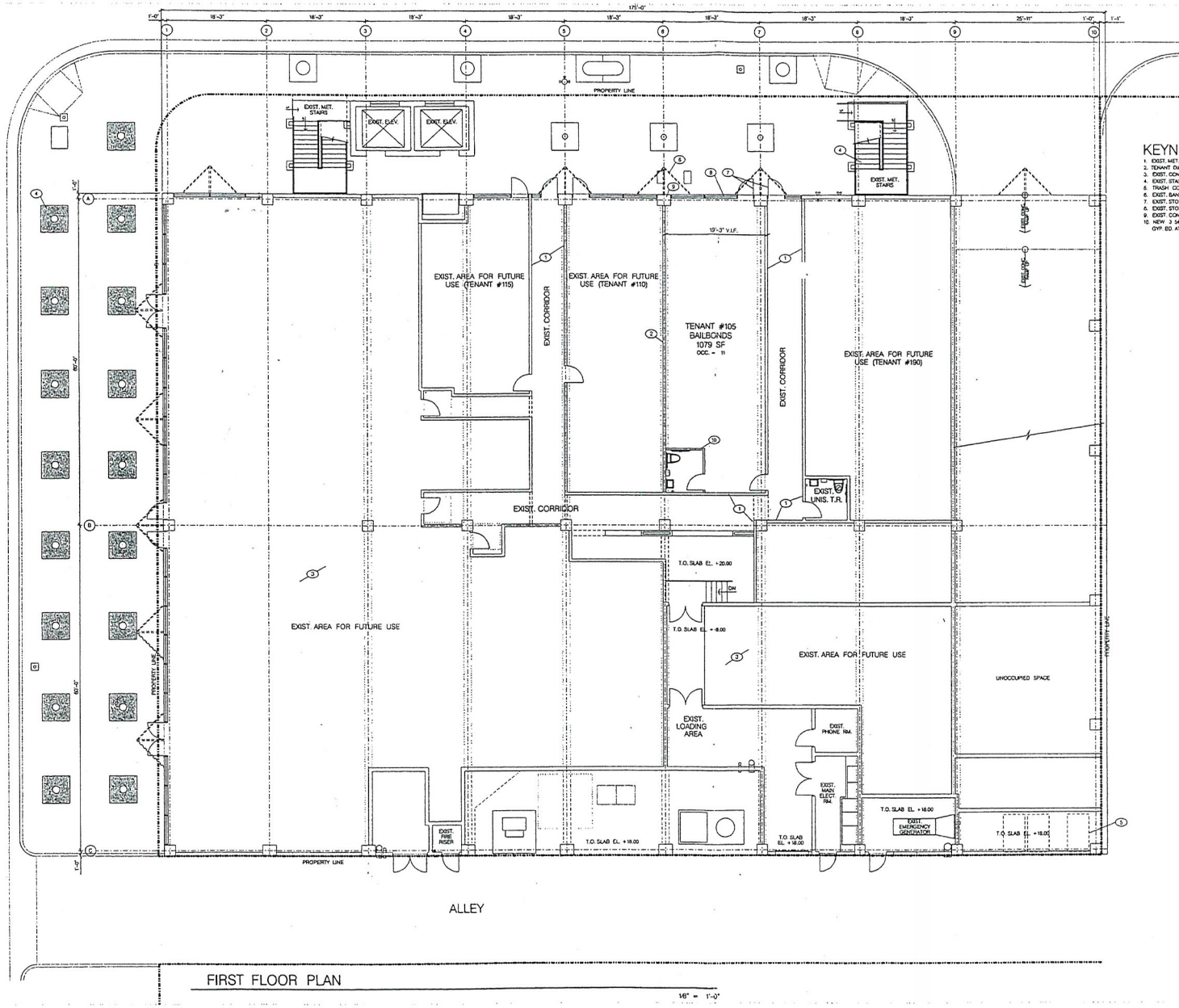
EOT-40580



FIRST FLOOR PLAN

1/8" = 1'-0"

NORTH

KEYNOTES

1. EXIST. MET. 6" STUD PARTITION W/1 LAYER 5/8" GYP. BD. AT THE CORRIDOR SIDE
2. TENANT DIVISSING WALL (EXIST. MET. 6" STUD PARTITION)
3. EXIST. CONC. SLAB ON GRADE
4. EXIST. STAIRS
5. TRASH CONTAINERS
6. EXIST. BANNER FRAME ABOVE
7. EXIST. STOREFRONT DOOR
8. EXIST. STOREFRONT WINDOWS
9. EXIST. CONC. COL.
10. NEW 3 5/8" MET. STUD PARTITION W/1 LAYER 5/8" GYP. BD AT EACH SIDE OF PARTITION - SEE DET #1 SHEET A-5

REVISIONS	BY

TENANT IMPROVEMENT FOR UNIT #105
CASINO CENTER PARKING PLAZA
321 CASINO CENTER BLVD.
LAS VEGAS, NV

OAKBROOK REALTY & INVESTMENT, LLC

ARCHITECTURE
DESIGN AND
DEVELOPMENT

702-382-0427
fax. 382-9952

2160 W. Charleston Blvd. Suite J
Las Vegas, NV 89102

EXISTING FIRST FLOOR PLAN

Date: 8/3/09
Scale: 1/8" = 1'-0"
Drawn:
Job:
Sheet: A-2 of

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DEC 23 2010

EOT-40580

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

January 22, 2010

Mr. Kevin Plencner
Oakbrook Realty & Investments
1000 Royce Boulevard
Oakbrook Terrace, Illinois 60432

RE: SUP-36551 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 20, 2010

Dear Mr. Plencner:

The City Council at a regular meeting held January 20, 2010 APPROVED the request for a Special Use Permit FOR A PROPOSED 1,079 SQUARE-FOOT BAILBOND SERVICE at 321 South Casino Center Boulevard, Suite #105 (APN 139-34-201-020), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 21, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Bailbond Service 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. No temporary signage such as; banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining items or devices shall be displayed upon the subject property without appropriate permits.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

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DEC 23 2010

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-40580

Printed with environmentally friendly soy ink.

OAKBROOK REALTY AND INVESTMENT, LLC

December 20, 2010

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

JUSTIFICATION LETTER/sup # 36551/bail bonds 321 Casino Center #105

We hereby request an extension of time for the special use permit referenced above, because of an ongoing dispute with our engineer, construction has been delayed. We anticipate completion of construction within the next three to four months. Your consideration is appreciated.

Sincerely;

Kevin M. Plencner

RECEIVED
DEC 23 2010

1000 Royce Boulevard
Oakbrook Terrace, Illinois 60181
(630) 268-4000
FAX: 630 268 4444

EOT-40580

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

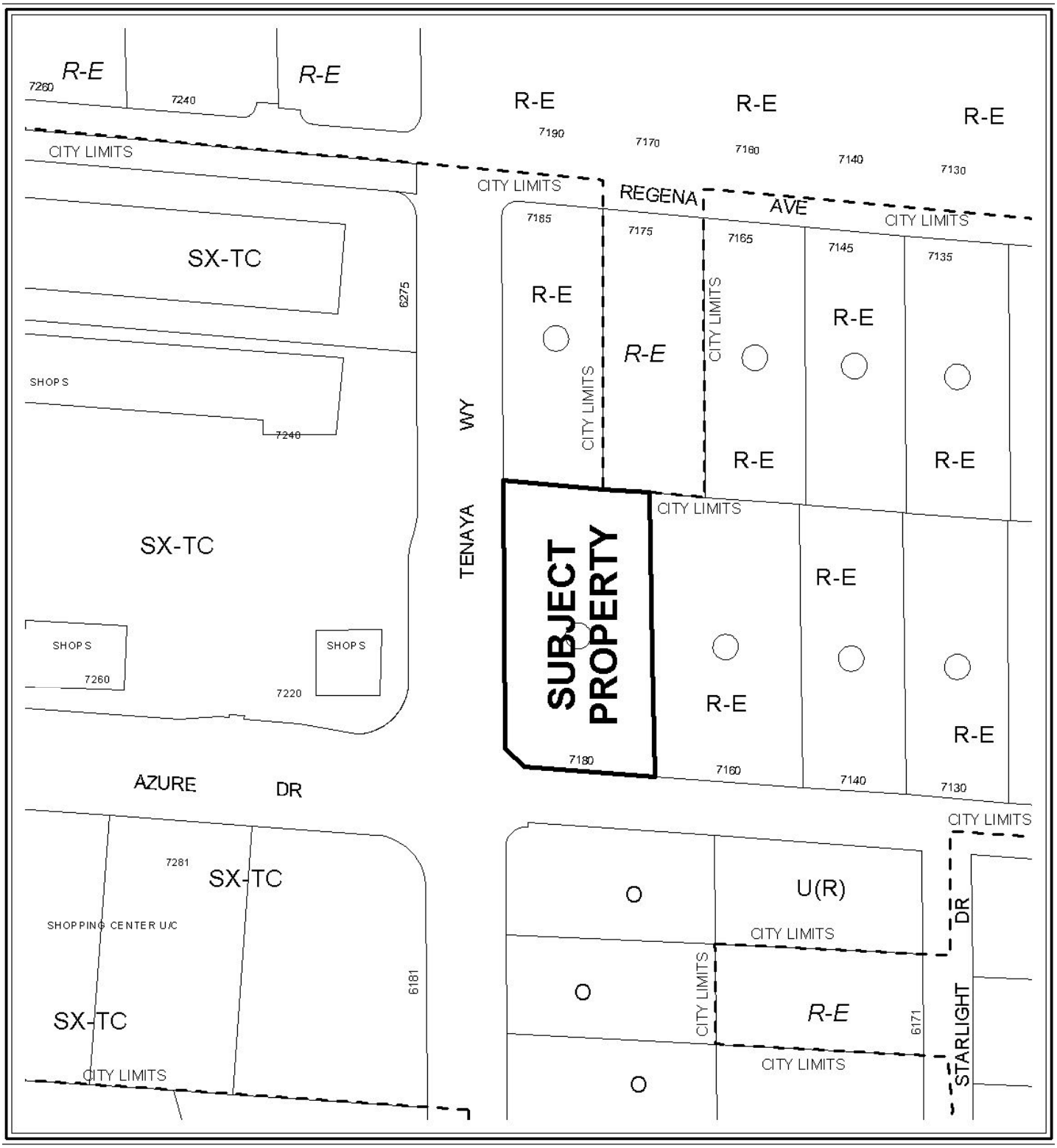
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESCIND - EOT-39951 - EXTENSION OF TIME - APPLICANT/OWNER: CHARLES & GAIL SHIELDS - Request for an Extension of Time of a previously approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), 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. City Council Approval Letter for ZON-15233
5. City Council Approval Letter for EOT-30803
6. Justification Letter



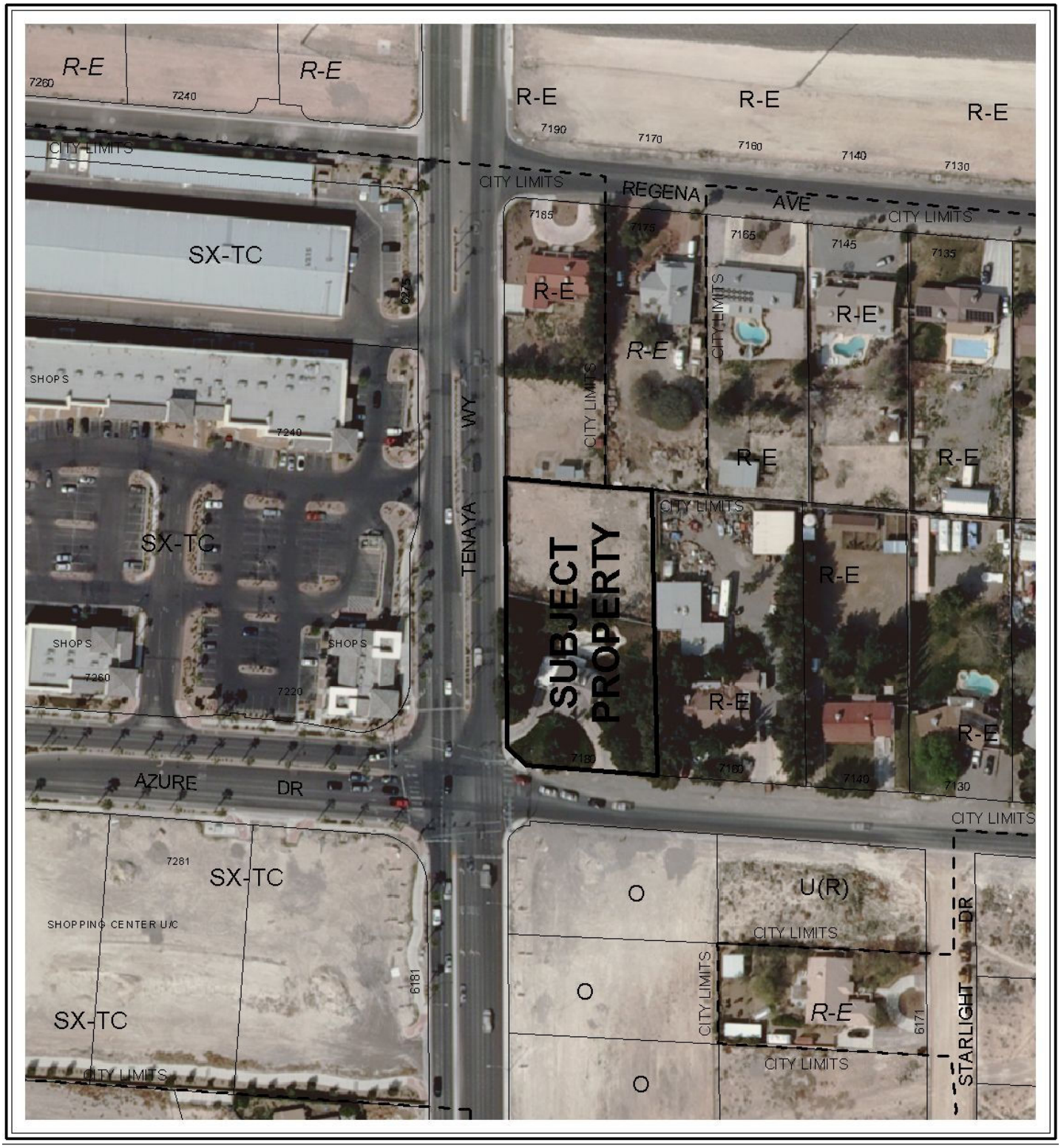
0 100 200 Feet

CASE: **EOT-39951**

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) ZONE UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) ZONE AND R-E (RESIDENCE ESTATES) ZONE [PROPOSED: P-R (PROFESSIONAL OFFICE AND PARKING) ZONE]

N



0 100 200 Feet

CASE: **EOT-39951**

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) ZONE UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) ZONE AND R-E (RESIDENCE ESTATES) ZONE [PROPOSED: P-R (PROFESSIONAL OFFICE AND PARKING) ZONE]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHARLES & GAIL SHIELDS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39951	Staff recommends APPROVAL.	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

A portion of the subject site is undeveloped land with the remaining part occupied by a single-family residence. The applicant received previous approval for Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) for the proposed conversion of the single family dwelling to an office. The Rezoning to P-R (Professional Office and Parking) aligns with the General Plan designation of O (Office). There has been a change in the zoning designation of property to the south of the subject site from U (Undeveloped) to O (Office), and new development that includes a convenience store with restricted gaming and fuel pumps to the southwest; and beer/wine/cooler off-sale within a retail establishment to the west.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/00	The City Council approved a Petition to Annex [A-0044-99(A)] an area consisting of approximately 19.069 acres of land located on the southeast corner of Regena Avenue and Tenaya Way. The Planning Commission and staff recommended approval. The Annexation became effective on 05/26/00.
10/06/04	The City Council approved a request to amend a portion of the Centennial Hills Inter-local Land Use Plan of the General Plan (GPA-4631) from R (Rural) to O (Office) on 0.96 acres at 7180 West Azure Drive. The Planning Commission and staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for a Site Development Plan Review (SDR-4638) for a proposed office and parking lot.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16411) of a previously approved Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking) on 0.96 acres at 7180 West Azure Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-16402) of a previously approved Site Development Plan Review (SDR-4638) that allowed an office and parking lot.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/15/06	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-15231) from R (Rural Density Residential) to O (Office) on a portion of 0.96 acres at 7180 West Azure Drive. The Planning Commission and staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for a Site Development Plan Review (SDR-15235) for a proposed conversion of a single-family residence to an office.
11/19/08	The City Council approved a request for an Extension of Time (EOT-30803) of a previously approved Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) on a portion of 0.96 acres at 7180 West Azure Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-29674) of a previously approved Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for an Extension of Time (EOT-30794) of a previously approved Site Development Plan Review (SDR-15235) for the proposed conversion of a single family residence to an office.

Most Recent Change of Ownership	
05/08/90	A deed was recorded for a change in ownership (125-27-503-008).

Related Building Permits/Business Licenses
There are no current business licenses nor have there been any building permits issued or plans submitted for review for the proposed project.

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	0.96

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land and Single-Family Residence	O (Office)	R-E (Residence Estates) with a Resolution of Intent to P-R (Professional Office and Parking)
North	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
South	Undeveloped Land	O (Office)	O (Office)
East	Single-Family Residences	R (Rural Density Residential)	R-E (Residential Estates)
West	Retail Establishments and Storage	TC (Town Center)	T-C (Town Center) [GC (General Commercial) Town Center Special Land Use Designation]

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 second request for an Extension of Time of a previously approved Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) at 7180 West Azure Drive. The applicant had received previous approval for a Site Development Plan Review (SDR-15235) to convert an existing single-family residence to an office, but due to constant requests for changes to the design by potential tenants, the applicant has decided to allow the Site Development Plan Review (SDR-15235) to expire and will resubmit a new plan when a tenant is secured.

FINDINGS

The Rezoning to P-R (Professional Office and Parking) aligns with the General Plan designation of O (Office). There has been a change in the zoning designation of property to the south of the subject site from U (Undeveloped) to O (Office), and new development that includes a convenience store with restricted gaming and fuel pumps to the southwest; and beer/wine/cooler off-sale within a retail establishment to the west. The Rezoning (ZON-15233) does not negatively affect the changes in land use and development in the surrounding areas. The applicant is requesting an extension of time due to architectural issues for the proposed project. Staff has no objection to this request and is recommending approval.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39951** APN: 125-275-03-008

Name of Property Owner: CHARLES SHIELDS

Name of Applicant: AS ABOVE

Name of Representative: AS ABOVE

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: Charles H. Shields

Print Name: CHARLES H. SHIELDS

Subscribed and sworn before me

This 19 day of October, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2013

RECEIVED
OCT 19 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Application of Time

Project Address (Location) 7180 West Azure Dr, Las Vegas 89130

Project Name SHIELDS OFFICE BUILDING **Proposed Use** MEDICAL CLINIC

Assessor's Parcel #(s) 125-275-03-008 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing P-R proposed _____

Commercial Square Footage 2860 **Floor Area Ratio** 4%

Gross Acres .96 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER CHARLES & GAIL SHIELDS **Contact** CHARLES SHIELDS

Address 7180 WEST AZURE DR, **Phone:** 525 4668 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address MAGOO24@ATTGLOBAL.NET

APPLICANT CHARLES & GAIL SHIELDS **Contact** CHARLES SHIELDS

Address 7180 WEST AZURE DR **Phone:** 525 4668 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address ABOVE

REPRESENTATIVE SEE ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

FOR DEPARTMENT USE ONLY

Case #	EOT - 39951
Meeting Date:	12/1/10 CC
Total Fee:	~~$300~~ 300
Date Received:*	10/19/10
Received By:	

Property Owner Signature* Charles H Shields

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHARLES H. SHIELDS

Subscribed and sworn before me

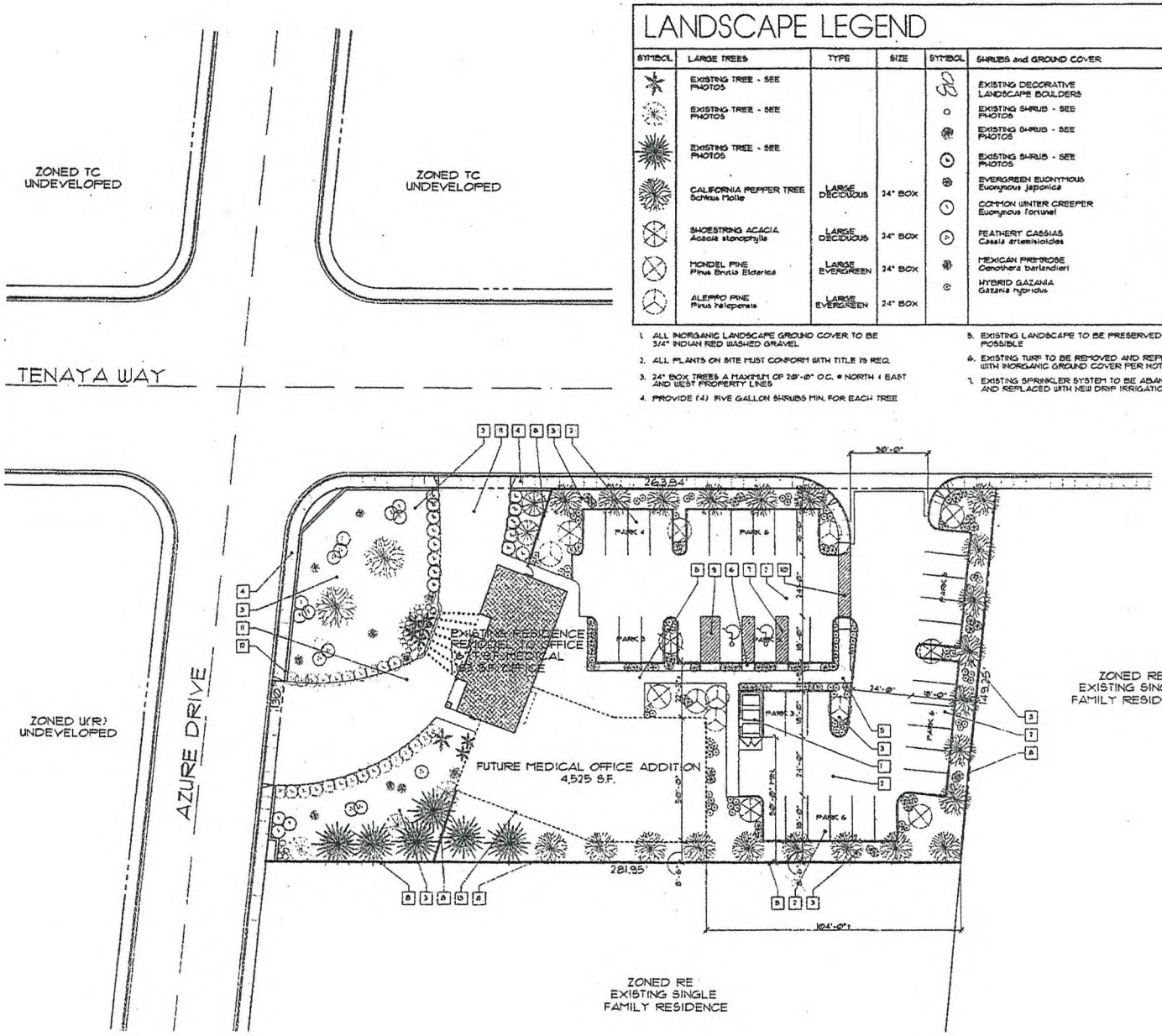
This 19th day of October, 20 10.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2013

RECEIVED
OCT 19 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.



LANDSCAPE LEGEND

SYMBOL	LARGE TREES	TYPE	SIZE
	EXISTING TREE - SEE PHOTOS		
	EXISTING TREE - SEE PHOTOS		
	EXISTING TREE - SEE PHOTOS		
	CALIFORNIA PEPPER TREE *Schinus Molle*	LARGE DECIDUOUS	24" BOX
	SHOESTRING ACACIA *Acacia stenophylla*	LARGE DECIDUOUS	24" BOX
	MONDEL PINE *Pinus Brutia Eldarica*	LARGE EVERGREEN	24" BOX
	ALEPPO PINE *Pinus halepensis*	LARGE EVERGREEN	24" BOX

SYMBOL	SHRUBS and GROUND COVER	SIZE
	EXISTING DECORATIVE LANDSCAPE BOULDERS	
	EXISTING SHRUB - SEE PHOTOS	15 GAL
	EXISTING SHRUB - SEE PHOTOS	15 GAL
	EXISTING SHRUB - SEE PHOTOS	1 GAL
	EVERGREEN EUONYMOUS *Euonymous japonica*	1 GAL
	COMMON WINTER CREEPER *Euonymous fortunei*	1 GAL
	FEATHERY CASSIAS *Cassia artemisioides*	
	MEXICAN PRIMROSE *Oenothera berlandieri*	
	HYBRID GAZANIA *Gazania hybridus*	

1. ALL INORGANIC LANDSCAPE GROUND COVER TO BE 3/4" INDIAN RED WASHED GRAVEL
2. ALL PLANTS ON SITE MUST CONFORM WITH TITLE 19 REQ.
3. 24" BOX TREES A MAXIMUM OF 20'-0" O.C. @ NORTH & EAST AND WEST PROPERTY LINES
4. PROVIDE (4) FIVE GALLON SHRUBS MIN. FOR EACH TREE
5. EXISTING LANDSCAPE TO BE PRESERVED WHERE POSSIBLE
6. EXISTING TURF TO BE REMOVED AND REPLACED WITH INORGANIC GROUND COVER PER NOTE #1
7. EXISTING SPRINKLER SYSTEM TO BE ABANDONED AND REPLACED WITH NEW DRIP IRRIGATION SYSTEM

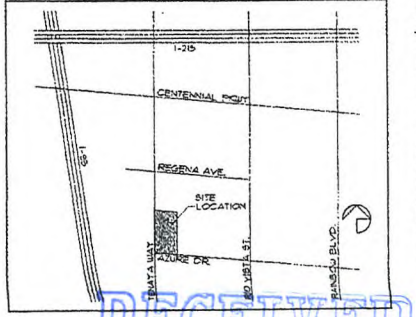
KEYNOTES

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE WITH PAIR OF 3050 WROUGHT IRON GATES WITH STAMPED METAL BACKING AND LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA - BY OTHERS
4	CONCRETE SIDEWALK, CURB & GUTTER AS PER CITY OF LAS VEGAS
5	4" CONCRETE SIDEWALK W/ROCKSALT FINISH
6	HANDICAP CURB RAMP
7	HANDICAP ACCESS AISLE
8	EXISTING 6'-0" HIGH CONCRETE BLOCK WALL
9	VAN ACCESSIBLE HANDICAP ACCESS AISLE
10	HANDICAP ACCESSIBLE ROUTE FROM PUBLIC WAY
11	NEW CONCRETE DRIVEWAY W/ROCKSALT FINISH
12	EXISTING DECORATIVE ROCK WALL
13	PROPOSED FUTURE CONSTRUCTION

PROJECT DATA

EXISTING ZONING:	RE
REQUIRED ZONING:	PR
BUILDING AREA	EXISTING OFFICE GENERAL OFFICE = 1183 S.F. MEDICAL OFFICE = 1671 S.F. FUTURE OFFICE MEDICAL OFFICE = 4525 S.F. TOTAL GENERAL OFFICE = 1183 S.F. TOTAL MEDICAL OFFICE = 6,202 S.F.
PARKING REQUIRED:	GENERAL OFFICE 1/360 X 1183 S.F. = 3.04 SPACES MEDICAL OFFICE @ 1/200 FOR 7,000 S.F. OF G.F.A. AND 1/175 S.F. FOR ADDITIONAL @ 6,202 S.F. 7,000 S.F. @ 1/200 = 10 SPACES 4,202 S.F. @ 1/175 S.F. = 24.01 SPACES TOTAL = 37.05 SPACES
PARKING PROVIDED:	38 SPACES
FLOOR AREA RATIO:	4%
FUTURE AREA RATIO:	15%
SITE ACREAGE	41,943 S.F. .96 ACRES
APN#	125-275-03-008

LOCATION



1 SITE PLAN
SCALE: 1" = 20'-0"

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EOT-39951

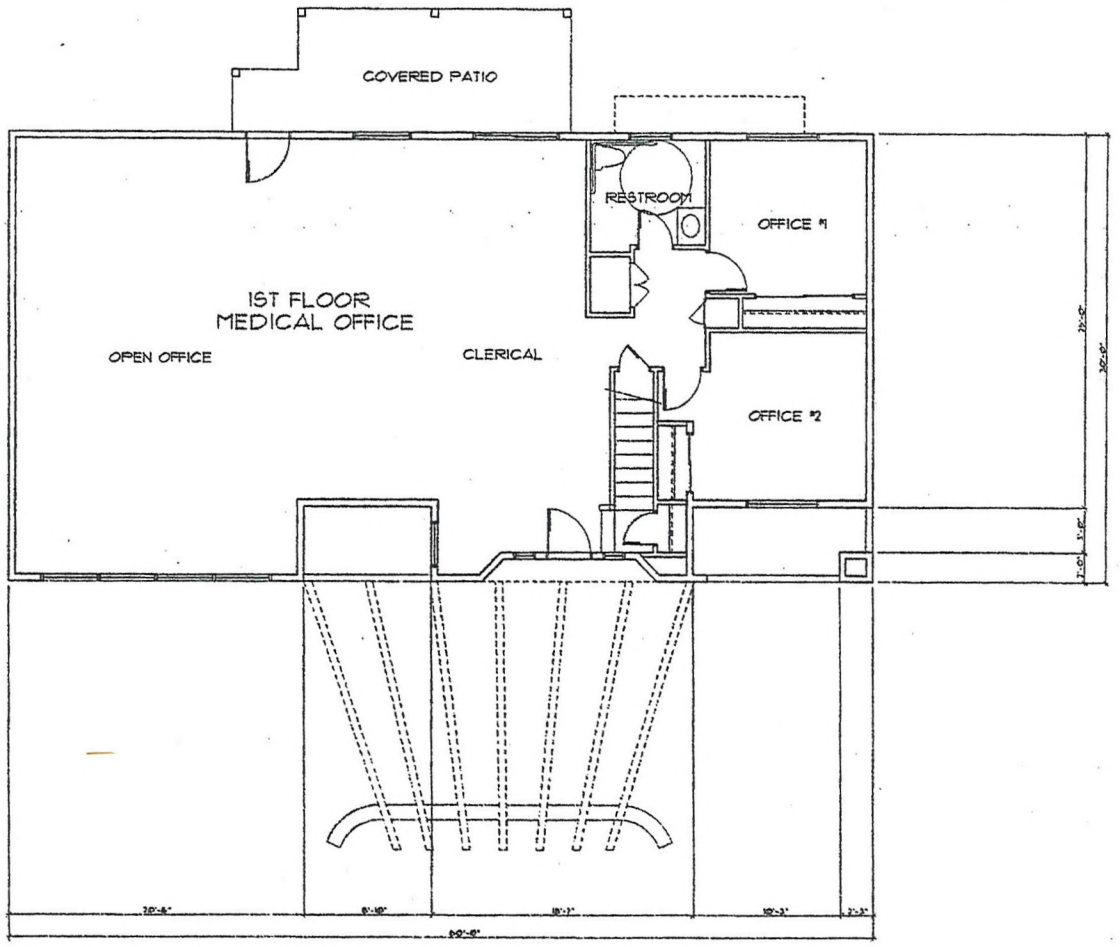
revisions

john daull architect

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields

date 4-18-2024
proj. no. 2024-21
drwn by

sheet no. A1



FLOOR PLAN

SCALE: 1/4" = 1'-0"

1ST FLOOR AREA = 1,677 S.F.
2ND FLOOR AREA = 1,183 S.F.
TOTAL AREA = 2,860 S.F.

KEYNOTES

•	description

john dauil burke, arcnitect
3411 WEST OQUENDO RD., #81 LAS VEGAS, NV 89118 (702) 341-1234

revisions

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields
City of Las Vegas Nevada

date	7-15-2010
proj. no.	2824-5
drwn. by	
chkd. by	

sheet no. A2

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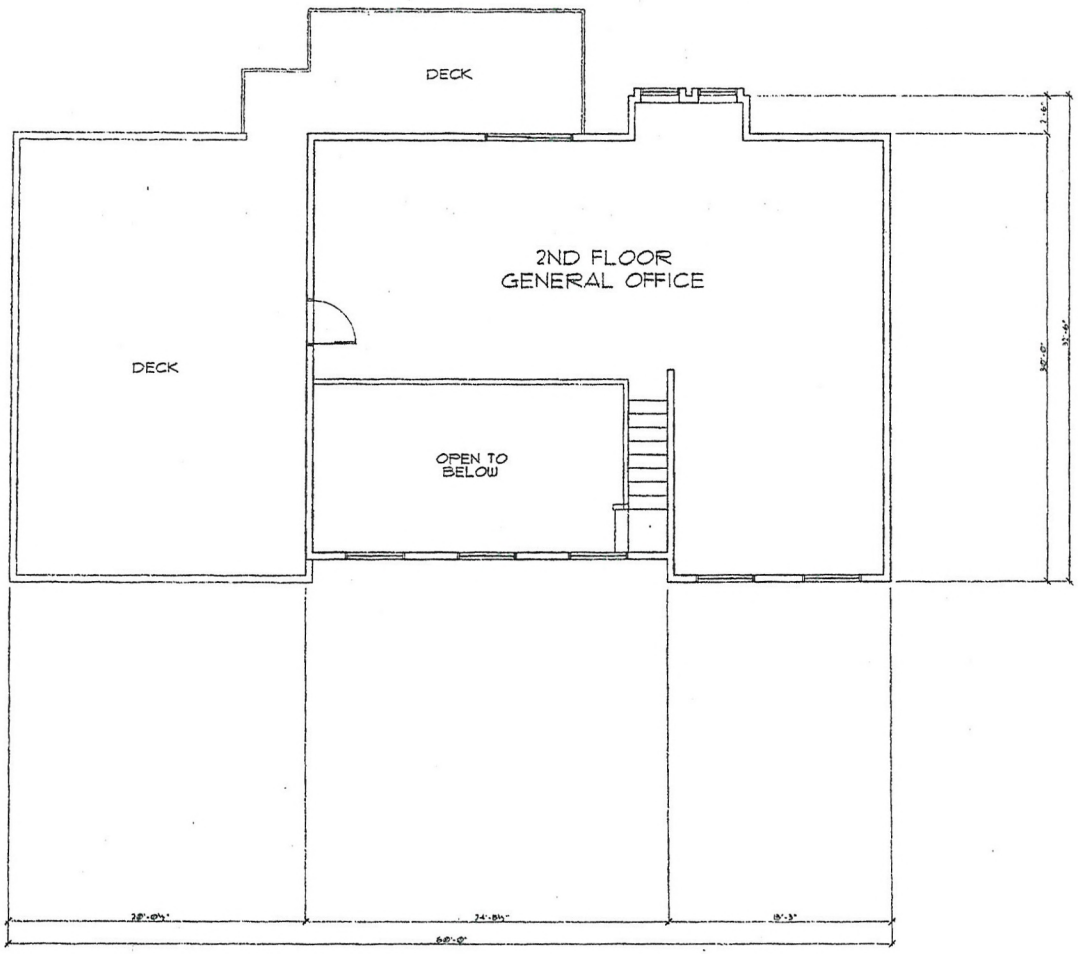
OCT 19 2010
EOT-39951



1 2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"

1ST FLOOR AREA = 1,677 S.F.
2ND FLOOR AREA = 1,183 S.F.
TOTAL AREA = 2,860 S.F.

#	description

RECEIVED
OCT 19 2010
EOT-39951

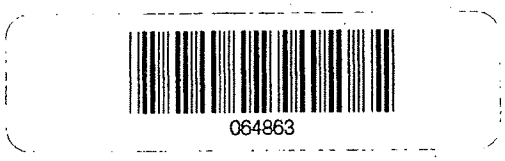
revisions

john daull burke, architect
3471 FIRST OQUENDO RD. #301 LAS VEGAS, NV 89118 / 702.876-4863

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields
Nevada

date	4-19-2004
proj. no.	2004-21
drwn. by	-

sheet no. A3



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

November 16, 2006

Mr. and Mrs. Charles Shields
7180 West Azure Drive
Las Vegas, Nevada 89130

RE: ZON-15233 - REZONING
CITY COUNCIL MEETING OF NOVEMBER 15, 2006
RELATED TO GPA-15231 AND SDR-15235

Dear Mr. and Mrs. Shields:

The City Council at a regular meeting held November 15, 2006 APPROVED the request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008). The Notice of Final Action was filed with the Las Vegas City Clerk on November 16, 2006. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-15231) to an O (Office) Land Use Designation approved by the City Council.

2. A Resolution of Intent with a two-year time limit is hereby granted.

3. A Site Development Plan Review (SDR-15235) application, if approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

4. Dedicate an additional five feet of right-of-way for a total half-street width of 45 feet on Tenaya Way and a 54-foot radius on the northeast corner of Tenaya Way and Azure Drive adjacent to this site prior to the issuance of any permits. Also dedicate appropriate right-of-way adjacent to this site for a bus turnout on Tenaya Way in accordance with Standard Drawing #234.3 and grant a passenger shelter and loading pad easement in accordance with Standard Drawing #234.2 if requested by the Regional Transportation Commission (RTC) prior to the issuance of any permits, unless otherwise allowed by the City Traffic Engineer.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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5. Construct all incomplete half-street improvements on Tenaya Way, including a bus turnout, to meet current City Town Center Standards adjacent to this site concurrent with development. In addition, construct half-street improvements, including appropriate transitional paving, on Azure Drive adjacent to this site concurrent with development. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

6. Coordinate with the Collection Systems Planning Section of Public Works to determine an appropriate public sewer connection to service this site prior to the issuance of any permits for this site.

7. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

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

EOT-39951

LAS VEGAS CITY COUNCIL

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MAYOR

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MAYOR PRO TEM

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CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

November 21, 2008

Mr. Charles Shields
7180 West Azure Drive
Las Vegas, Nevada 89130

RE: EOT-30803 – EXTENSION OF TIME
CITY COUNCIL MEETING OF NOVEMBER 19, 2008

Dear Mr. Shields:

The City Council at a regular meeting held November 19, 2008 APPROVED the request for an Extension of Time of an approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008). The Notice of Final Action was filed with the Las Vegas City Clerk on November 20, 2008. This approval is subject to:

Planning & Development

1. This Rezoning (ZON-15233) shall expire on 11/15/10 unless another Extension of Time is approved by the Planning and Development Department.

2. Conformance to the conditions of approval of Rezoning (ZON-15233) as required by the Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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Captain Charles H. Shields

24th September 2010

City of Las Vegas Planning and Development,
731 S. Fourth Street,
Las Vegas. NV. 89101

Re: Justification Letter, Extension of Time: 7180 west Azure Dr, Las Vegas.89130
Assessor's Parcel Number – 125-275-03-008

We are requesting an extension of time for the above property P-R zoning. We need it because of architectural issues

The site is located east of Tenaya Way and north of Azure Drive just south of the 1-215 Beltway and east of US-95. Although the proposed site is planned for rural use, immediately west of the site is planned and zoned Town Center (TC). The TC category is described as a General Commercial Planned Development. The equivalent General Plan Categories for the TC designation are Service Commercial, General Commcial, Office, Light Industrial/Research and High Density Residential. TC is described as "a mixed uses employment center development category" created by the intersection of US95 and the proposed beltway systems. Uses include mall facilities or shopping centers and other retail facilities: high density residential uses: planned business: office and industrial park: and recreational uses.

The proposed General Plan Amendment and Rezoning from Rural to Office Professional is the ideal transition from this high density, urban master planned community which is immediately adjacent to the proposed site, and the residential development to the southeast.

Further, the burdens imposed by such a change will be consistent with those imposed by the TC uses as well as the current traffic flow on Tenya and Azure just south of the Beltway.

The proposed plan amendment and rezoning is compatible with the TC to the east and furthers the goals of the general plan by promoting transitional zoning where appropriate.

Please contact me if you have any questions or concerns.

Charles H. Shields

CHARLES H. SHIELDS

7180 West Azure Dr,
LAS VEGAS
NEVADA. U.S.A. 89130

Phone: (702) 658 3385
Fax: (702) 658 8202
Cell: (702) 525 4668

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EOT-39951

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

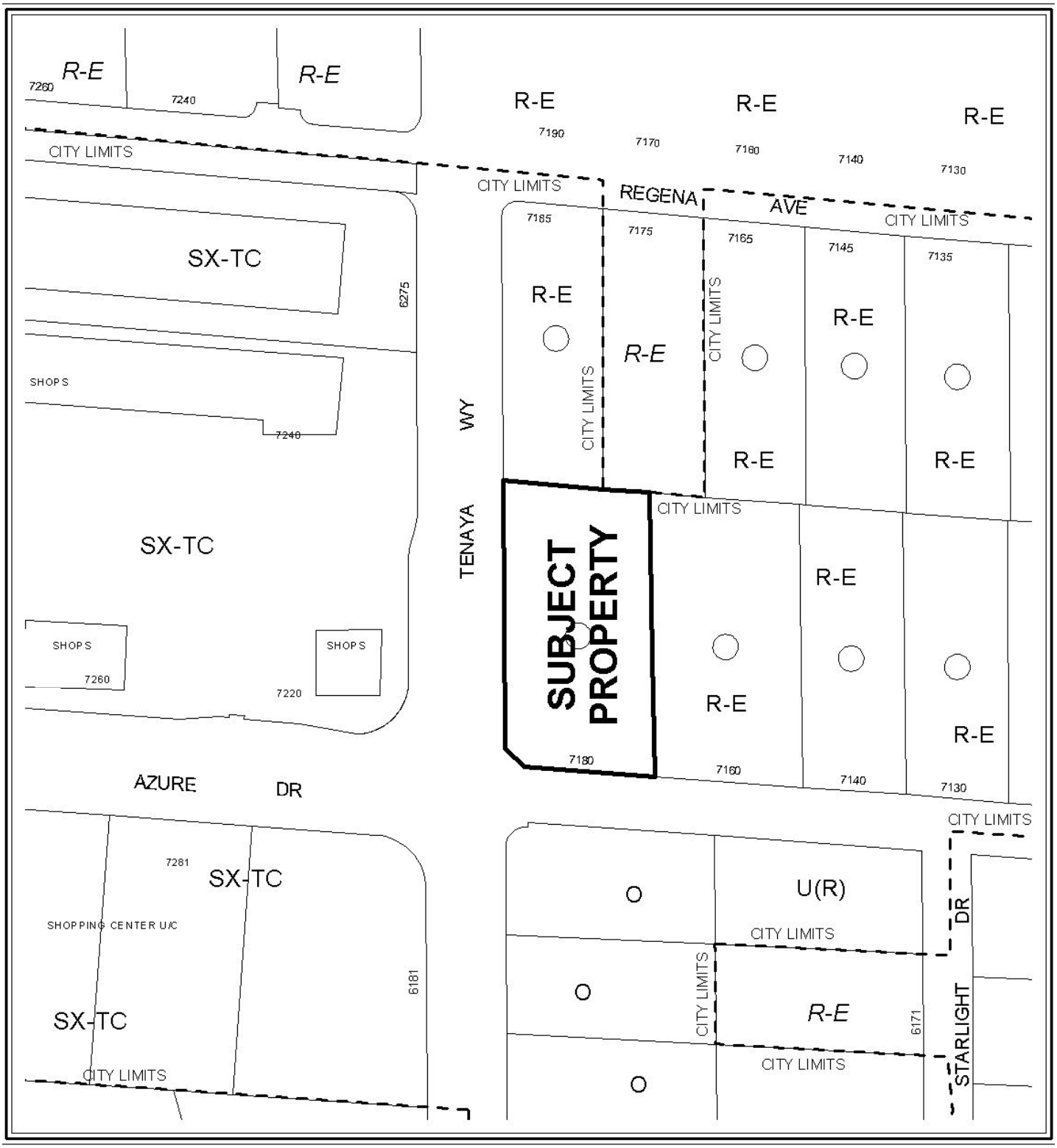
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
REHEAR - EOT-39951 - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: CHARLES & GAIL SHIELDS - Request for an Extension of Time of a previously approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). **NOTE: THIS REQUEST IS TO ADD REZONING (ZON-4635) TO THE EXTENSION OF TIME REQUEST AND DELETE THE TEXT "ON A PORTION OF" SO AS TO INCLUDE THE ENTIRE 0.96 ACRES** 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. City Council Approval Letter for ZON-15233
5. City Council Approval Letter for EOT-30803
6. Justification Letter



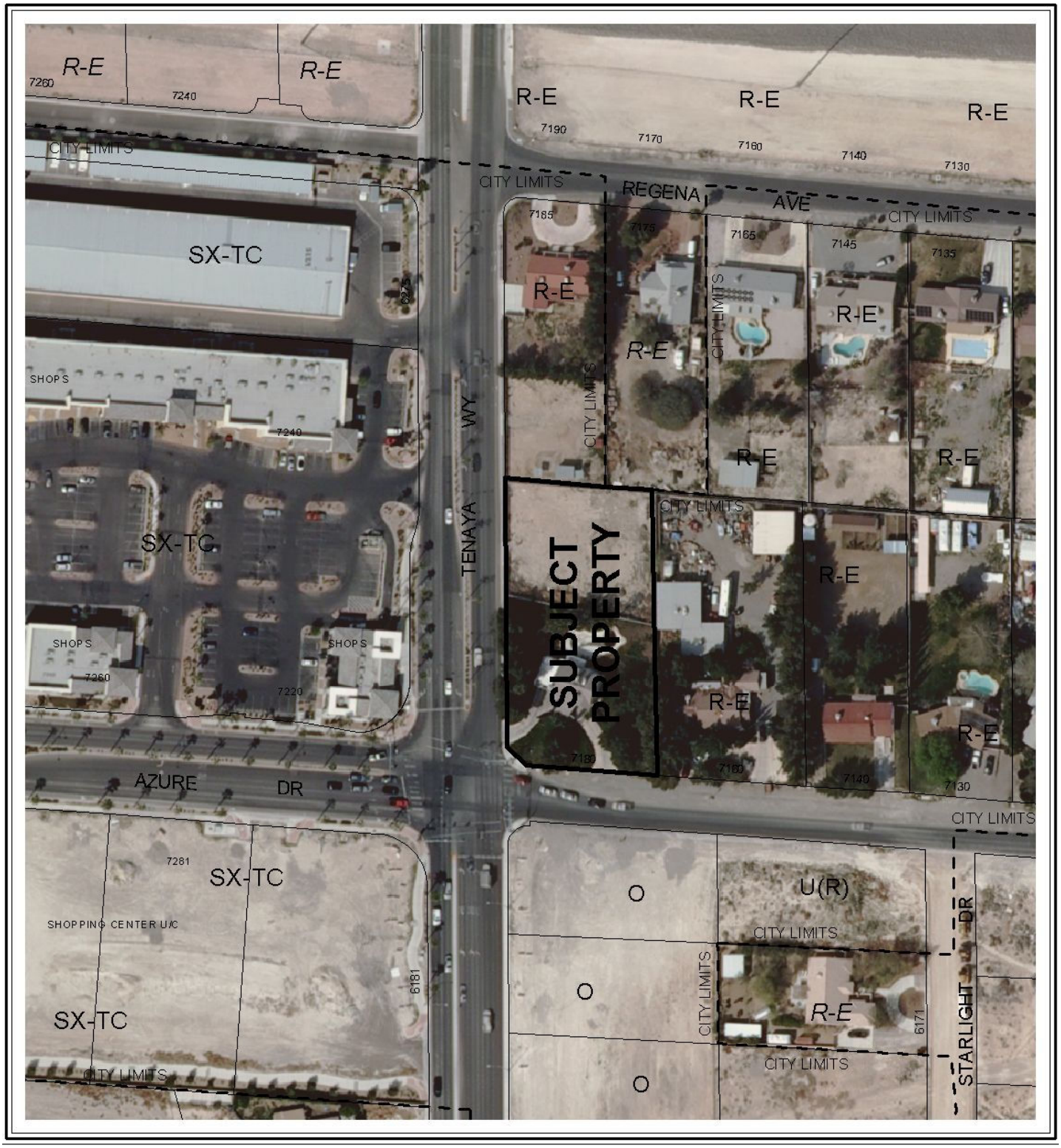
0 100 200 Feet

CASE: **EOT-39951**

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) ZONE UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) ZONE AND R-E (RESIDENCE ESTATES) ZONE [PROPOSED: P-R (PROFESSIONAL OFFICE AND PARKING) ZONE]

N



0 100 200 Feet

CASE: **EOT-39951**

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) ZONE UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) ZONE AND R-E (RESIDENCE ESTATES) ZONE [PROPOSED: P-R (PROFESSIONAL OFFICE AND PARKING) ZONE]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHARLES & GAIL SHIELDS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39951	Staff recommends APPROVAL.	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land on the north and a single-family residence on the southern portion of the parcel, which totals 0.96 acres in its entirety. The applicant received previous approval for Rezoning (ZON-15233 and ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking) for the proposed conversion of the single family dwelling to an office. The Rezoning to P-R (Professional Office and Parking) aligns with the General Plan designation of O (Office). There has been a change in the zoning designation of property to the south of the subject site from U (Undeveloped) to O (Office), and new development that includes a convenience store with restricted gaming and fuel pumps to the southwest; and beer/wine/cooler off-sale within a retail establishment to the west.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/00	The City Council approved a Petition to Annex [A-0044-99(A)] an area consisting of approximately 19.069 acres of land located on the southeast corner of Regena Avenue and Tenaya Way. The Planning Commission and staff recommended approval. The Annexation became effective on 05/26/00.
10/06/04	The City Council approved a request to amend a portion of the Centennial Hills Inter-local Land Use Plan of the General Plan (GPA-4631) from R (Rural) to O (Office) on 0.96 acres at 7180 West Azure Drive. The Planning Commission and staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for a Site Development Plan Review (SDR-4638) for a proposed office and parking lot.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16411) of a previously approved Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking) on 0.96 acres at 7180 West Azure Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-16402) of a previously approved Site Development Plan Review (SDR-4638) that allowed an office and parking lot.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/15/06	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-15231) from R (Rural Density Residential) to O (Office) on a portion of 0.96 acres at 7180 West Azure Drive. The Planning Commission and staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for a Site Development Plan Review (SDR-15235) for a proposed conversion of a single-family residence to an office.
11/19/08	The City Council approved a request for an Extension of Time (EOT-30803) of a previously approved Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) on a portion of 0.96 acres at 7180 West Azure Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-29674) of a previously approved Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for an Extension of Time (EOT-30794) of a previously approved Site Development Plan Review (SDR-15235) for the proposed conversion of a single family residence to an office.
12/01/10	The City Council approved a request for an Extension of Time (EOT-39951) of a previously approved Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) on a portion of 0.96 acres at 7180 West Azure Drive. Staff recommended approval.

Most Recent Change of Ownership	
05/08/90	A deed was recorded for a change in ownership (125-27-503-008).

Related Building Permits/Business Licenses
There are no current business licenses nor have there been any building permits issued or plans submitted for review for the proposed project.

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	0.96

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land and Single-Family Residence	O (Office)	R-E (Residence Estates) with a Resolution of Intent to P-R (Professional Office and Parking)
North	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
South	Undeveloped Land	O (Office)	O (Office)
East	Single-Family Residences	R (Rural Density Residential)	R-E (Residential Estates)
West	Retail Establishments and Storage	TC (Town Center)	T-C (Town Center) [GC (General Commercial) Town Center Special Land Use Designation]

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 second request for an Extension of Time of a previously approved Rezoning (ZON-15233) and third request for Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking) at 7180 West Azure Drive. The Rezonings (ZON-4635 and ZON-15233) were approved independently, each addressing only a portion of the entire parcel (APN 125-27-503-008). In addition, the applicant had received previous approval for a Site Development Plan Review (SDR-15235) to convert the existing single-family residence to an office, but due to constant requests for changes to the design by potential tenants, the applicant has decided to allow the Site Development Plan Review (SDR-15235) to expire and will resubmit a new plan when a tenant is secured.

FINDINGS

The applicant is requesting an extension of time due to architectural issues for the proposed project. The Rezoning to P-R (Professional Office and Parking) aligns with the General Plan designation of O (Office). There has been a change in the zoning designation of property to the south of the subject site from U (Undeveloped) to O (Office), and new development that includes a convenience store with restricted gaming and fuel pumps to the southwest; and beer/wine/cooler off-sale within a retail establishment to the west. The Rezoning (ZON-15233 and ZON-4635) does not negatively affect the changes in land use and development in the surrounding areas and remains in compliance with Title 19.18.04 requirements; therefore, staff is recommending approval.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39951** APN: 125-275-03-008

Name of Property Owner: CHARLES SHIELDS

Name of Applicant: AS ABOVE

Name of Representative: AS ABOVE

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: Charles H. Shields

Print Name: CHARLES H. SHIELDS

Subscribed and sworn before me

This 19 day of October, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2013

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Application of Time

Project Address (Location) 7180 West Azure Dr, Las Vegas 89130

Project Name SHIELDS OFFICE BUILDING **Proposed Use** MEDICAL CLINIC

Assessor's Parcel #(s) 125-275-03-008 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing P-R proposed _____

Commercial Square Footage 2860 **Floor Area Ratio** 4%

Gross Acres .96 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER CHARLES & GAIL SHIELDS **Contact** CHARLES SHIELDS

Address 7180 WEST AZURE DR, **Phone:** 525 4668 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address MAGOO24@ATTGLOBAL.NET

APPLICANT CHARLES & GAIL SHIELDS **Contact** CHARLES SHIELDS

Address 7180 WEST AZURE DR **Phone:** 525 4668 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address ABOVE

REPRESENTATIVE SEE ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

FOR DEPARTMENT USE ONLY

Case #	EOT - 39951
Meeting Date:	12/1/10 CC
Total Fee:	~~$300~~ 300
Date Received:*	10/19/10
Received By:	

Property Owner Signature* Charles H Shields

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHARLES H. SHIELDS

Subscribed and sworn before me

This 19th day of October, 20 10.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2013

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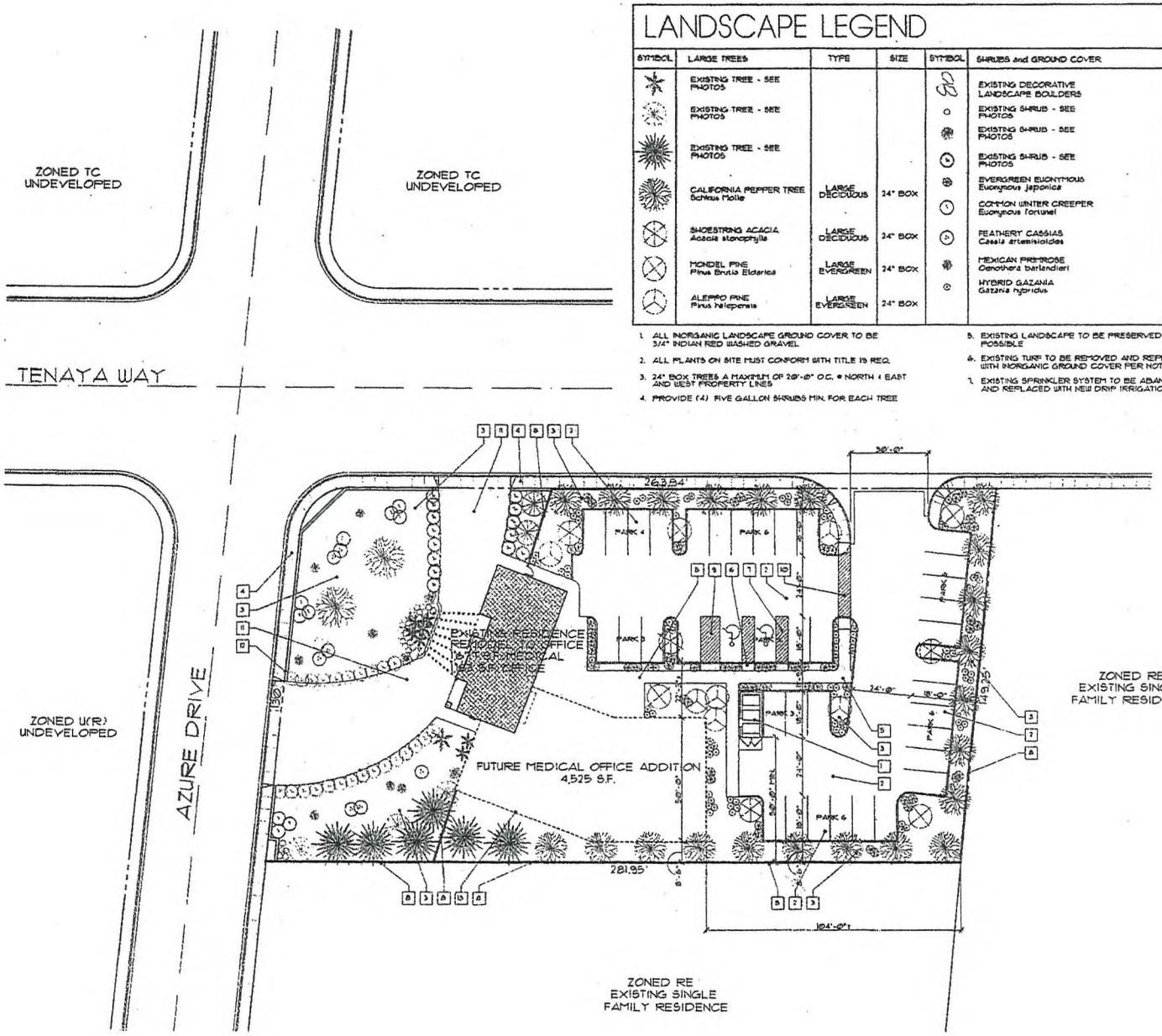
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.



LANDSCAPE LEGEND

SYMBOL	LARGE TREES	TYPE	SIZE
	EXISTING TREE - SEE PHOTOS		
	EXISTING TREE - SEE PHOTOS		
	EXISTING TREE - SEE PHOTOS		
	CALIFORNIA PEPPER TREE *Schinus Molle*	LARGE DECIDUOUS	24" BOX
	SHOESTRING ACACIA *Acacia stenophylla*	LARGE DECIDUOUS	24" BOX
	MONDEL PINE *Pinus Brutia Eldarica*	LARGE EVERGREEN	24" BOX
	ALEPPO PINE *Pinus halepensis*	LARGE EVERGREEN	24" BOX

SYMBOL	SHRUBS and GROUND COVER	SIZE
	EXISTING DECORATIVE LANDSCAPE BOULDERS	
	EXISTING SHRUB - SEE PHOTOS	15 GAL
	EXISTING SHRUB - SEE PHOTOS	15 GAL
	EXISTING SHRUB - SEE PHOTOS	1 GAL
	EVERGREEN EUONYMOUS *Euonymous japonica*	1 GAL
	COMMON WINTER CREEPER *Euonymous fortunei*	1 GAL
	FEATHERY CASSIAS *Cassia artemisioides*	
	MEXICAN PRIMROSE *Oenothera berlandieri*	
	HYBRID GAZANIA *Gazania hybridus*	

1. ALL INORGANIC LANDSCAPE GROUND COVER TO BE 3/4" INDIAN RED WASHED GRAVEL
2. ALL PLANTS ON SITE MUST CONFORM WITH TITLE 19 REQ.
3. 24" BOX TREES A MAXIMUM OF 20'-0" O.C. @ NORTH & EAST AND WEST PROPERTY LINES
4. PROVIDE (4) FIVE GALLON SHRUBS MIN. FOR EACH TREE
5. EXISTING LANDSCAPE TO BE PRESERVED WHERE POSSIBLE
6. EXISTING TURF TO BE REMOVED AND REPLACED WITH INORGANIC GROUND COVER PER NOTE #1
7. EXISTING SPRINKLER SYSTEM TO BE ABANDONED AND REPLACED WITH NEW DRIP IRRIGATION SYSTEM

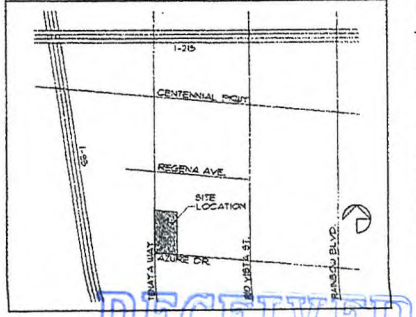
KEYNOTES

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE WITH PAIR OF 3050 WROUGHT IRON GATES WITH STAMPED METAL BACKING AND LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA - BY OTHERS
4	CONCRETE SIDEWALK, CURB & GUTTER AS PER CITY OF LAS VEGAS
5	4" CONCRETE SIDEWALK W/ROCKSALT FINISH
6	HANDICAP CURB RAMP
7	HANDICAP ACCESS AISLE
8	EXISTING 6'-0" HIGH CONCRETE BLOCK WALL
9	VAN ACCESSIBLE HANDICAP ACCESS AISLE
10	HANDICAP ACCESSIBLE ROUTE FROM PUBLIC WAY
11	NEW CONCRETE DRIVEWAY W/ROCKSALT FINISH
12	EXISTING DECORATIVE ROCK WALL
13	PROPOSED FUTURE CONSTRUCTION

PROJECT DATA

EXISTING ZONING:	RE
REQUIRED ZONING:	PR
BUILDING AREA	EXISTING OFFICE GENERAL OFFICE = 1183 S.F. MEDICAL OFFICE = 1671 S.F. FUTURE OFFICE MEDICAL OFFICE = 4525 S.F. TOTAL GENERAL OFFICE = 1183 S.F. TOTAL MEDICAL OFFICE = 6,202 S.F.
PARKING REQUIRED:	GENERAL OFFICE 1/360 X 1183 S.F. = 3.04 SPACES MEDICAL OFFICE @ 1/200 FOR 7,000 S.F. OF G.F.A. AND 1/175 S.F. FOR ADDITIONAL @ 6,202 S.F. 7,000 S.F. @ 1/200 = 10 SPACES 4,202 S.F. @ 1/175 S.F. = 24.01 SPACES TOTAL = 37.05 SPACES
PARKING PROVIDED:	38 SPACES
FLOOR AREA RATIO:	4%
FUTURE AREA RATIO:	15%
SITE ACREAGE	41,943 S.F. .96 ACRES
APN#	125-275-03-008

LOCATION



1 SITE PLAN
SCALE: 1" = 20'-0"

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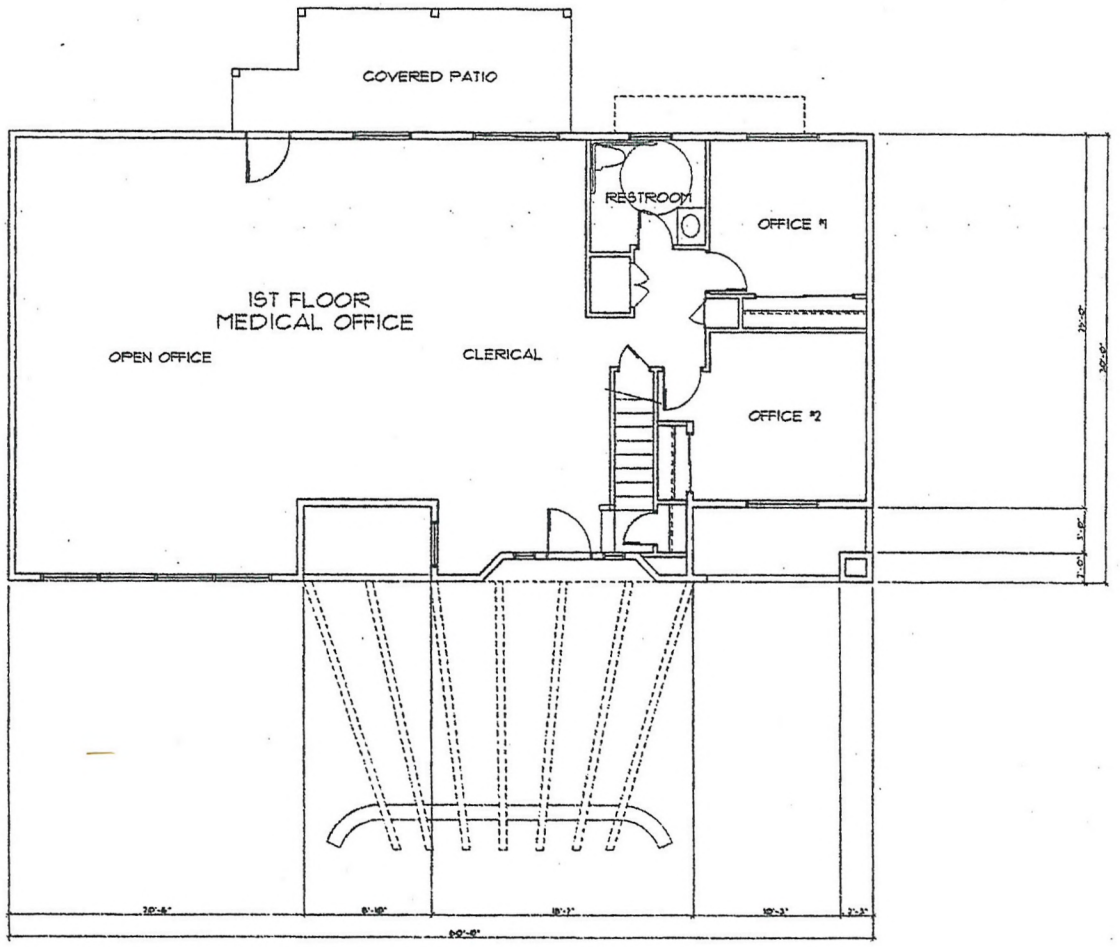
revisions

john daull architect

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields

date 4-18-2024
proj. no. 2024-21
drwn by

sheet no. A1



FLOOR PLAN

SCALE: 1/4" = 1'-0"

1ST FLOOR AREA = 1,677 S.F.
2ND FLOOR AREA = 1,183 S.F.
TOTAL AREA = 2,860 S.F.

KEYNOTES

•	description

john dauil burke, arcnitect
3411 WEST OQUENDO RD., #81 LAS VEGAS, NV 89118 (702) 341-1234

revisions

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields
City of Las Vegas Nevada

date	7-15-2010
proj. no.	2824-5
drwn. by	
chkd. by	

sheet no. A2

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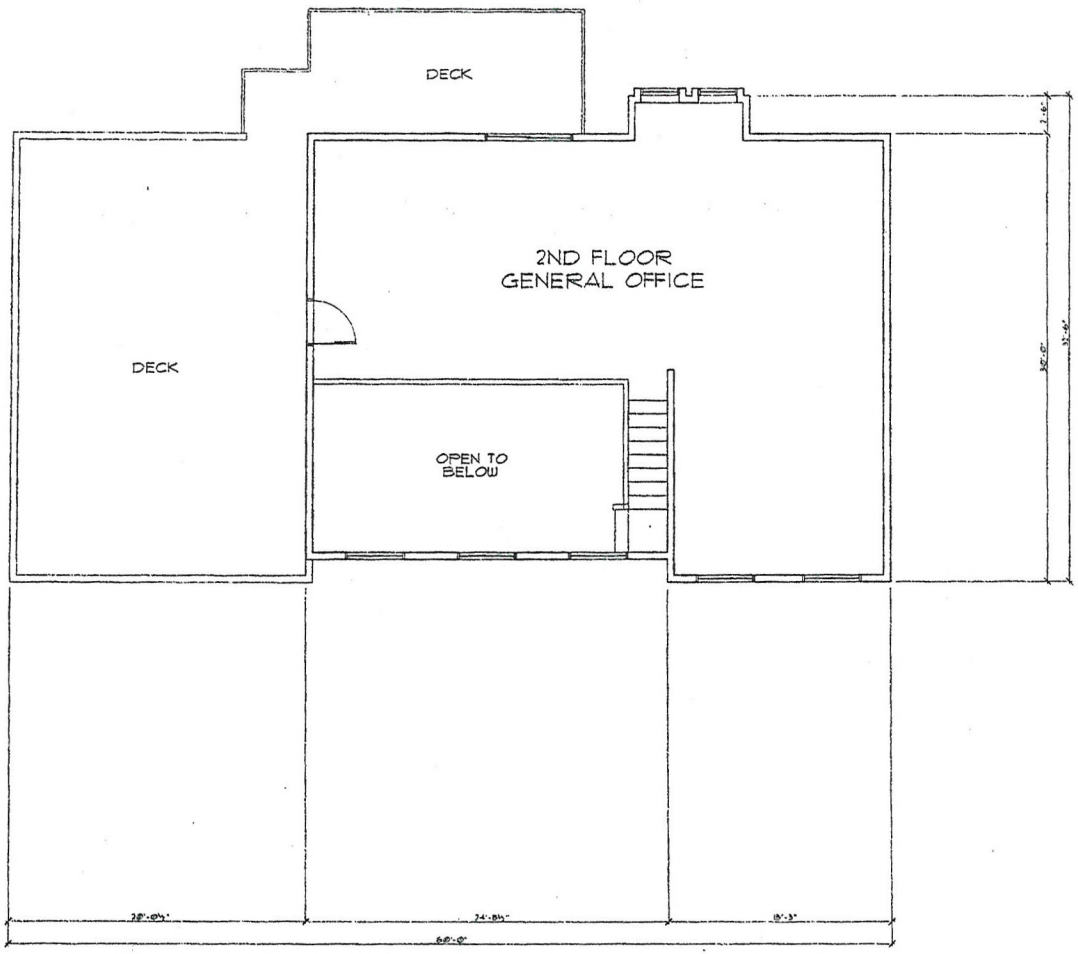

1 2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"

1ST FLOOR AREA = 1,677 S.F.
2ND FLOOR AREA = 1,183 S.F.
TOTAL AREA = 2,860 S.F.

#	description

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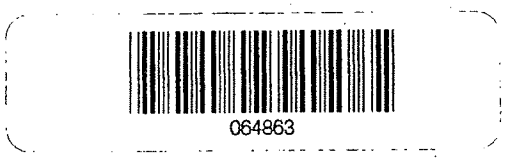
revisions

john daull burke, architect
3471 FIRST OQUENDO RD. #301 LAS VEGAS, NV 89118 / 702.876-4863

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields
Nevada

date	4-19-2004
proj. no.	2004-21
drwn. by	-

sheet no. A3



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

November 16, 2006

Mr. and Mrs. Charles Shields
7180 West Azure Drive
Las Vegas, Nevada 89130

RE: ZON-15233 - REZONING
CITY COUNCIL MEETING OF NOVEMBER 15, 2006
RELATED TO GPA-15231 AND SDR-15235

Dear Mr. and Mrs. Shields:

The City Council at a regular meeting held November 15, 2006 APPROVED the request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008). The Notice of Final Action was filed with the Las Vegas City Clerk on November 16, 2006. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-15231) to an O (Office) Land Use Designation approved by the City Council.

2. A Resolution of Intent with a two-year time limit is hereby granted.

3. A Site Development Plan Review (SDR-15235) application, if approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

4. Dedicate an additional five feet of right-of-way for a total half-street width of 45 feet on Tenaya Way and a 54-foot radius on the northeast corner of Tenaya Way and Azure Drive adjacent to this site prior to the issuance of any permits. Also dedicate appropriate right-of-way adjacent to this site for a bus turnout on Tenaya Way in accordance with Standard Drawing #234.3 and grant a passenger shelter and loading pad easement in accordance with Standard Drawing #234.2 if requested by the Regional Transportation Commission (RTC) prior to the issuance of any permits, unless otherwise allowed by the City Traffic Engineer.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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EOT-39951

5. Construct all incomplete half-street improvements on Tenaya Way, including a bus turnout, to meet current City Town Center Standards adjacent to this site concurrent with development. In addition, construct half-street improvements, including appropriate transitional paving, on Azure Drive adjacent to this site concurrent with development. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

6. Coordinate with the Collection Systems Planning Section of Public Works to determine an appropriate public sewer connection to service this site prior to the issuance of any permits for this site.

7. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

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

EOT-39951

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
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CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

November 21, 2008

Mr. Charles Shields
7180 West Azure Drive
Las Vegas, Nevada 89130

RE: EOT-30803 – EXTENSION OF TIME
CITY COUNCIL MEETING OF NOVEMBER 19, 2008

Dear Mr. Shields:

The City Council at a regular meeting held November 19, 2008 APPROVED the request for an Extension of Time of an approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008). The Notice of Final Action was filed with the Las Vegas City Clerk on November 20, 2008. This approval is subject to:

Planning & Development

1. This Rezoning (ZON-15233) shall expire on 11/15/10 unless another Extension of Time is approved by the Planning and Development Department.

2. Conformance to the conditions of approval of Rezoning (ZON-15233) as required by the Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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OCT 19 2010
EOT-39951

Captain Charles H. Shields

24th September 2010

City of Las Vegas Planning and Development,
731 S. Fourth Street,
Las Vegas. NV. 89101

Re: Justification Letter, Extension of Time: 7180 west Azure Dr, Las Vegas.89130
Assessor's Parcel Number – 125-275-03-008

We are requesting an extension of time for the above property P-R zoning. We need it because of architectural issues

The site is located east of Tenaya Way and north of Azure Drive just south of the 1-215 Beltway and east of US-95. Although the proposed site is planned for rural use, immediately west of the site is planned and zoned Town Center (TC). The TC category is described as a General Commercial Planned Development. The equivalent General Plan Categories for the TC designation are Service Commercial, General Commcial, Office, Light Industrial/Research and High Density Residential. TC is described as "a mixed uses employment center development category" created by the intersection of US95 and the proposed beltway systems. Uses include mall facilities or shopping centers and other retail facilities: high density residential uses: planned business: office and industrial park: and recreational uses.

The proposed General Plan Amendment and Rezoning from Rural to Office Professional is the ideal transition from this high density, urban master planned community which is immediately adjacent to the proposed site, and the residential development to the southeast.

Further, the burdens imposed by such a change will be consistent with those imposed by the TC uses as well as the current traffic flow on Tenya and Azure just south of the Beltway.

The proposed plan amendment and rezoning is compatible with the TC to the east and furthers the goals of the general plan by promoting transitional zoning where appropriate.

Please contact me if you have any questions or concerns.

Charles H. Shields

CHARLES H. SHIELDS

7180 West Azure Dr,
LAS VEGAS
NEVADA. U.S.A. 89130

Phone: (702) 658 3385
Fax: (702) 658 8202
Cell: (702) 525 4668

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OCT 19 2010
EOT-39951

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

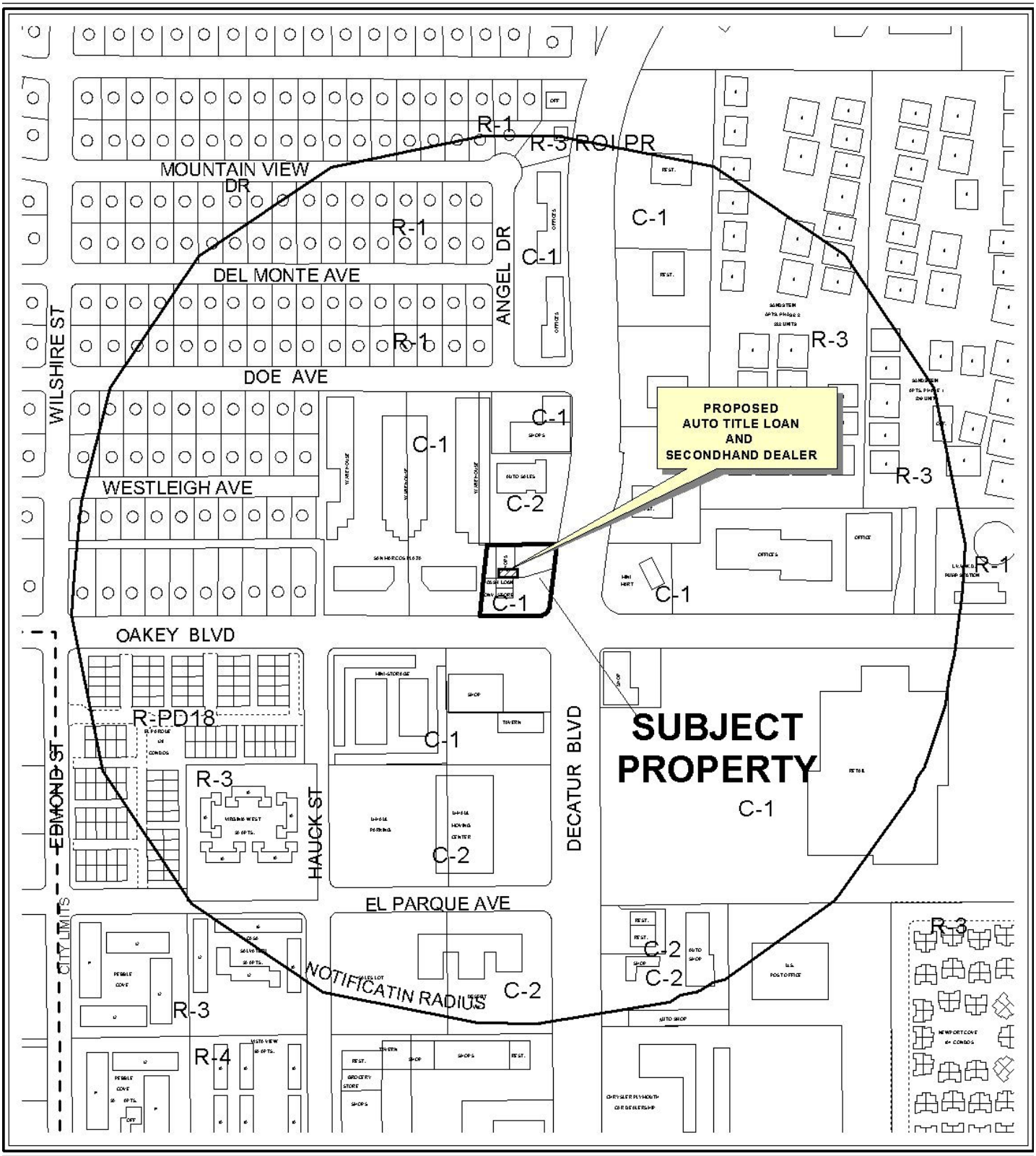
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38534 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-38533 - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER USE (JEWELRY) WITHIN AN EXISTING 750 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), 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.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the July 29, 2010 Planning Commission Meeting for Item SUP-38534



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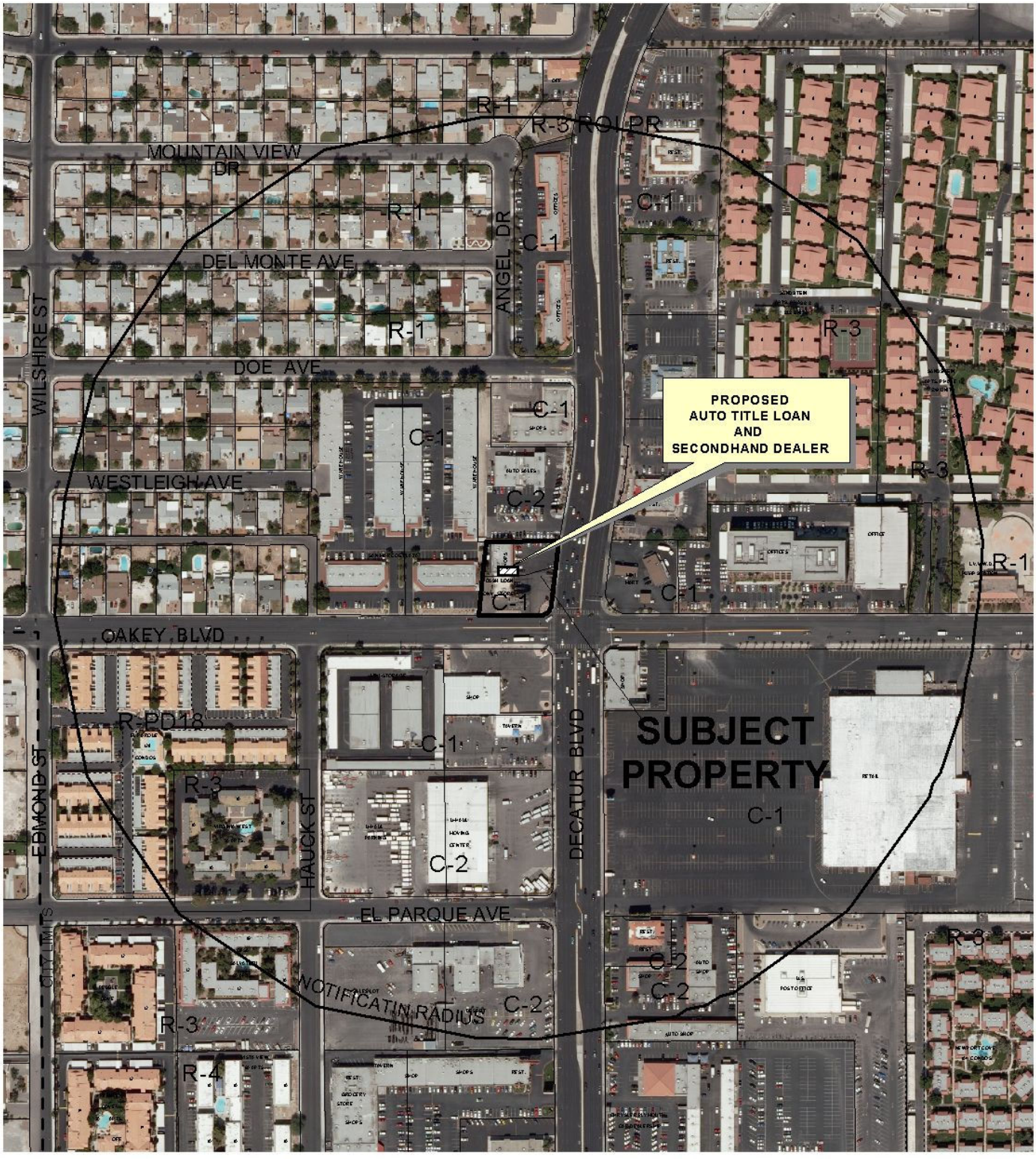
CASE: **SUP-38533 AND SUP-38534**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



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CASE: **SUP-38533 AND SUP-38534**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 5, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38534	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-38534 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Secondhand Dealer use.

2. All window signage shall be in conformance with LVMC Title 19.14, or removed within 30 days of the date of final approval.

3. 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.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RG

Staff Report Page One
February 2, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting two Special Use Permit for Auto Title Loan and Secondhand Dealer within an existing 750 square-foot non-conforming Financial Institution, Specified at 1620 South Decatur Boulevard, Suite A. The applicant is requesting for a waiver for the Auto Title Loan to allow the minimum of 750 square feet, where 1,500 square feet minimum of the building or portion thereof that is dedicated for the use. Staff is recommending approval of these applications because the proposed uses can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. If this request is denied, the Auto Title Loan and Secondhand Dealer uses cannot be permitted on this site.

ISSUES

- A waiver is required to allow 750 square feet for the Auto Title Loan use where 1,500 square feet is the minimum floor area required.
- A site visit by staff and noted that a window signage was observed and exceeded the 25 percent coverage allowed pursuant to Title 19.14.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/21/69	05/21/69 - The Board of City Commissioners approved for a Rezoning (Z-0026-69) on property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, from R-3 and R-1 to C-1. The Planning Commission recommended approval.
10/22/69	The Board of City Commissioners approved a request for a six month Extension of Time under Z-0026-69 on property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, C-1 Zone. The Planning Commission recommended approval.
02/14/85	The Planning Commission approved a Plot Plan Review (Z-0026-69) of property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, C-1 Zone. Staff recommended approval.
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of companion items SUP-38533 and SUP-38534 (PC Agenda Items #44-45/rg).
09/01/10	The City Council voted (5-1) to recommend APPROVAL of companion item SUP-38533 and voted to hold this item in abeyance to the January 5, 2011 City Council meeting.

Most Recent Change of Ownership	
12/24/90	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/12/85	A building permit (#6238) was issued for a Commercial Retail Building at 1620 South Decatur Boulevard. The project was completed on 07/19/85.
08/08/95	A business license (C21-00023) was issued for a Check Cashing Service at 1620 South Decatur Boulevard Suite #A. The license was reclassified to Non-Depository Lender on 09/18/09.
01/07/10	A temporary business license (N02-00124) was issued for Non-Depository Lender at 1620 North Jones Boulevard Suite #A. The temporary business license will expire on 07/07/10.

Pre-Application Meeting	
06/03/10	A pre-application meeting with applicant was held where elements of submitting Special Use Permit applications for an Auto Title Loan and Secondhand Dealer were discussed. The topic included: • The submittal of application materials, meeting dates, and deadlines were discussed. • The parking requirement for an Auto Title Loan and Secondhand Dealer are the same as the Financial Institution, Specified. The required parking is one space per 250 square feet of gross floor area and no additional parking is required for the proposed use. • The site plan needs to be revised to include a comprehensive parking calculation with the parking requirements of different uses on-site. • The justification letter needs to be revised to include the business address and suite number of the proposed use. • The hours of operation needs to be indicated on the justification letter indicating that the use will not extend beyond the hours of 8:00 a.m. to 11:00 p.m. Otherwise, a waiver is required to extend the required hours of operation requirements. • A waiver is required to allow 750 square feet for the use where 1,500 square feet is the minimum floor area required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/24/10	A field check was conducted by staff and observed window signage of the subject suite. Pursuant to Title 19.14, the window signage exceeds 25 percent.

Details of Application Request	
Site Area	
Net Acres	0.30

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office/General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Motor Vehicle Sales, Used	GC (General Commercial)	C-2 (General Commercial)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Convenience Store & Service Station (without Automotive Repair)	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, Specified	750 SF	1/250 SF	3				
Retail	1,500 SF	1/175 SF	10				
General Retail	750 SF	1/175 SF	5				
Office other than listed	2,250 SF	1/300 SF	9				
Beauty Salon	750 SF	3 space per station	15				
TOTAL SPACES REQUIRED			42		16		
TOTAL (With Handicapped)			40	2	15	1	N
Loading Spaces	6,000 SF	Less than 10,000 SF	1		1		Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500 square feet minimum of the building or portion thereof that is dedicated for the use.	750 square feet is the existing area of the suite.	Approval

ANALYSIS

The proposed Auto Title Loan will allow a business that provides check cashing services such as a principal service deferred, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash. The proposed Secondhand Dealer will allow a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. The term includes the sale of jewelry (Class III type) and scrap precious metals. The parking requirement for this site is determined by the different uses; therefore, 37 parking spaces are required. Currently, the provided parking for the site is 16 spaces and it is a parking-impaired development, pursuant to Title 19.10.010. The proposed Auto Title Loan and Secondhand Dealer uses will not increase the area of the suite or result in a change of use that requires an increase in the number of required parking spaces, whereas they have the same parking requirement as the existing non-conforming Financial Institution, Specified. The Financial Institution, Specified use has been pre-existing on-site prior to the requirements for a Special Use Permit.

A minimum Special Use Permit requirement for the proposed Auto Title Loan use is a 1,500 square-foot minimum floor area for the use. The applicant has requested a waiver to allow 750 square feet of floor area for the proposed use.

A site visit was conducted by staff noted a window signage was observed and exceeded the 25 percent coverage allowed pursuant to Title 19.14. A condition of approval has been added to address the window signage.

The proposed Auto Title Loan and Secondhand Dealer uses can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. No additional parking requirements for the proposed uses, staff is recommending approval of this request.

FINDINGS (SUP-38533)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Decatur Boulevard, a 100-foot Primary Arterial and Oakey Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use does not meet the applicable condition per Title 19.04. Staff recommends approval of a waiver to allow 750 square feet minimum for the proposed use, where 1,500 square feet minimum is required.

FINDINGS (SUP-38534)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed Secondhand Dealer use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Decatur Boulevard, a 100-foot Primary Arterial and Oakey Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The Secondhand Dealer use meets all of the applicable conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 261 (By City Clerk)

APPROVALS 1

PROTESTS 2

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JUN 14 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38534** APN: 163-01-602-005

Name of Property Owner: Decatur - Oakey Plaza, L.P.

Name of Applicant: Loanex

Name of Representative: Bob Gronauer - Kaempfer Crowell Renshaw Gronauer & Fiorentino

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

X Signature of Property Owner: Joseph Vranesh

Print Name: Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 2010

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
No: 05-101729-1 December 2, 2013

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JUN 14 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Second Hand Sales

Project Address (Location) 1620 S. Decatur Boulevard Suite A

Project Name Loanex **Proposed Use** Second Hand Sales

Assessor's Parcel #(s) 163-01-602-005 **Ward #** 1

General Plan: existing _____ proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information See attached justification letter

PROPERTY OWNER Decatur-Oakey Plaza, L.P. **Contact** John Grewell

Address 1700 S. 8th Street **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89104

E-mail Address johngrewell@gmail.com

APPLICANT Loanex **Contact** John Grewell

Address 71 Marsh Harbor Court **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89148

E-mail Address johngrewell@gmail.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Bob Gronauer

Address 8345 W. Sunset Road, Suite 250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address rjg@kcnvlaw.com

X **Property Owner Signature*** Joseph Vranesh

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 20 10

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
December 2, 2013
No: 05-101729-1

Revised 10/27/08

886577.1 AMP

FOR DEPARTMENT USE ONLY

Case #	SUP 38534
Meeting Date:	7.29.10
Total Fee:	$1,030.-
Date Received:*	6.14.10
Received By:	JBA

*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

15919.4

SUP-38533 & SUP-38534 - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA, LIMITED PARTNERSHIP
1620 SOUTH DECATUR BOULEVARD, SUITE A

06/24/10

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.882.0257

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

June 11, 2010

VIA HAND DELIVERY

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: ***Justification Letter – Special Use Permit for Auto Title Loan & Secondhand Sales and Waivers to Reduce Square Footage Requirements***
APN: 163-01-602-005

To Whom It May Concern:

Please be advised this office represents Loanex (the "Applicant"). The Applicant is seeking a special use permit for an auto title use, secondhand dealer for the buying and selling of gold and a waiver of square footage requirements at its existing business located at 1620 S. Decatur Blvd. Suite A. on the northwest corner of Decatur Boulevard and Oakey Boulevard, more particularly known as APN: 163-01-602-005 (the "Site").

The Applicant has been lawfully operating its 750 square foot check cashing/payday loan/title loan business from 9am to 6pm Monday through Friday for a number of years at the Site, including offering an auto title use to it customers. The Code requires a minimum square footage of 1500 square feet and the Applicant's suite is 750 square feet. However, the Nevada legislature recently amended the state law which resulted in existing businesses of this type to reclassify their local business licenses which carved out auto title loans as a separate use. Therefore, as the Site is zoned C-1 a special use permit is now required for the Applicant to obtain approval of the amended business license.

As a result and in order to comply with the new state and local laws, the Applicant is seeking the special use permit to continue offering auto title uses at the Site, as it has for the past several years.

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JUN 14 2010

SUP-38533
SUP-38534

Secondhand Dealer

In addition the Applicant wishes to expand its business by offering the buying and selling of gold and precious metals at this Site. This use is allowed in a C-1 zone with the approval of a special use permit.

We thank you in advance for your consideration of this matter. Should you have any additional questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste for

AJC/

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JUN 14 2010

SUP-38533
SUP-38534

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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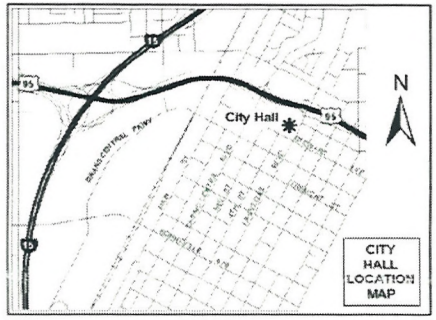
JUL 16 2010
MAILED FROM ZIP CODE 89101

RECEIVED
JUN 21 2010

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

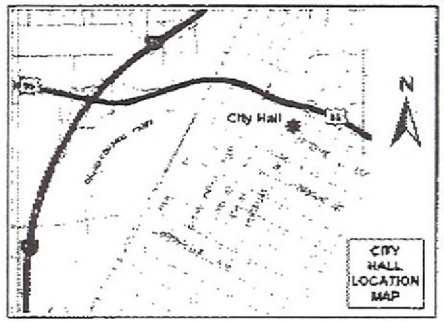
Case: SUP-38533
16301616002
BRYANT JEFFREY DELL & AMY
5232 W OAKEY BLVD
LAS VEGAS NV 89146-3314

44-45

07/22/2010 19:32 7028773349 ERIC: "=LANETTE PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.41[4]

MAILED FROM ZIPCODE 89101

Case: SUP-38533

16301616004
HIGGONBOTHAM ERIC & LANETTE
5224 W OAKEY BLVD
LAS VEGAS NV 89146-3314

RECEIVED
JUN 23 2010

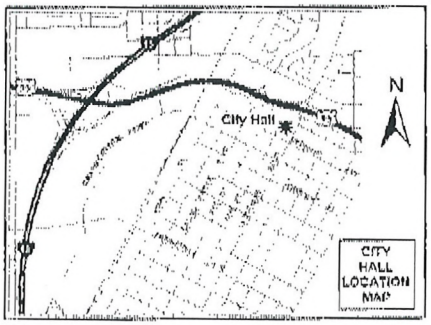
Submitted after final agenda
Date
Item 44-45 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

Case: SUP-38533

16301602005
DECATUR-OAKEY PLAZA L P
1700 S 8TH ST
LAS VEGAS NV 89104-2845

RECEIVED
JUN 2 0 2010

44-45
A

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

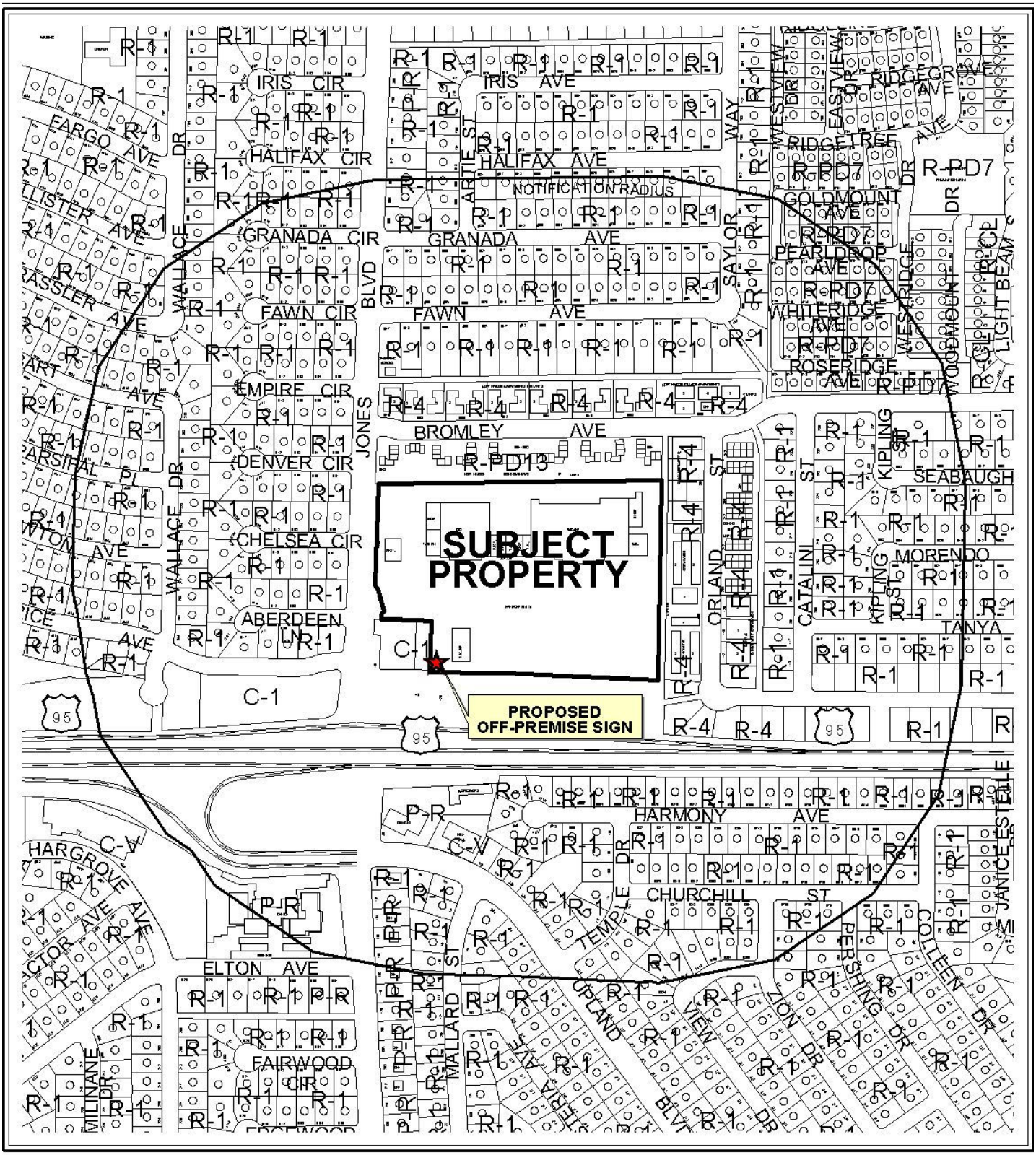
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-39433 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**4**
City Council Meeting	**5**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

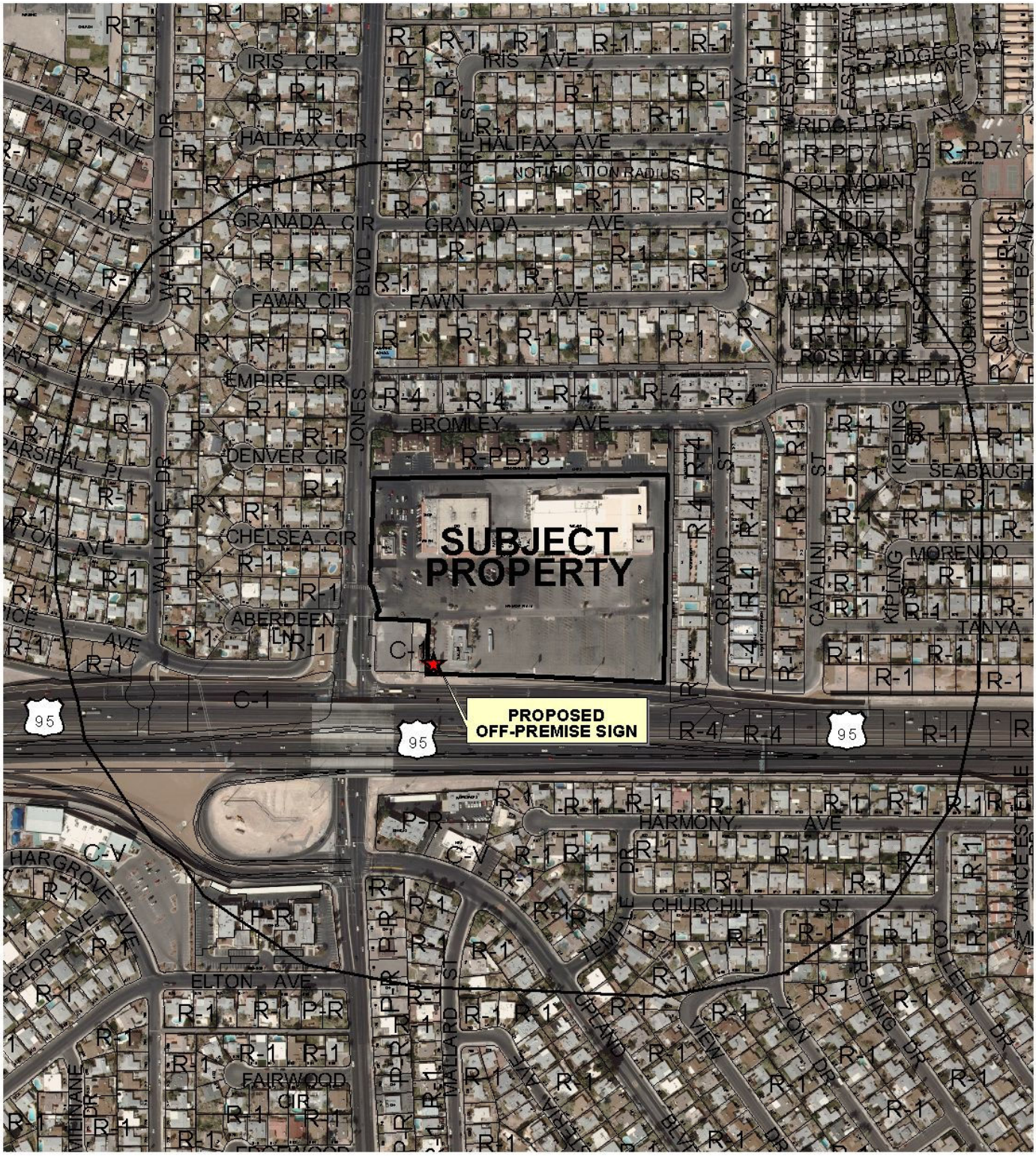
BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-39433 and SUP-39432
2. Conditions and Staff Report - VAR-39433 and SUP-39432
3. Supporting Documentation
4. Photos - VAR-39433 and SUP-39432
5. Justification Letter - VAR-39433 and SUP-39432
6. Protest/Support Postcards – VAR-39433 and SUP-39432
7. Abeyance Request Letter by Kaempfer Crowell Renshaw Gronauer and Fiorentino – VAR-39433 and SUP-39432
8. Backup referenced from the October 21, 2010 Planning Commission Meeting for Items – VAR-39433 and SUP-39432



CASE: **VAR-39433 AND SUP-39432**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **VAR-39433 AND SUP-39432**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE JANUARY 19, 2011 CITY COUNCIL MEETING AT THE APPLICANT'S REQUEST

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-39433	Staff recommends DENIAL, if approved subject to conditions:	N/A
SUP-39432	Staff recommends DENIAL, if approved subject to conditions:	VAR-39433

**** CONDITIONS ****

VAR-39433 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-39432) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

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.

SUP-39432 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Off-Premise Sign use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-39433) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. 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. The existing sign at 110 North Jones Boulevard shall be removed prior to the issuance of any building permit for the proposed sign. A demolition permit is required.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. This Special Use Permit shall be reviewed in three year(s), at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

7. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

8. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

9. Only one advertising sign is permitted per sign face.

10. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit and Variance shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

11. The Off-Premise Sign supporting structure shall be redesigned to include finish materials that complement the existing on-site building. The entire face-area of both sides of the Off-Premise Sign shall be signage area or its border framework; none of the supporting structure shall be visible aside from the support pole.

12. Bird deterrent devices shall be installed on the sign.

13. A Demolition Permit shall be obtained, prior to the removal of the existing Off-Premise Sign.

14. The protective island at the base of the sign shall be curbed and ground cover shall be provided. The island shall not reduce required drive aisles to less than 24 feet.

15. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

16. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

17. The proposed off premise sign shall not be located within the public right-of-way or interfere with Site Visibility Restriction Zones. The sign base shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for the removal of an existing 50-foot tall, 14-foot by 48-foot Off-Premise Sign, located at 110 North Jones Boulevard, and to permit a 65-foot tall, 14-foot by 48-foot Off-Premise Sign located at 120 North Jones Boulevard. An existing 25-foot On-Premise Freestanding Sign is presently located where the proposed Off-Premise Sign is to be installed; the applicant has indicated that this sign will be removed. The proposed Off-Premise Sign does not meet the minimum requirements of Title 19.14, as indicated by the request for the height Variance, and staff recommends denial. If denied, the existing 50-foot, tall 14-foot by 48-foot Off-Premise Sign would remain.

ISSUES

- An Off-Premise Sign use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- Due to the height of the proposed sign, approval of a Variance (VAR-39433) is required to approve the associated request for a Special Use Permit (SUP-39432).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/22/97	The City Council approved a Special Use Permit (U-0107-96) to allow a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval.
02/20/02	The City Council approved the Required Five-Year Review [U-0107-96(1)] of an approved Special Use Permit (U-0107-96) for a 14-foot by 48-foot (672 square feet each side) Off-Premise at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a Required Two-Year Review (RQR-3686) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
09/06/06	The City Council approved a Required Two-Year Review (RQR-13987) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.

10/01/08	The City Council approved a Required Two-Year Review (RQR-28940) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
10/21/10	The Planning Commission voted (6-0-1/rt) to recommend APPROVAL of companion items VAR-39433 and SUP-39432 (PC Agenda Items #51-52/jg).
11/17/10	The City Council voted to hold this item in abeyance to the December 15, 2010 City Council meeting.
12/15/10	The City Council voted to hold this item in abeyance to the January 19, 2011 City Council meeting

Most Recent Change of Ownership	
09/28/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/17/97	A building permit (97003468) was issued for a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard. The permit was finaled on 03/04/97.
08/19/04	A building permit (04019099) was issued under plan check L-3214-04 to relocate the existing billboard due to the widening of US-95. The permit was re-issued on 07/10/08 and a letter from a Profession Engineer licensed with the State of Nevada was provided in lieu of a #225 Final Inspection per Title 19.14.100(D)6.b.

Pre-Application Meeting	
08/27/10	A pre application meeting was held with the applicant, where the submittal requirements for a Special Use Permit and Variance were discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/16/10	The site contains an existing 50-foot Off-Premise Sign, with a storage container at the base containing equipment, ripped chain link fencing and no bird deterrent devices.

Details of Application Request	
Site Area	
Net Acres	14.49

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Condominiums	M (Medium Density Residential)	R-PD13 (Residential Planned Development – 13 Units per Acre)
South	Right-of-Way (US 95)	Right-of-Way (US 95)	Right-of-Way (US 95)
East	Apartments	M (Medium Density Residential)	R-4 (High Density Residential)
West	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	*Code Requirement*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Sign is not in right-of-way and is not located within the Off-Premise Sign Exclusionary Zone	Y

Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-V, C-M and M Zoning Districts only	Sign is in C-1 Zoning District	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 square feet with no embellishments	Y
Height	An Off-Premise Sign within 150 feet of the right-of way of an elevated freeway or highway to which it is oriented may be erected 30 feet above the elevation of the elevated roadway surface nearest the sign.	65 feet (58 feet above US-95)	N
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements screened from view	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95	Approximately 830 feet	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	Approximately 308 feet from closest residentially-zoned property	Y

Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The Off-Premise Sign is permanently secured to the ground on C-1 (Limited Commercial) zoned property.	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Jones Boulevard: Secondary Collector	Master Plan of Streets and Highways	80	Y

ANALYSIS

An Off-Premise Sign use is defined by Title 19.20.020 as "any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not located nor available on the lot where the sign is erected or placed."

The subject site contains an existing Shopping Center and is located in the Airport Overlay District (175 feet); the proposed Off-Premise Sign meets the restriction of 175 feet. Title 19.14.100(C) 7(a) allows for an Off-Premise Sign within 150 feet of the right-of-way line of an elevated freeway or highway to which it is oriented to be erected 30 feet above the elevation of the elevated roadway surface nearest the sign. The Off-Premise Sign 50 feet tall would be permitted with the approval of Special Use Permit (SUP-39432), but the requested height of 65 feet is 15 feet taller than permitted, which is a 23 percent deviation, and would require approval of a variance (VAR-39433).

Since the hardship is a self-created, staff recommends denial of the Variance and consequently, staff recommends denial of this Special Use Permit request.

FINDINGS (VAR-39433)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing an Off-Premise Sign that is 15 feet taller than permitted by code. Alternatively, the Off-Premise Sign could be lowered to 50 feet in height to conform to Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-39432)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use is compatible with existing surrounding land uses; however, the height of the structure exceeds that allowed by Title 19.14, and will not be harmonious with the surrounding existing land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the existing Off-Premise Sign use. However, the height of the structure on the lot does not conform to Title 19.14 standards.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the subject sites is provided via Jones Boulevard. The sites will be sufficiently served by existing roadway facilities.

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.**

   If approved, the proposed use on this site will be subject to periodic inspection by regulatory agencies for business licensing and environmental health, and it will therefore not compromise the public health, safety and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   As conditioned, the proposed use meets all applicable conditions of Title 19.04, with the exception of the requested height of 65 feet.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 590 (By City Clerk)

APPROVALS 6

PROTESTS 14

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SEP 0 2 2010

Case Number: **VAR-39433** APN: 138-25-404-004

Name of Property Owner: D&W Inc. c/o General Growth Properties (GGP)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: WENDELL E. TOBLER

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: Wendell E Tobler

Print Name: WENDELL E. TOBLER

Subscribed and sworn before me

This 14 day of July, 2010

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

RECEIVED SEP 02 2010

Application/Petition For: Variance

Project Address (Location) 120 N. Jones Blvd.

Project Name US 95 / Jones Relocation **Proposed Use** Off-premise sign

Assessor's Parcel #(s) 138-25-404-004 **Ward #** 1

General Plan: existing SC proposed ____ **Zoning:** existing C-1 proposed ____

Commercial Square Footage 672 **Floor Area Ratio** ____

Gross Acres 12.8 **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER D& W Inc. c/o GGP **Contact** Cynthia Stanley-Lee

Address 4300 Meadows Lane **Phone:** (702) 878-3331 **Fax:** ____

City Las Vegas **State** NV **Zip** 89107

E-mail Address ____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* Wendell E Tabler

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name WENDELL E. TABLER

Subscribed and sworn before me

This 14 day of July, 2010.

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public, State of Nevada
My Appt. Exp. ____, 2011

Revised 10/27/08

FOR DEPARTMENT USE ONLY

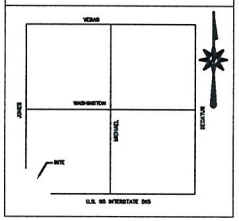
Case #	VAR 39433
Meeting Date:	10.21.10
Total Fee:	$830.-
Date Received:*	9.2.10
Received By:	JTA

*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

PARKING ANALYSIS		
TYPE OF SPACE	TOTAL EXISTING	REQUIRED BY ZONING
REGULAR	699	468
HANDICAP	22	9
TOTAL	721	477
TAKEN BY NEW SIGN	1	
TOTAL	720	477

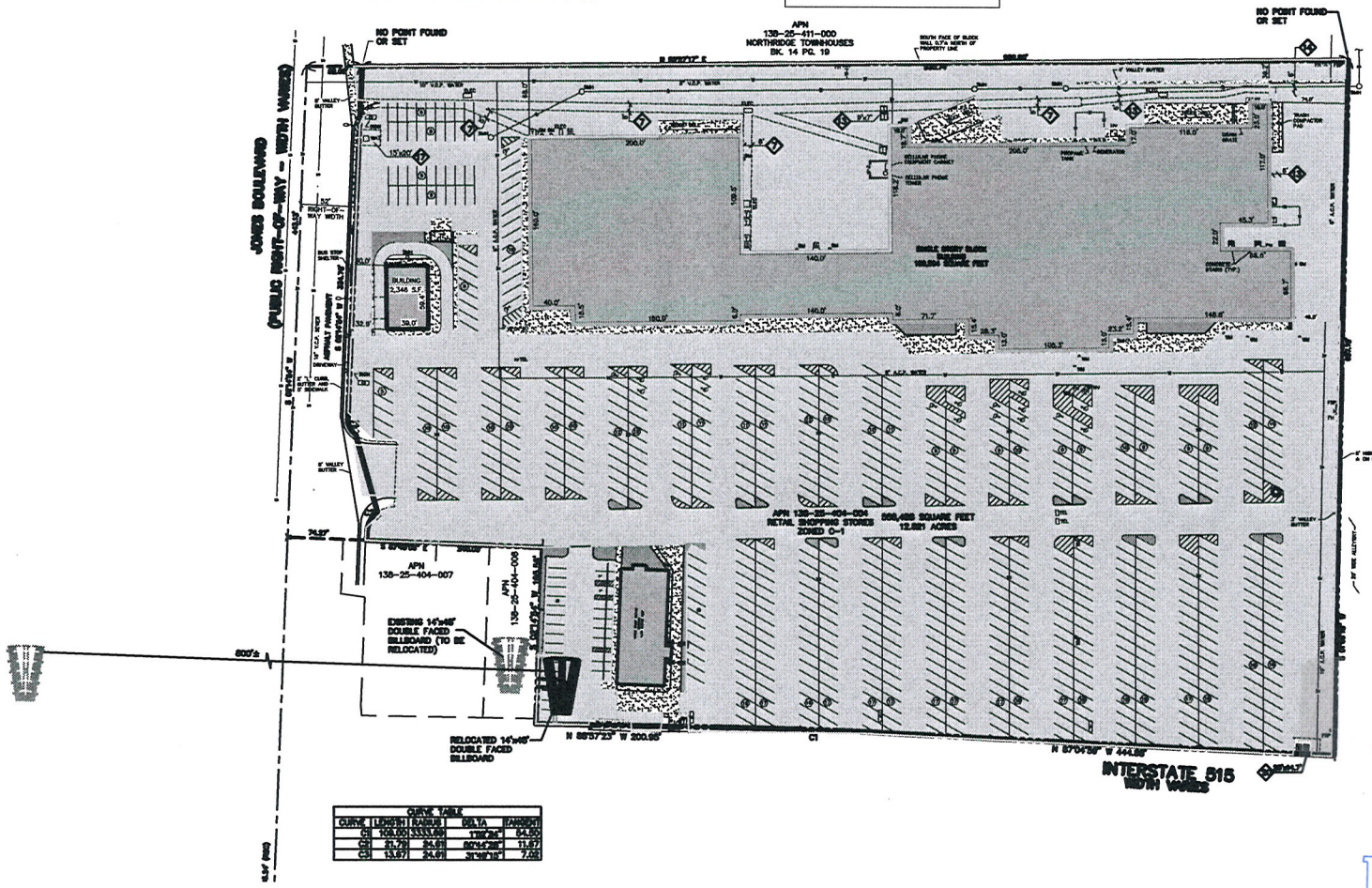
VICINITY MAP NOT TO SCALE



SCALE 1" = 80'

BASIS OF BEARING

NORTH 00°14'54" EAST – THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN ON NEVADA HIGHWAY DEPARTMENT DRAWINGS.



LEGEND

- POINT FOUND AS NOTED
- STREET CENTERLINE
- PROPERTY LINE
- BUILDING LINE
- BLOCK WALL
- CHAIN LINK FENCE
- OVERHEAD POWER & TELEPHONE LINE
- EDGE OF PAVEMENT
- STREETLIGHT
- AREA LIGHT
- POWER TRANSFORMER
- ELECTRIC VAULT
- POWER POLE
- GUY ANCHOR
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WATER VAULT
- SANITARY SEWER MANHOLE
- GAS METER
- ELECTRICAL CABINET
- TRASH ENCLOSURE
- SIGN
- FIRE STAND PIPE
- POWER METER
- PARKING SPACES

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	105.00	5333.00	1°07'36"	52.50
C2	21.79	24.00	52°02'26"	11.67
C3	13.67	24.00	32°36'15"	7.05

VAR-39433
SUP-39432
REVISED

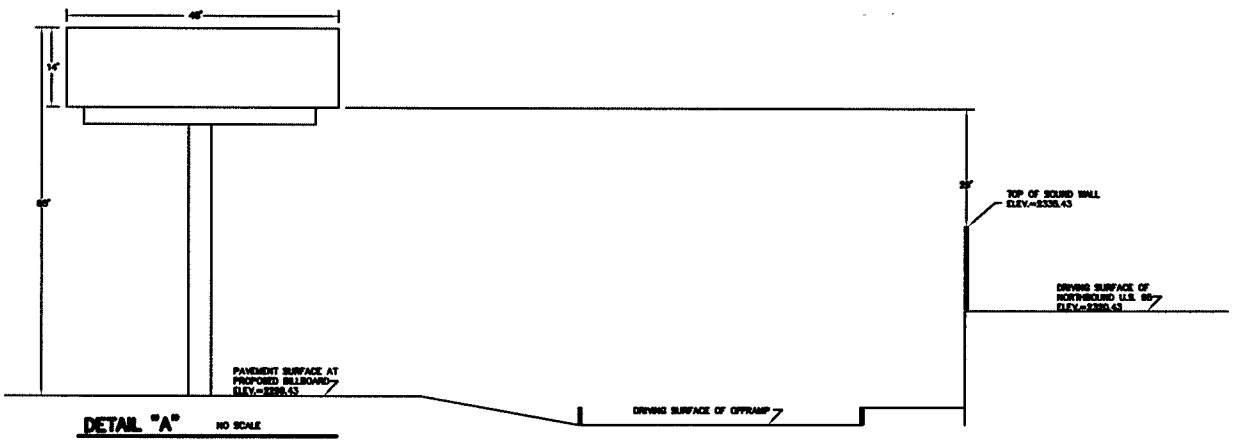
RECEIVED
SEP 28 2010

BILLBOARD PLAN
A.P.N. 138-25-404-004
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS CLARK COUNTY NEVADA

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
1290 HINSON STREET LAS VEGAS, NEVADA 89102
PH. (702) 870-5777 Fax (702) 870-2888

LAMAR ADVERTISING

1 of 2



DETAIL "A" NO SCALE

SCALE 1" = 20'

DECLARATION:

OFF-PREMISES SIGNS NOT PERMITTED:

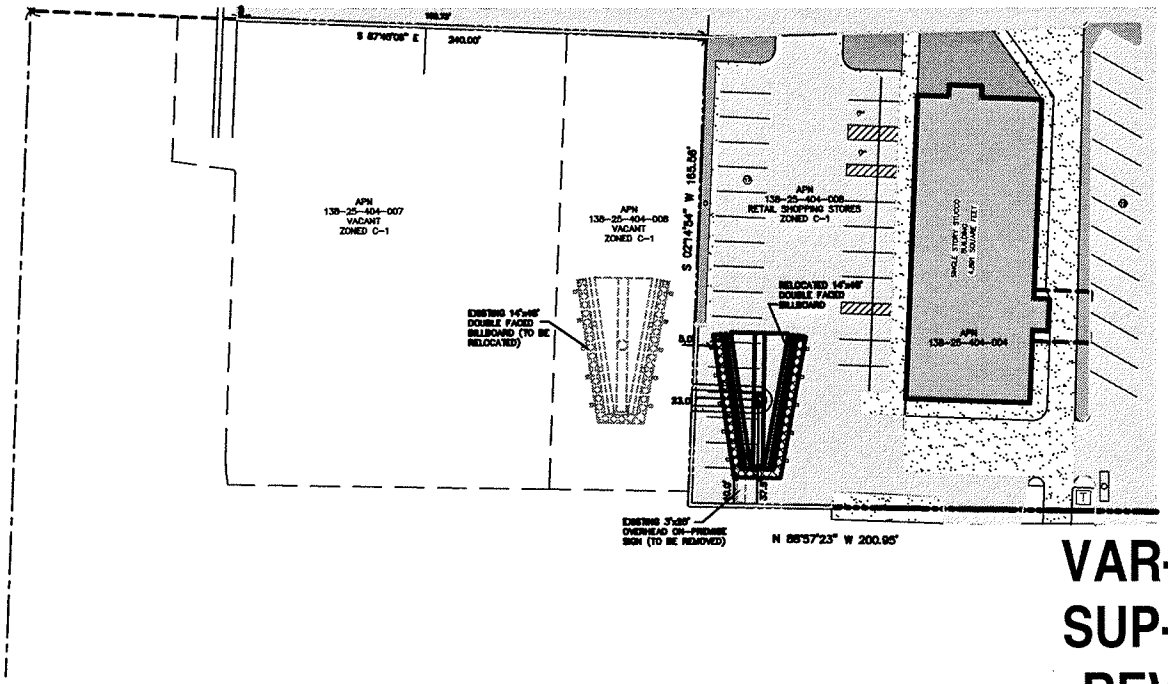
WITHIN 750' OF ANY OTHER OFF-PREMISES SIGN ALONG A FREEWAY OR FEDERAL ROUTE.

WITHIN 300' OF ANY OTHER OFF-PREMISES SIGN ON THE SAME SIDE OF A PUBLIC RIGHT-OF-WAY.

WITHIN 300' OF ANY RESIDENTIALLY ZONED PROPERTY.

WITHIN 50' OF THE POINT OF INTERSECTION OF ANY ROADWAY.

TO FLAG OVER ANY BUILDING OR STRUCTURE.



VAR-39433
SUP-39432
REVISED

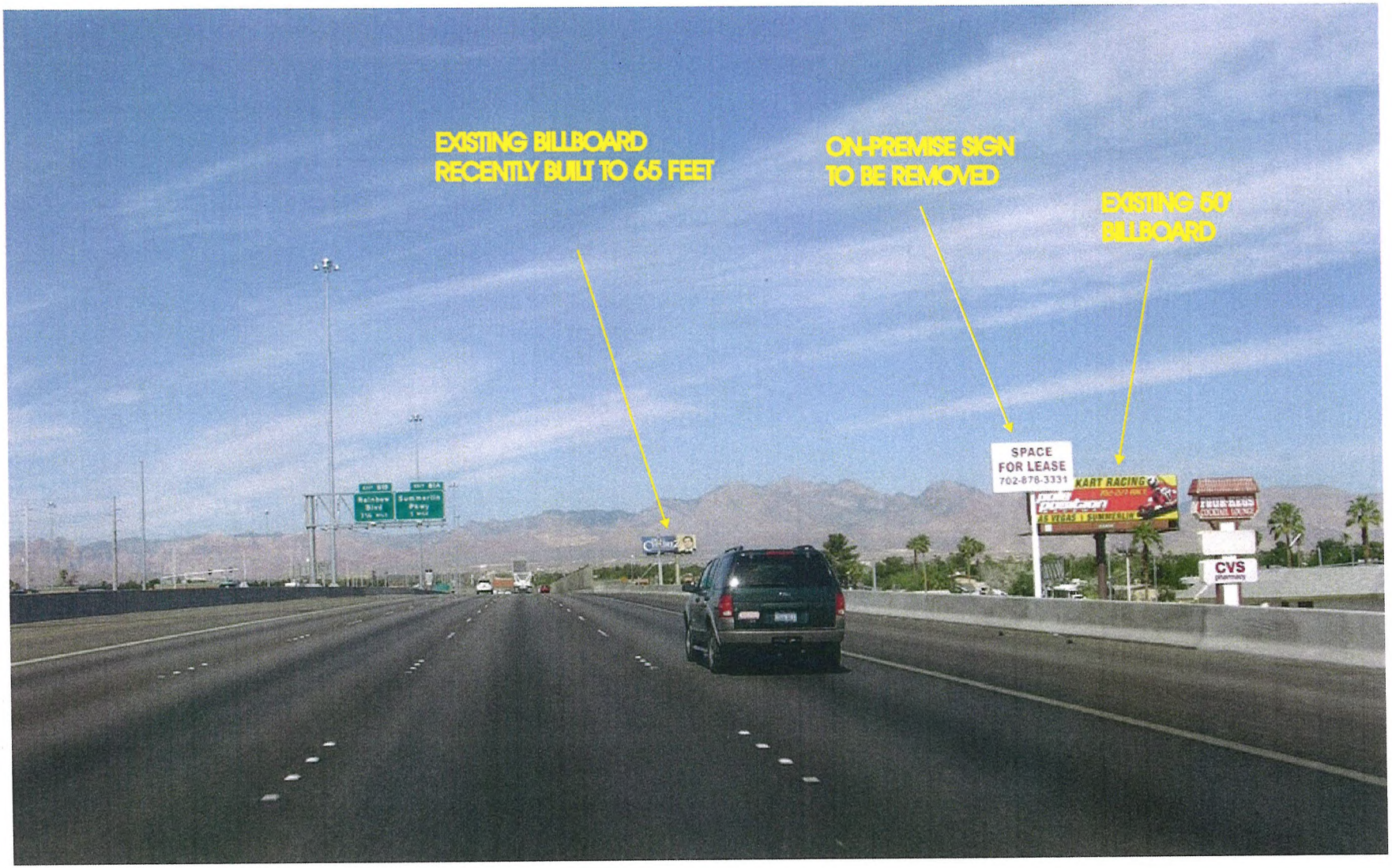
SEP 28 2010

BILLBOARD PLAN
A.P.N. 138-25-404-004
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B.&M.
CITY OF LAS VEGAS CLARK COUNTY NEVADA

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS
1210 HINSON STREET LAS VEGAS, NEVADA 89102
PH. (702) 870-8771 FAX (702) 870-2886

LAMAR ADVERTISING

SHEET 2 OF 2



CURRENT VIEW

RECEIVED
SEP 02 2010

VAR-39433
SUP-39432

VIEW WITH ON -PREMISE SIGN REMOVED AND BILLBOARD RELOCATED AND REBUILT TO 65'

RECEIVED
SEP 02 2010

VAR-39433
SUP-39432

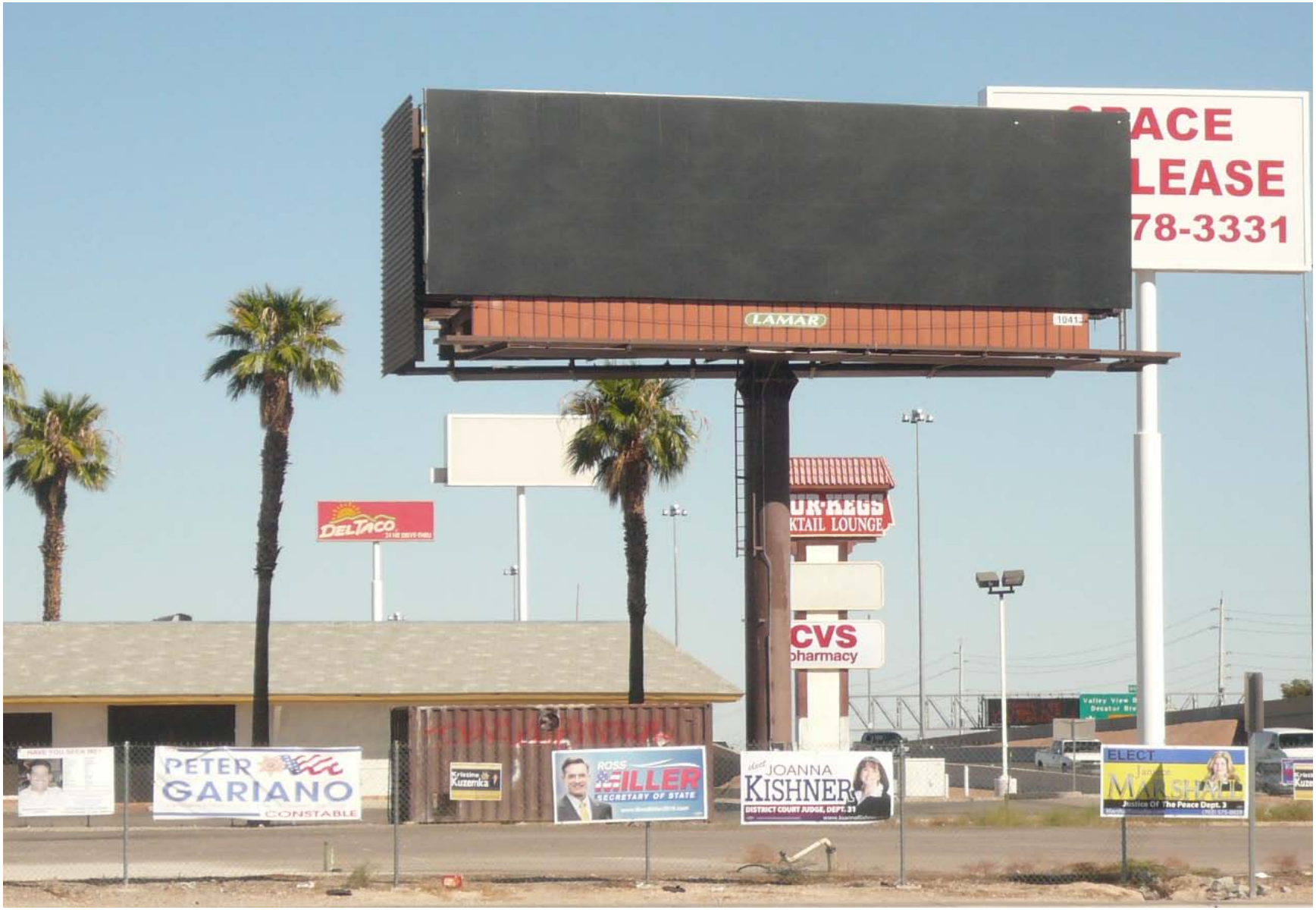
EASTBOUND VISIBILITY AT 65' OVERALL HEIGHT.

RECEIVED
SEP 0 2 2010

VAR-39433
SUP-39432

VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10



VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10

VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10

VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10

VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10

LAMAR ADVERTISING COMPANY

SEP 0 2 2010

May 17, 2010

City of Las Vegas
Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Dear Sir:

Lamar Central Outdoor, LLC ("Lamar") desires to construct a new 65' tall billboard upon the southwest portion of the property located at 120 N. Jones Blvd (APN 138-25-404-004). In conjunction with the construction of the new billboard, Lamar will remove its existing billboard (Special Use Permit U-0107-96) located upon the adjacent property at 110 N. Jones Blvd (APN 138-25-404-008). In addition, Lamar will remove the existing on-premise "For Lease" sign located on the subject property at 120 N. Jones Blvd.

With the removal of its existing billboard on the adjacent property, the new billboard will conform to all codified separation distance requirements from other billboards and residential properties. Just as the existing billboard is now, the new billboard would be within 60' of, and oriented toward, the US 95 Highway. The property upon which the proposed sign would be located is zoned C-1 and is not located in the billboard exclusionary zone.

In addition, Lamar desires a Variance to construct the new sign to an overall height of 65' due to the existence of a nearby noise abatement wall to the west of the proposed location. At 65' overall height, the sign would be 43' above the top of the sound wall which is less than the 45' allowed by code. Also, the height of 65' is consistent with the height of an existing billboard located approximately 800' to the west of the proposed site that was recently approved by the City Council. Although the code permits an existing sign to be raised to 65' with a Minor Site Development Plan Review when it is obstructed by a noise abatement wall, it requires a Variance for new signs to be permitted at 65' under the same circumstances.

This application is, in essence, a relocation of a conforming billboard with a variance to allow unobstructed viewing over a noise abatement wall. It is not the construction of an additional billboard adding to the overall number of signs in the City of Las Vegas. As

1863 Helm Drive • Las Vegas, Nevada 89119
PH. (702) 873-4600 FAX (702) 873-4344

VAR-39433
SUP-39432

well, the Variance request for 65' overall height is consistent with what the City permits for existing signs when a noise abatement wall is present.

Also, if approved, Lamar would like permission to construct the new column prior to removal of the old structure. Our plan is to use the head of the old sign with a new column, so permission to construct the new column before complete demolition of the old sign would allow us to simply lift the old head onto the new column. This would preclude the need to have a large crane and tractor trailer hauler on site twice.

Lamar respectfully requests your approval.

Sincerely,

Scott Naftzger
Lease Manager
Lamar Central Outdoor, LLC

VAR-39433
SUP-39432

11/08/2010 MON 17:25 [TX/RX NO 8513] 001

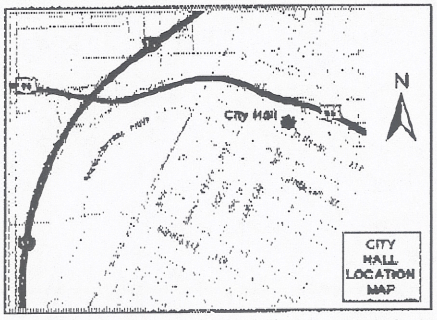
RECEIVED
CITY CLERK
2010 NOV -9 A 8:00

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
0004279218
$ 00.41⁴
NOV 05 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 Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

STEWART JOSEPH & ERMA REV LIV
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

APN#13825412041

11/08/2010 18:15 3232997125 SIEWART PAGE 01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 NOV 05 2010
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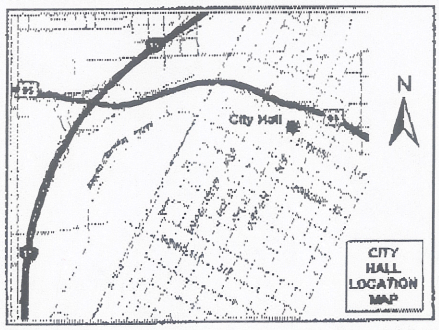
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

MEDINA JAVIER A & ANA M
3330 E UNIVERSITY
LAS VEGAS NV 89121-5139

APN#13825412023

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CITY CLERK
2010 NOV -8 A 11:36

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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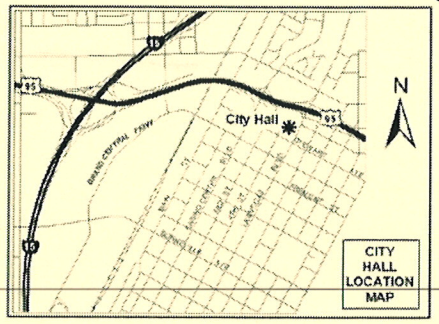
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

RECEIVED
2010 NOV 10 A 11:25
CITY CLERK

THOMPSON VIRGINIA LIVING TRUST
THOMPSON VIRGINIA TRS
5604 TANYA AVE
LAS VEGAS NV 89107-1662

APN#13825415036

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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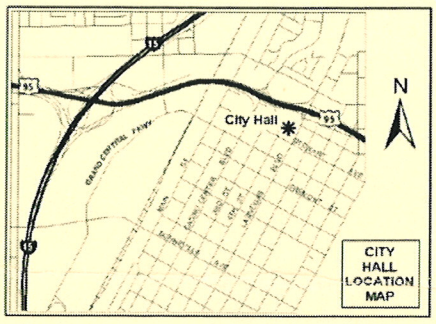
02 1M $ 00.41⁴
0004279218 NOV 05 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

The present code restricts height to 50 feet, not 65

RECEIVED
2010 NOV 10 A 11:25
CITY CLERK

KAL-EL L L C
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

APN#13825415097

11/17/10

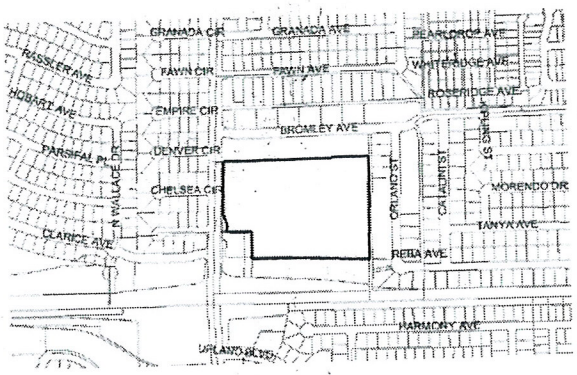
Application Information

VAR-39433 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65 FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

50 FT. is MAXIMUM ALLOWED NO VARIANCE

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	*November 17, 2010*
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

MAXIMUM MEANS JUST THAT

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 NOV 05 2010
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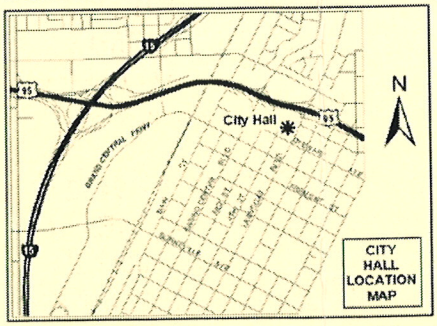
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

2010 NOV 16 A 11:11
RECEIVED CITY CLERK

CHRISTENSEN GLENN D
5712 WHITERIDGE AVE
LAS VEGAS NV 89107-1508

APN#13825316044

11/17/10 A

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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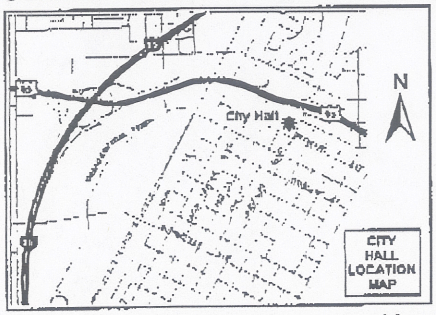
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

BAUGHMAN JAMES JEFF
5472 FLORINE ST
LAS VEGAS NV 89130-2502

APN#13825310019

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CITY CLERK
2010 NOV -9 A 8:01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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02 1M $ 00.41⁴
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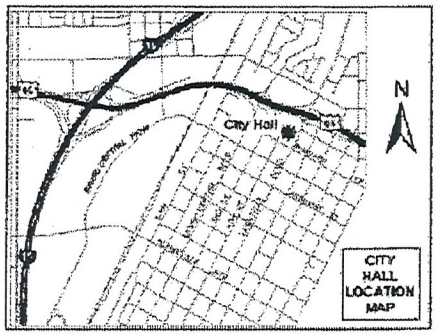
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

CHADWICK DAVID B
1157 FAN CORAL AVE
LAS VEGAS NV 89123-5304

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CITY CLERK
2010 NOV -9 P 2:40

APN#13836119003

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.982.0257

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 13, 2011

VIA FACSIMILE
382-4803

Ms. Beverly K. Bridges
City Clerk
City of Las Vegas
400 E. Stewart, 1st Flr.
Las Vegas, NV 89101

2011 JAN 13 A 10:38

RECEIVED
CITY CLERK

Re: Request to Hold– Las Vegas City Council Meeting January 19, 2011
Items: 48 and 49 (Lamar Central Outdoor) VAR-39433 & SUP-39432

Dear Ms. Bridges:

Please be advised that this office represents Lamar Central Outdoor, LLC, the ("Applicant"). On behalf of the Applicant, we respectfully request that items 48 and 49, scheduled to be heard by the Las Vegas City Council on January 19, 2011, be held for 2 weeks until February 2, 2011.

If you have any questions, please do not hesitate to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Jennifer Lazovich

JJL/sfm

cc: S. Naftzger

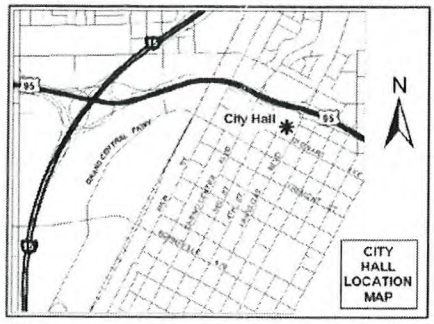
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
OCT 08 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.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

RECEIVED
OCT 14 2010

Case: VAR-39433
13825314026
KUCZKOWSKI JOHN P & DONNA M
5900 GRANADA AVE
LAS VEGAS NV 89107-1465

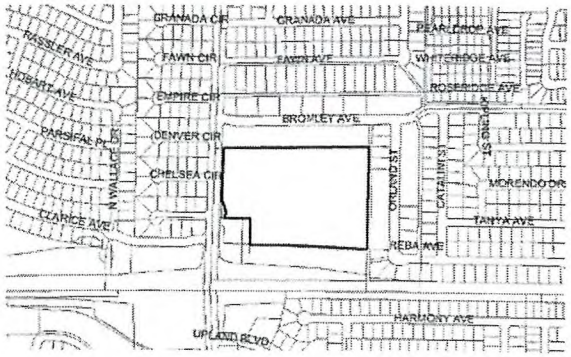
Application Information

VAR-39433 - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

SUP-39432 - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65 FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

THERE'S ALREADY TOO MANY TALL SIGNS IN THIS AREA, WE DON'T NEED ONE THAT TOWERS OVER THE OTHERS

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***October 21, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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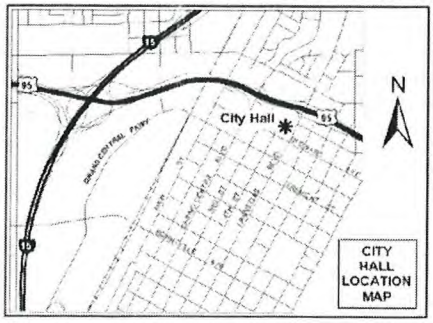
Official Notice of Public Hearing



There are too many signs along the 95 at this time. Including 2 that flash lights into our home all night. Lthm PRY

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13826812011
PRY MIMI MICHELLE M & LANCE A
312 N WALLACE DR
LAS VEGAS NV 89107-0215

RECEIVED
OCT 14 2010

Application Information

VAR-39433 - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

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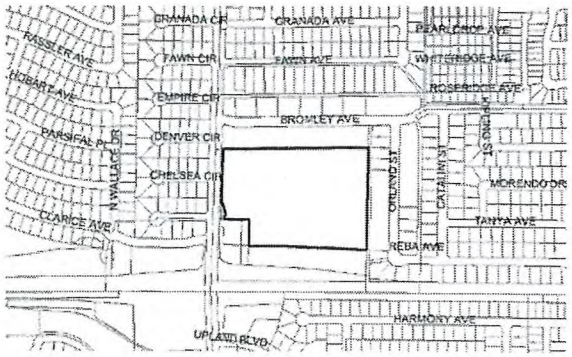
NO

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***October 21, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

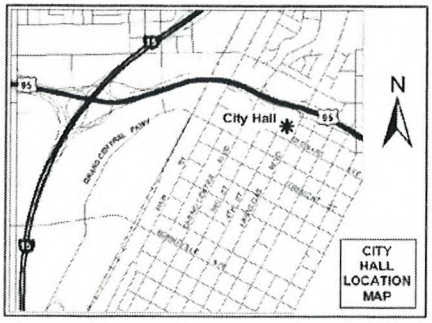
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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 OCT 08 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.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825415036
THOMPSON VIRGINIA LIVING TRUST
5604 TANYA AVE
LAS VEGAS NV 89107-1662

OCT 18 2010

Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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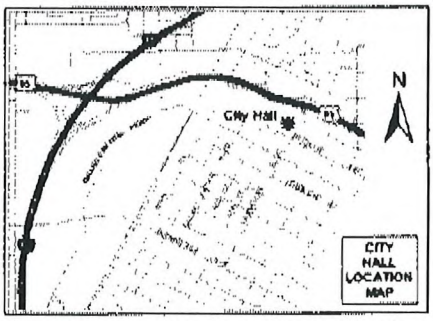

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825412041
STEWART JOSEPH & ERMA REV LIV TR
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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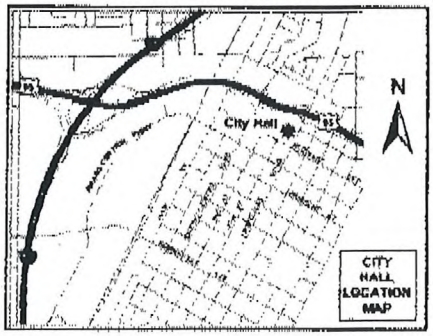
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825412023
MEDINA JAVIER A & ANA M
3330 E UNIVERSITY
LAS VEGAS NV 89121-5139

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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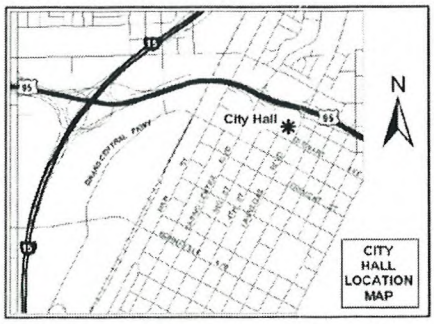
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825415097
SKARI LILLIAN E
10204 MIDDLE RIDGE DR
LAS VEGAS NV 89134-7606

RECEIVED
OCT 18 2010

FWD

89134@9998

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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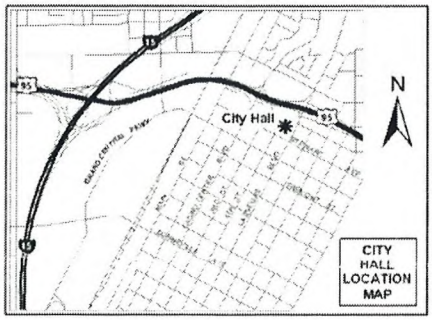
Official Notice of Public Hearing



No reason for a variance.

RECEIVED
OCT 14 2010

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825415098
KAL-EL L L C
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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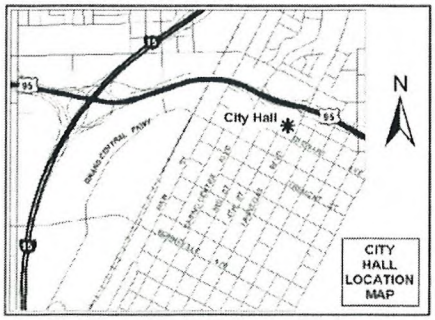
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825310029
MARKHOUSE EDWARD F & CAROL M
5808 FAWN AVE
LAS VEGAS NV 89107-1429

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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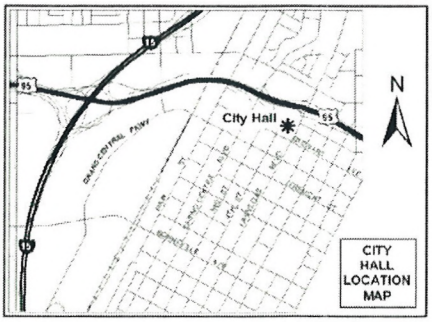
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825411028
BUI AN-DON
16050 CARLETON ST
FOUNTAIN VALLEY CA 92708-1319

RECEIVED
OCT 18 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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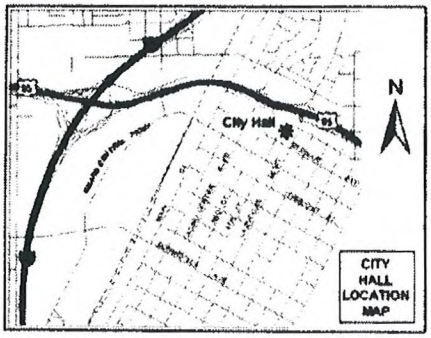
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825415088
FIRMENICH GILBERT
5517 TANYA AVE
LAS VEGAS NV 89107-1630

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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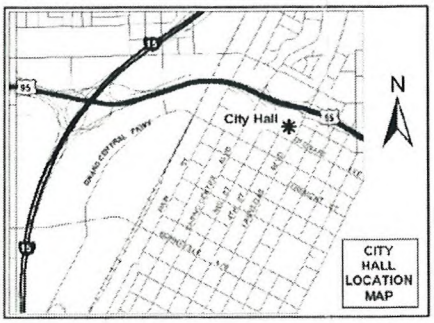
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825411012
DANG TYFFANI MAI
16050 CARLETON ST
FOUNTAIN VALLEY CA 92708-1319

RECEIVED
OCT 18 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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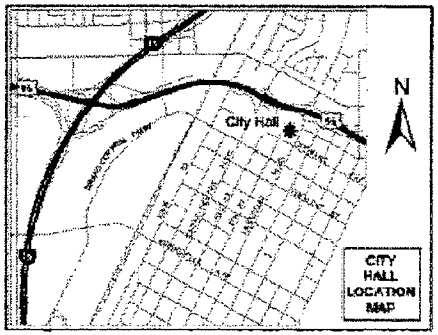
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13836119003
CHADWICK DAVID B
1157 FAN CORAL AVE
LAS VEGAS NV 89123-5304

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 19, 2011

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

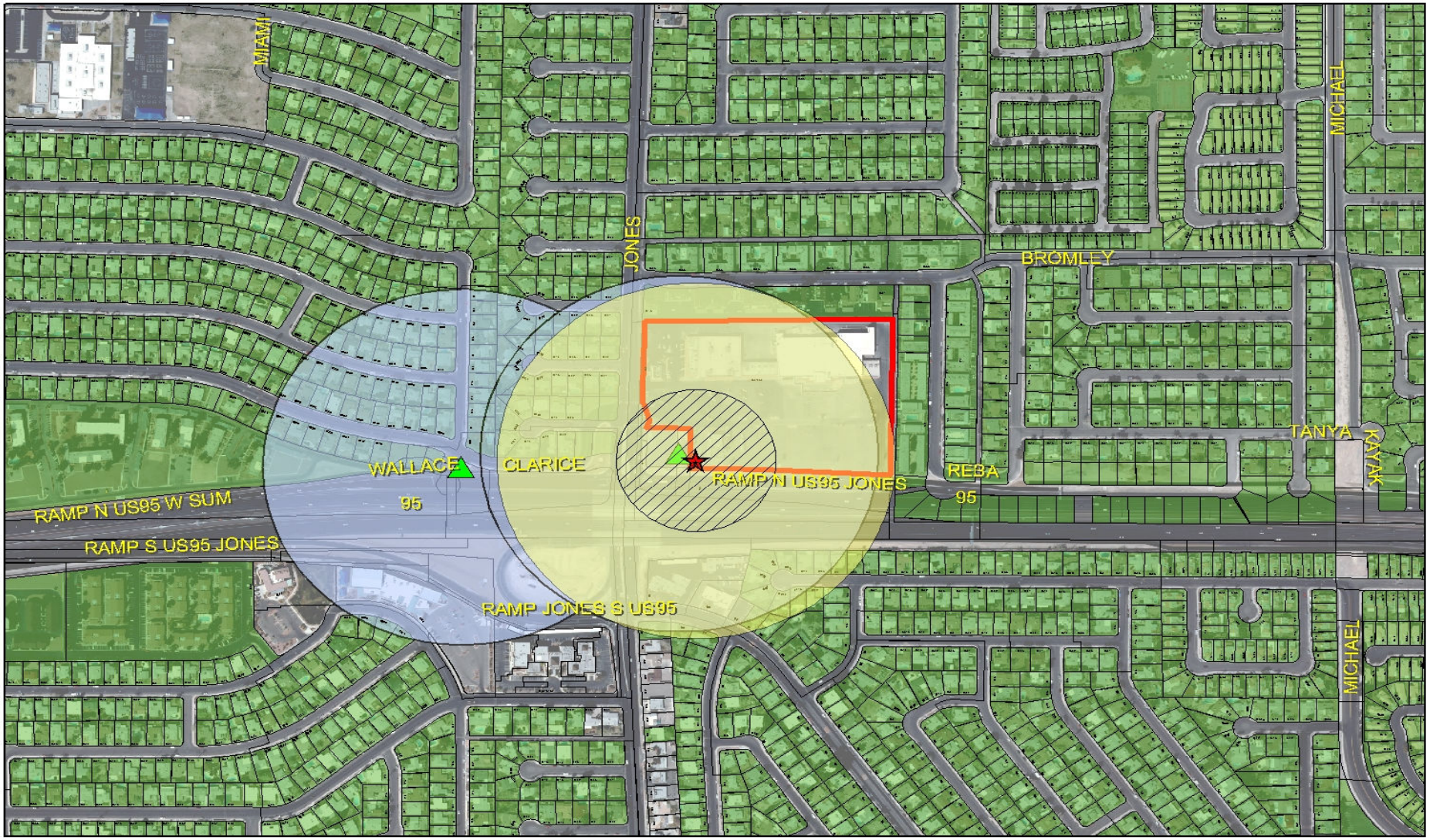
SUBJECT:
SUP-39432 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65-FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**4**
City Council Meeting	**5**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Special Map
3. Supporting Documentation
4. Protest/Support Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



SUP-39432

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- Proposed Billboard

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Proposed 300 Foot Billboard Buffer
- Proposed 750 Foot Freeway Billboard Buffer
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SEP 0 2 2010

Case Number: **SUP-39432** APN: 138-25-404-004

Name of Property Owner: D&W, Inc. c/o General Growth Properties (GGP)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: WENDELL E. TOBLER

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: Wendell E Tobler

Print Name: WENDELL E TOBLER

Subscribed and sworn before me

This 14 day of July, 2010

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

SEP 0 2 2010

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 120 N. Jones Blvd

Project Name US 95 / Jones Relocation - BILLBOARD **Proposed Use** Off-premise sign

Assessor's Parcel #(s) 138-25-404-004 **Ward #** 1

General Plan: existing SC proposed ____ **Zoning:** existing C-1 proposed ____

Commercial Square Footage 672 **Floor Area Ratio** ____

Gross Acres 12.8 **Lots/Units** ____ **Density** ____

Additional Information Application for a new billboard in conjunction with the removal of an existing billboard on an adjacent property.

PROPERTY OWNER D&W Inc. c/o GGP **Contact** Cynthia Stanley-Lee

Address 4300 Meadows Lane **Phone:** (702) 878-3331 **Fax:** ____

City Las Vegas **State** NV **Zip** 89107

E-mail Address ____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* Wendell E Tobler

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WENDELL E TOBLER

Subscribed and sworn before me

This 17 day of July, 2010.

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP 39432
Meeting Date:	10.21.10
Total Fee:	$1,030.—
Date Received:*	9.2.10
Received By:	JFR

*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

Please refer to VAR-39433 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

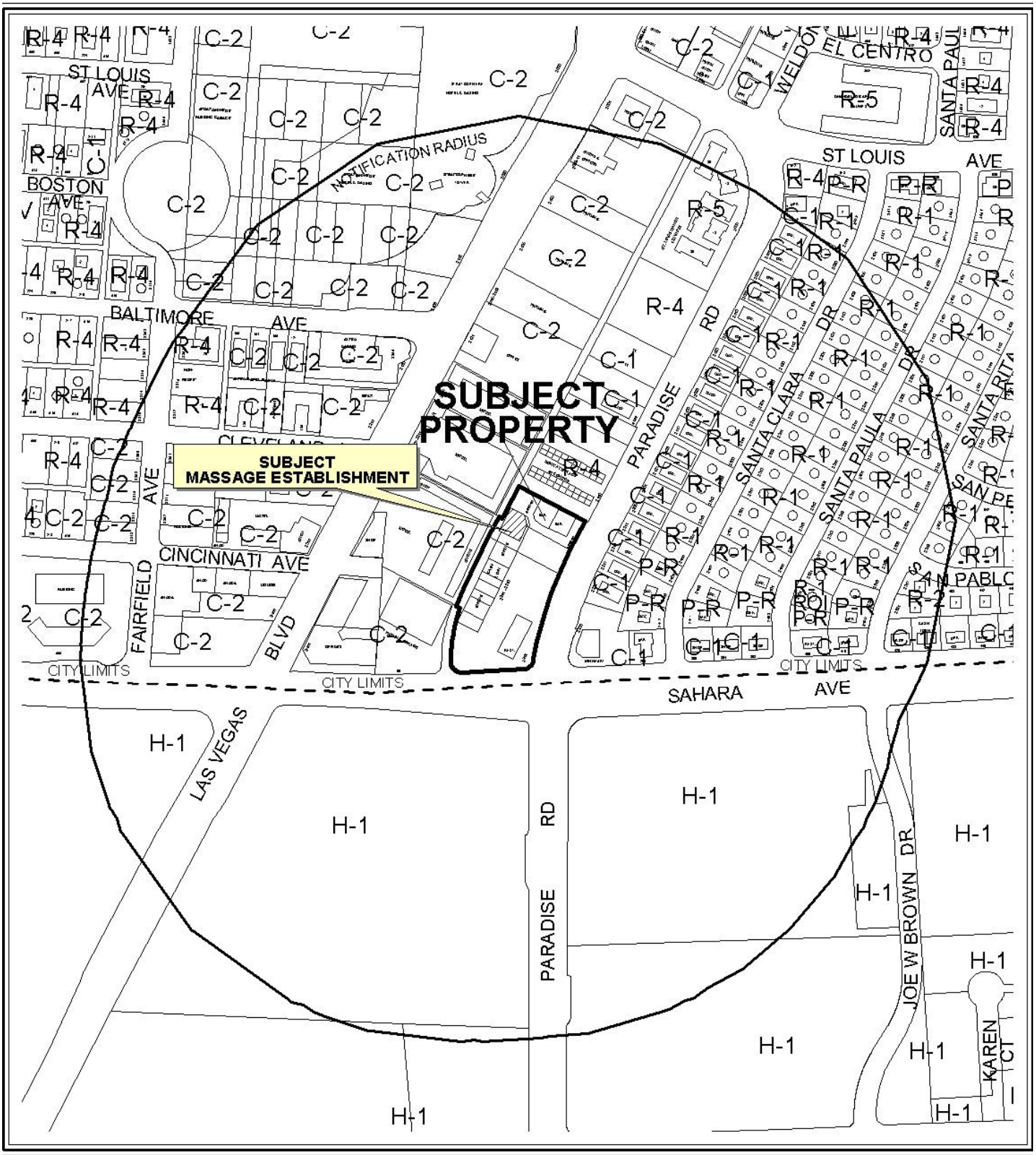
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-40547 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Required Review of a previously approved Special Use Permit (SUP-11419) WHICH ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). 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, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-36890
6. City Council Approval Letter for SUP-11419



0 300 600 Feet

CASE: **RQR-40547**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

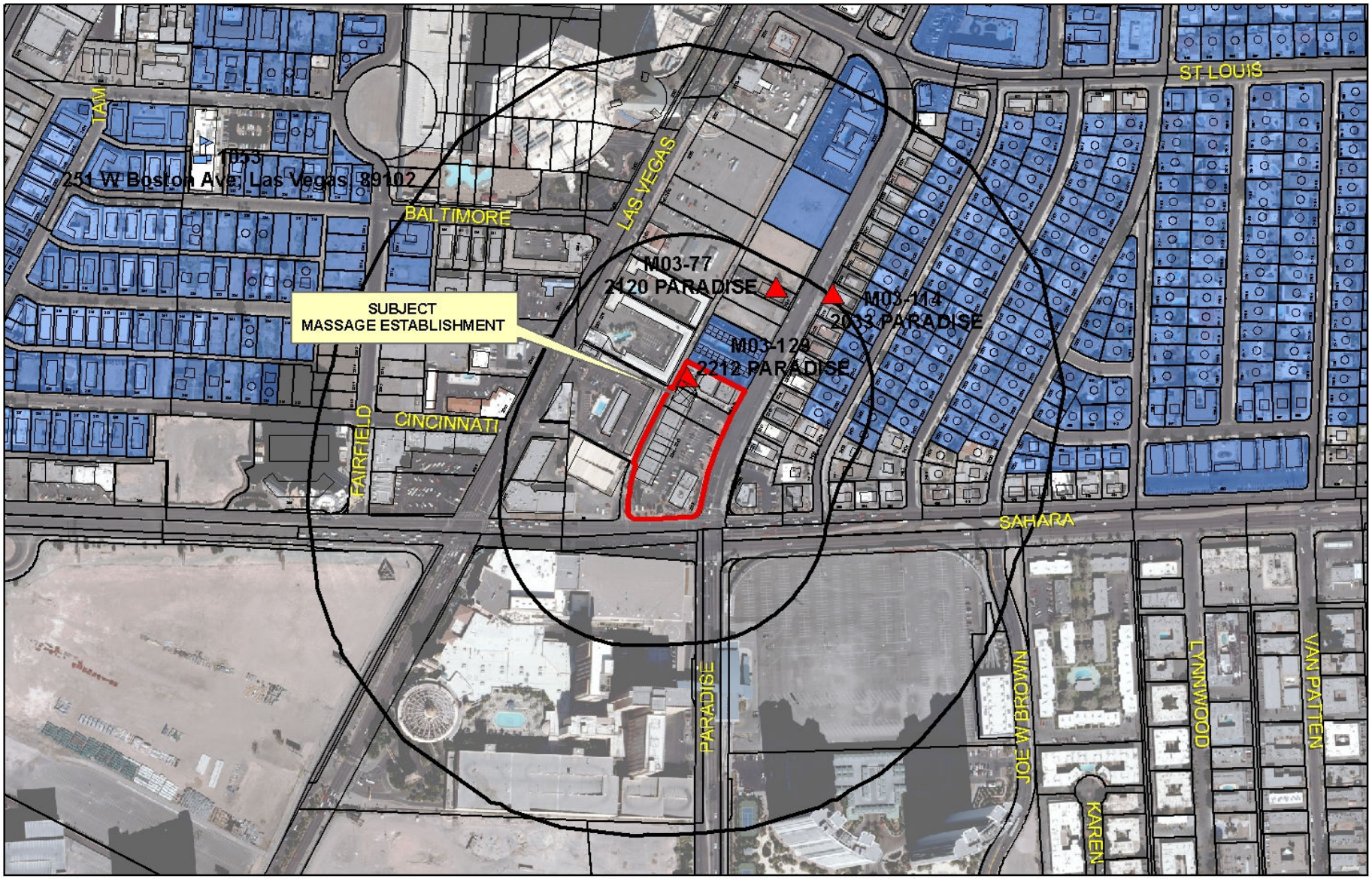
0 300 600 Feet

CASE: **RQR-40547**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-40547
Massage Establishment

Business Licenses
- Massage Establishment
- Child Care/ Children Facility

Protected Landuses
- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- Residential Property
- 400' & 1000' Buffer

0 255 510 1,020 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-40547	Staff recommends APPROVAL, subject to conditions:	None

RQR-40547 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-11419) shall be subject to a one-year review at a public hearing, at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

2. Conformance to the conditions of approval of Special Use Permit (SUP-11419) 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 within an existing shopping center that includes a Massage Establishment, Retail Establishments, a Restaurant, and Tavern. The Special Use Permit (SUP-11419) allowed a 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing Massage Establishments. Since the last Required Review (RQR-36890) in February 2010, there has not been any negative police reports/incidents reported, nor have any new building permits been issued for the subject site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/05/06	The City Council approved a request for a Special Use Permit (SUP-11419) for a proposed 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing Massage Establishments and a waiver to allow the business to be open 24-hours a day at 2212 and 2214 Paradise Road. The Planning Commission recommended approval, staff recommended denial.
10/01/08	The City Council approved a request for a Required Review (RQR-29379) of a previously approved Special Use Permit (SUP-11419) for a proposed 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing Massage Establishments and a waiver to allow the business to be open 24-hours a day at 2212 and 2214 Paradise Road. Staff recommended denial. Note: City Council added Condition 'A' to amend Condition Number 5 to change the hours of operation from 24-hours to 9:00 a.m. to 11:00 p.m.
02/17/10	The City Council approved a request for a Review of Condition Number 5 (ROC-36892) of a previously approved Special Use Permit (SUP-11419) to allow 24-hour operations for a Massage Establishment located at 2212 and 2214 Paradise Road. Staff Recommended denial. Note: City Council allowed a waiver to allow business operations to be 9:00 a.m. to 3:00 a.m.
	The City Council approved related request for a Required Review (RQR-36890) of a previously approved Special Use Permit (SUP-11419) for a proposed 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing Massage Establishments at 2212 and 2214 Paradise Road. Staff recommended denial.

Most Recent Change of Ownership	
11/01/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/16/04	A business license (M12-01099) was issued for Massage Therapy at 2212 Paradise Road. The license is still active.
03/01/10	A business license (M03-00129) was issued for a Massage Establishment at 2212 Paradise Road. The license is still active.
06/15/10	A business license (M12-01902) was issued for Massage Therapy at 2212 Paradise Road. The license is still active.
07/19/10	A business license (M12-01911) was issued for Massage Therapy at 2212 Paradise Road. The license is still active.
There have not been any recent building permits issued for the subject site.	

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	
01/04/11	Staff conducted a field check of the subject site and found the area surrounding the establishment to be neat and clean in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	0.35

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping center with a Massage Establishment	C (Commercial)	C-1 (Limited Commercial)
North	Retail Establishment and Tavern	C (Commercial)	C-1 (Limited Commercial)

South	Retail Establishment and Restaurant	C (Commercial)	C-1 (Limited Commercial)
East	Offices	C (Commercial)	P-R (Professional Office and Parking)
West	Motels	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Beverly Green /Southridge Neighborhood	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
A-O (Airport Overlay) District (175 feet)	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 third request for a Required Review of a previously approved Special Use Permit (SUP-11419) for a proposed 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing Massage Establishments at 2212 and 2214 Paradise Road. There have not been any recent building permits issued for the subject site, nor are there any negative police reports/incidents reported for the location since the last Required Review in February 2010. Staff conducted a field inspection on 01/04/11 and found the area surrounding the establishment to be free of debris and neat in appearance.

FINDINGS

The Massage Establishment is located in a C-1 (Limited Commercial) zoning district. The area surrounding the business is in good condition and being properly maintained. As no discrepancies have been noted for the subject site since February 2010, staff is recommending approval with a one-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 755 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-40547** APN: 16203411010

Name of Property Owner: Chetak Development, Inc.

Name of Applicant: Princess Massage

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: Richard W. Truesdell (Plan. Comm.)

Partner(s): Will Kemp _____

APN: 16203411010

Signature of Property Owner: Will Kemp, Pres.

Print Name: Will Kemp, President

Subscribed and sworn before me

This 13 day of December, 20 10

Notary Public in and for said County and State

MONICA JACOBS
Notary Public State of Nevada
No. 08-6784-1
My appt. exp. Apr. 25, 2012

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DEC 21 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required One Year Review

Project Address (Location) 2212-2214 Paradise Road

Project Name Princess Massage **Proposed Use** Massage Estab.

Assessor's Parcel #(s) 16203411010 **Ward #** 3

General Plan: existing C proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.36 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Chetak Development, Inc. c/o Cornerstone Company **Contact** Justin Michaels

Address 9901 Covington Cross Drive, #170 **Phone:** (702) 383-3033 **Fax:** (702) 383-8576

City Las Vegas **State** NV **Zip** 89144

E-mail Address jmichaels@cornerstonecompany.com

APPLICANT Princess Massage **Contact** Douglas Wingo

Address 2212 Paradise Rd **Phone:** (702) 630-9920 **Fax:** _____

City Las Vegas **State** NV **Zip** 89104

E-mail Address Oceans0023@Hotmail.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Willis L. Kemp Pres.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Will Kemp

Subscribed and sworn before me

This 13th day of December, 2010.

Notary Public in and for said County and State

MONICA JACOBS
Notary Public State of Nevada
No. 08-6784-1
My appt. exp. Apr. 25, 2012

FOR DEPARTMENT USE ONLY

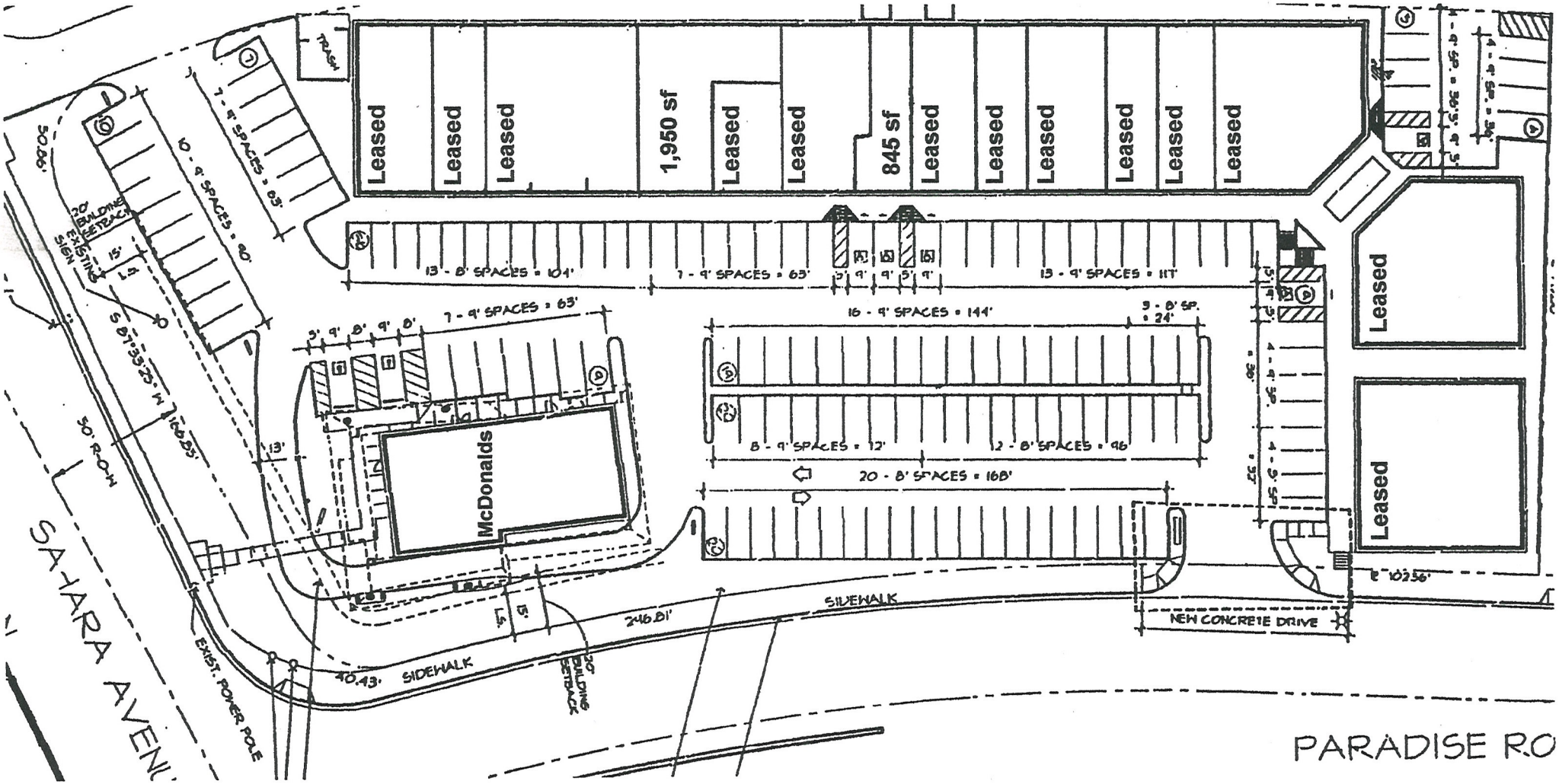
Case #	RQR-40547
Meeting Date:	2/8/11 PC
Total Fee:	$800
Date Received:*	12-21-10
Received By:	

*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.

RECEIVED
DEC 21 2010

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



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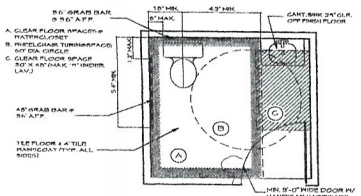
RQR-40547

GENERAL NOTES:

VERIFY ALL FINISHES WITH OWNER PRIOR TO ORDER.

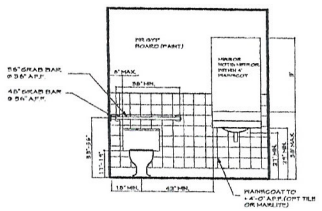
INTERIOR NON-BEARING WALLS TO BE:

3 5/8" 25 ga. MTL. STUDS @ 24" O.C.
WITH 5/8" TYPE X GYP BOARD TO
4" ABOVE GRID (MIN)
AND OTHERWISE NOTED
ALL WET AREAS TO HAVE WR. GYP BOARD

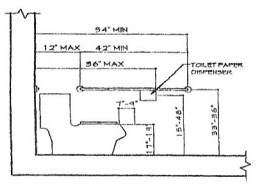


1 HANDICAP RESTROOM
NOT TO SCALE

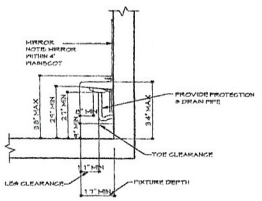
NOTE: PROVIDE ELECTRIC EXHAUST FAN (TYP. ALL RESTROOMS)



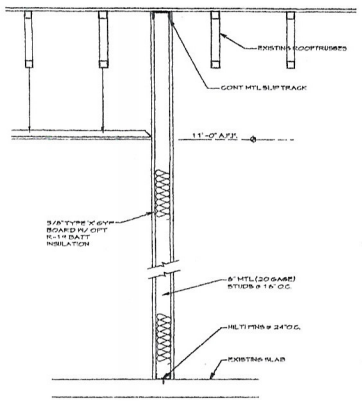
2 HANDICAP BATHROOM ELEVATION
NOT TO SCALE



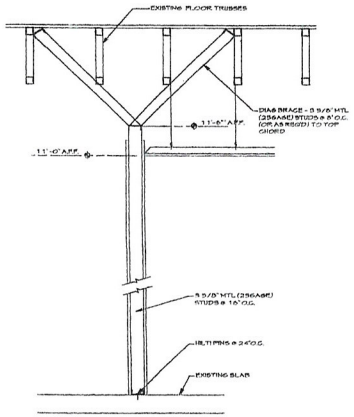
3 WATER CLOSET SIDE VIEW
NOT TO SCALE



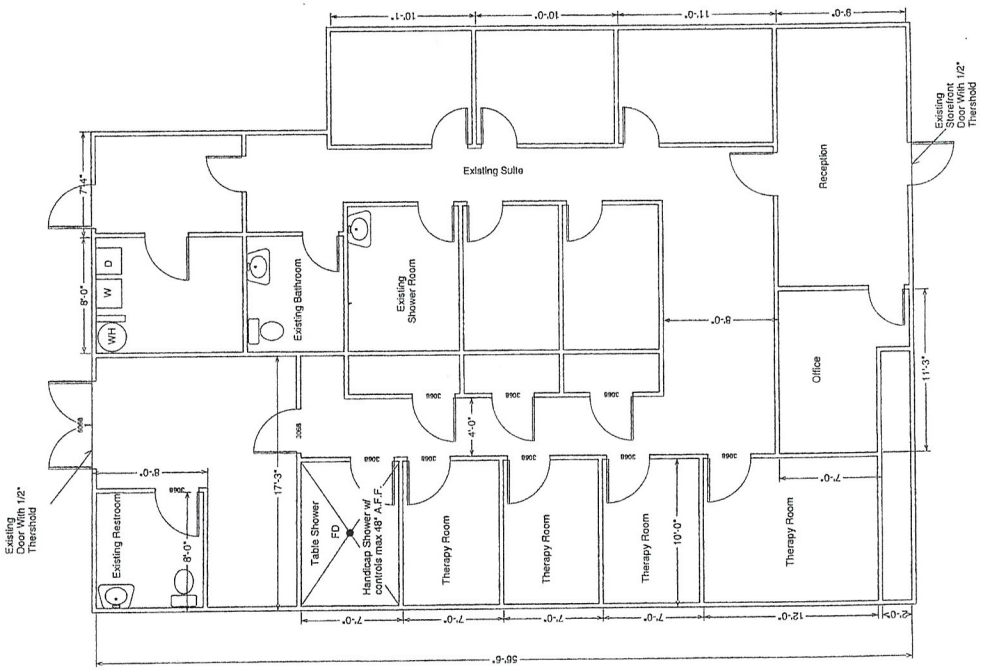
4 LEG CLEARANCES
NOT TO SCALE



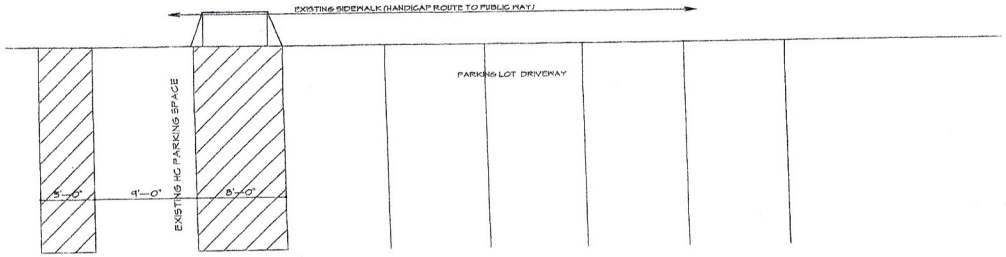
5 INTERIOR WALL DETAIL
NTS
1 HR EXISTING WALL



6 INTERIOR WALL DETAIL
NTS



Floor Plan
Scale 1/4"



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RQR-40547

Princess Massage
SITE / FLOOR PLAN

REVISIONS
1 2 3 4

C & L ENTERPRISES
(LIC#60690)
4009 SPRING MOUNTAIN ROAD
LAS VEGAS NV 89102
TLE:702-289-9788
FAX:702-835-8858

A 1

PRINCESS MASSAGE
WALK-INS WELCOME
2212
Princess
COUPLE ROOM
ENTRANCE
OPEN
2212
MASSAGE
Hours
Open 7 Days
369--1717
NEVADA
175 STG
RQR-40547

PRINCESS MASSAGE
WALK-INS WELCOME
2212
Princess
OPEN
2212
MASSAGE
Hours
317-WZE
Desert BMW
X5
RQR-40547

LAS VEGAS CITY COUNCIL

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CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

February 18, 2010

Ms. Christina Frye
Chetak Development Inc.
c/o Cornerstone Company
9901 Covington Cross Drive, #170
Las Vegas, NV 89144

RE: RQR-36890 – REQUIRED REVIEW
CITY COUNCIL MEETING OF FEBRUARY 17, 2010
RELATED TO ROC-36892

Dear Ms. Frye:

The City Council at a regular meeting held February 17, 2010 APPROVED the request for a Required Review of a previously approved Special Use Permit (SUP-11419) THAT ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS located at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 18, 2010. This approval is subject to:

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-11419), Required Review (RQR-29379), and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. This Special Use Permit (SUP-11419) shall be subject to one-year review at a public hearing, at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

3. All City Code requirements and design standards of City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Douglas Wingo
7514 Longhorn Lodge Avenue
Las Vegas, NV 89113

RQR-40547

Printed with environmentally friendly soy ink.

LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

May 12, 2006

Mr. Richard Truesdell
Chetak Development
3810 Meadows Lane
Las Vegas, Nevada 89107

RE: SUP-11419 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 5, 2006

Dear Mr. Truesdell:

The City Council at a regular meeting held April 5, 2006 APPROVED the request for a Special Use Permit FOR THE PROPOSED 1,200 SQUARE FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS AND A WAIVER TO ALLOW THE BUSINESS TO BE OPEN 24 HOURS A DAY at 2212 and 2214 Paradise Road (APN 162-03-411-010 and 011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 6, 2006. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be subject to a one year review.

2. Conformance to all Minimum Requirements under Title 19.04.050 for a Massage Establishment use.

3. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0060-01) and Variance (V-0147-90).

4. A Waiver from the distance separation requirement that requires the use to be located greater than 1,000 feet from similar establishments is hereby granted.

5. A Waiver from the hours of operation is hereby granted to allow the business to be open for 24 hours.

6. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

7. All City Code requirements and design standards of all City departments must be satisfied.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

RQR-40547

Sincerely,

Ydoleena Yturralde
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Douglas R. Wingo
Princess Massage
7514 Longhorn Lodge Avenue
Las Vegas, Nevada 89113

Ms. Jan Brichacek
Kolesar & Leatham, Chtd
3320 West Sahara Avenue, Suite #380
Las Vegas, Nevada 89102

RQR-40547

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2011

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: FEBRUARY 2, 2011

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.: **66.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2011

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