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: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STAVROS S. ANTHONY, MAYOR PRO TEM (Ward 4)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), BOB COFFIN (Ward 3)

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.

December 21, 2011

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

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF ORDER; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

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. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. 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 CDS AND DUPLICATE AUDIO/VIDEO DVDS 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 – PASTOR AARON HANSEL, DREAM CENTER
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF CIVIL AIR PATROL CADET BRANDON KOLTES
7. RECOGNITION OF THE BOB BASKIN PARK MAKEOVER VOLUNTEERS

DRAFT

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

8. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

BUSINESS ITEMS

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Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

10. For possible action to approve the Final Minutes by reference of the regular City Council meeting of December 7, 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.

ADMINISTRATIVE SERVICES - CONSENT

11. For possible action to approve two grant awards from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 Metropolitan Medical Response System (MMRS) and the Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) in the amounts of $267,608 and $37,551 respectively - All Wards

12. For possible action to approve two grant awards from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 State Homeland Security Program (SHSP) and Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) in the amounts of $240,000 and $160,000 respectively - All Wards

13. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) in the amount of $142,998 - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

14. For possible action to approve $2,200,000 in Community Development Block Grant (CDBG) Construction funds for the Sidewalk Infill Project to construct sidewalks with ADA ramps, curbs and gutters in CDBG-eligible census tracts – Wards 3 and 5 (Coffin and Barlow)

15. For possible action to approve receiving an allocation of the Fiscal Year 2011 Home Investment Partnerships Program (HOME) Funds in the amount of $414,828 through an agreement with the State of Nevada Department of Business and Industry Housing Division (NHD) for the future development of affordable housing – All Wards

16. For possible action to approve receiving a total allocation of the Fiscal Year 2012 Low-Income Housing Trust Funds (LIHTF) in the amount of $545,350 through an Amended and Restated Agreement with the State of Nevada Department of Business and Industry Housing Division (NHD) for the future development of affordable housing – All Wards

FINANCE - CONSENT

17. For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

DRAFT

FINANCE - PURCHASING & CONTRACTS CONSENT

18. For possible action to approve award of Modification No. 1 to Agreement No. 100047-LD, Supervisory Control and Data Acquisition Integration Services (SCADA) for the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: WUNDERLICH-MALEC ENGINEERING, INC. (Not-to-Exceed $860,000 - Sanitation Enterprise Fund) - County

19. For possible action to approve Modification No. 6 to Contract No. 070370-DK, Environmental Management Consulting Services in connection with the Symphony Park construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. Award recommended to: KLEINFELDER WEST, INC. ($100,000 - General Capital Projects Fund) - Ward 5 (Barlow)

20. For possible action to approve award of the Second Amendment to Agreement No. 100207-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: KLEINFELDER WEST, INC. ($150,000 - Road and Flood Capital Projects Fund) - All Wards

21. For possible action to approve award of Modification No. 2 to Contract No. 100051-CW, Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services - Department of Information Technologies - Award recommended to: SELECTRON TECHNOLOGIES, INC. ($75,900 - Computer Services Internal Service Fund)

22. For possible action to approve Amendment No. 1 to Agreement No. 11.53541.01-LED, Construction Manager At Risk Agreement for the Water Pollution Control Facility Infrastructure Replacement located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: MCCARTHY BUILDING COMPANIES, INC. (Not-to-Exceed $216,151 - Sanitation Enterprise Fund) - County

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

23. For possible action to approve receipt of $132,000 (Special Revenue) donation and enter into agreement with Zappos.com, Inc. to fund the Corporate Challenge Sporting Event for 2012 - All Wards

PLANNING - CONSENT

24. For possible action to approve Centennial History Grant funding for historic structural and programming analysis of the historic "Old Adobe" at Floyd Lamb Park at Tule Springs located at 9200 Tule Springs Road, in the amount of $21,150.00 - Ward 6 (Ross).

PLANNING - BUSINESS SERVICES CONSENT

25. For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership, From: Station Acquisitions LLC, To: Chai Bhen LLC, dba Desert Food Mart, 6100 West Charleston Boulevard, Iqbal Hossain, Mgr, Mmbr, 100% - Ward 1 (Tarkanian)

26. For possible action to approve an extension of a Temporary Package License, Dolgen Midwest, LLC, dba Dollar General 12830, 5991 West Cheyenne Avenue, William C. Bass, CEO; Robert R. Stephenson, Assistant Secy; Christine L. Connolly, Secy; Maurice A. Laliberte, VP and Lease Administrator; and John W. Feray, VP and CFO - Ward 5 (Barlow)

27. For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Landry's Seafood House Nevada, Inc. (Non-operational), To: Di Fara Pizza Holdings, Inc. dba Dom DeMarco's Pizzeria & Bar, 9785 West Charleston Boulevard, Albert R. Scalleat, Pres and Jeffrey S. Lapour, Secy, Treas - Ward 2 (Wolfson)

28. For possible action to approve an extension of a Temporary Tavern Limited License, Le Thai, LLC, dba Le Thai, 523 Fremont Street, Daniel J. Coughlin, Mgr - Ward 5 (Barlow)

29. For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Sushi Island, To: Calesta Corporation, dba Sushi in Summerlin, 7450 West Cheyenne Avenue, Suite 118, Thomas Ciovanlee, Dir, Treas, Pres, 90% and Sunarti Zakaria, Secy, 10% - Ward 4 (Anthony)

DRAFT

30. For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License, LDL Super Market, LLC, dba Two Sisters Super Market/Dos Hermanas Super Mercado, 1000 North Rancho Drive, Leticia Muzi, Mgr, Mmbr, 100% - Ward 5 (Barlow)

31. For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Vegas Express Gas Mart #2, dba Vegas Express Gas Mart, 4401 East Bonanza Road, Matt Ricciardella, Managing Mmbr, 60% and Sabah Boles, Managing Mmbr, 40% - Ward 3 (Coffin)

32. For possible action to approve an extension of a Temporary Burglar Alarm Service License and a Temporary Locksmith License, Cook Security Group Inc., dba Cook Security Group Inc., 5841 SE International Way, Brian Cook, Pres; Molly Angelo, CFO; Shauna Cook, Secy; and Wiliam Comer, Dir - Milwaukie, OR

33. For possible action to approve an extension of a Temporary Burglar Alarm Service License, Stiles and Associates, Inc., dba Fuzion 3, 3401 Sirius Avenue, Suite 4, George Mays, Pres, Treas, jointly with spouse; Carol Mays, Secy; jointly with spouse; and Nathan Mays, Dir - Ward 1 (Tarkanian)

34. For possible action to approve a Psychic Arts and Science License, Jennifer Marks, dba Jennifer Marks, 425 Fremont Street, Jennifer Marks - Ward 3 (Coffin) [NOTE: This license is located in an existing psychic arts and science business – Ms. Laurie]

PUBLIC WORKS - CONSENT

35. ABEYANCE ITEM - For possible action to approve a Pistol Permit, Business Solutions League, LLC, dba Gunrunners Firearms, 101 South Martin L. King Boulevard, Benjamin Lofgren, Owner, 100% - Ward 5 (Barlow)

36. For possible action to approve Third Supplemental Interlocal Contract LAS05I08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $450,000 and extend the project completion date to June 30, 2012 for the Oakey – Meadows Storm Drain, Phase I (Charleston Boulevard at Hinson Street to the Meadows Detention Basin) project – Ward 1 (Tarkanian)

37. For possible action to approve Third Supplemental Interlocal Contract LAS24E07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $53,000 and extend the project completion date to June 30, 2013 for the Gowan Outfall – Lone Mountain Branch (Rancho Drive to Decatur Boulevard) project – Ward 6 (Ross)

38. For possible action to approve Fifth Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $400,000 and extend the project completion date to December 31, 2012 for the Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road) project – Ward 6 (Ross)

39. For possible action to approve Ninth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2012 for the Las Vegas Wash – Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive) project – Ward 5 (Barlow)

40. For possible action to approve Project Review Agreement No. 11USNV001 between the City of Las Vegas and the Greenroads Foundation for review and certification of the North and South Environmental Enhancement Areas at Floyd Lamb Park located north of Brent Lane and east of Durango Drive ($4,995 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

41. For possible action to approve Project Review Agreement No. 11USNV002 between the City of Las Vegas and the Greenroads Foundation for review and certification of the Downtown Pedestrian and Bicycle Improvements project located; 1st Street from Hoover Avenue to Garces Avenue and from Bonneville Avenue to Bridger Avenue; Bridger Avenue from Main Street to 6th Street; Garces Avenue from Main Street to 6th Street; 3rd Street from Charleston Boulevard to Fremont Street; and 6th Street from Charleston Boulevard to Stewart Avenue ($5,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

DRAFT

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

42. Report on the proposed repository for high-level nuclear waste at Yucca Mountain from Bob Halstead, Executive Director of the Nevada Agency for Nuclear Projects, and Irene Navis, Emergency Manager for Clark County - All Wards

43. Discussion for possible action on the ratification of Nancy Deaner as the Director of the Office of Cultural Services ($107,229 annual salary + benefits - General Fund)

PLANNING - BUSINESS SERVICES DISCUSSION

44. Discussion for possible action regarding an Appeal of Work Card Denial for Jorge Carrillo, db at Culinary Arts Catering, 317 South Valley View Boulevard - Ward 1 (Tarkanian)

45. Discussion for possible action regarding an Appeal of Work Card Denial for Willie Daniel Watson, db at 7-Eleven Food Store 27111, 6070 West Sahara Avenue - Ward 1 (Tarkanian)

46. Discussion for possible action regarding an Appeal of Work Card Denial for Chalina Wright, db at Stratosphere Tower Casino & Hotel, 2000 South Las Vegas Boulevard - Ward 3 (Coffin)

47. Discussion for possible action regarding an Appeal of Work Card Denial for Matthew Brian Rodgers, db at Vinter Grill, 10100 West Charleston Boulevard, Suite 150 - Ward 2 (Wolfson)

PUBLIC WORKS - DISCUSSION

48. Discussion for possible action regarding the disposition of the Clean Water Coalition (CWC) connection fees refunded back to the City ($2,736,184 - Sanitation Operations and Maintenance Fund) - All Wards

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

49. Bill No. 2011-44 - For Possible Action - Establishes a parking program for qualified alternative fuel vehicles, as required by State law. Proposed by: Bradford R. Jerbic, City Attorney, and William Arent, Director of Economic and Urban Development

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.

50. Bill No. 2011-46 – Removes the licensing and zoning provisions that prohibit Class III jewelry stores, pawnshops, auto pawn businesses and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue. Sponsored by: Mayor Carolyn G. Goodman

CLOSED SESSION

51. Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

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HEARINGS - DISCUSSION

53. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $1,918.55 and civil penalties in the amount of $25,950 recorded against the property located at 1925 Franklin Avenue. PROPERTY OWNER: BANK NEW YORK MELLON TRS - Ward 3 (Coffin)

54. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Amethyst Avenue for fees in the amount of $3,217.50 (General Fund) and assess a maximum of $78,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JEANNE SENIUR - Ward 6 (Ross)

PLANNING

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 - CONSENT

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

55. EOT-43523 - ABEYANCE ITEM - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Rezoning (ZON-6510) FROM: R-1 (SINGLE FAMILY RESIDENTIAL), AND R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.89 acres at 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 021 and a portion of 022), Ward 5 (Barlow). Staff recommends APPROVAL.

56. EOT-43422 - ABEYANCE ITEM - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11707) FOR A PROPOSED 12-STORY MIXED-USE DEVELOPMENT CONSISTING OF 300 RESIDENTIAL UNITS AND 10,000 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS TO ALLOW A REDUCTION OF PERIMETER LANDSCAPE REQUIREMENTS, AND TO ALLOW A TEN-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 540 FEET IS THE MINIMUM SETBACK REQUIRED on 1.88 acres at 2228 and 2230 West Bonanza Road and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

57. EOT-43423 - ABEYANCE ITEM - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-11712) TO ALLOW 400 PARKING SPACES WHERE 493 PARKING SPACES IS THE MINIMUM NUMBER OF PARKING SPACES REQUIRED FOR A PROPOSED MIXED USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

58. EOT-43424 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-6504) FOR A PROPOSED MIXED-USE DEVELOPMENT at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

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59. EOT-43425 - ABEYANCE ITEM - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-11714) TO ALLOW A 6.8-FOOT REAR-YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A 2.3-FOOT SIDE-YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A FIVE-FOOT CORNER-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK ALLOWED, TO ALLOW A MAXIMUM LOT COVERAGE OF 83.6 PERCENT WHERE 50 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED, AND TO ALLOW A REDUCTION OF BUILDING STEP-BACK REQUIREMENTS FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

60. EOT-43426 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-8067) TO ALLOW A PROPOSED 350-FOOT TALL BUILDING WHERE 140 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE AIRPORT OVERLAY ZONE at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

61. EOT-43817 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: VALLEY OF THE SUN LAS VEGAS, LLC - OWNER: 750 FREMONT, LLC - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-24527) FOR A 43,000 SQUARE-FOOT TAVERN WITH NIGHT CLUB AND BANQUET FACILITY on 0.64 acres at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

62. EOT-43818 - EXTENSION OF TIME RELATED TO EOT-43817 - SPECIAL USE PERMIT - APPLICANT: VALLEY OF THE SUN LAS VEGAS, LLC - OWNER: 750 FREMONT, LLC - For possible action on a request for an Extension of Time OF A PREVIOUSLY APPROVED Special Use Permit (SUP-24529) FOR A TAVERN-LIMITED ESTABLISHMENT at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PLANNING - DISCUSSION

63. DIR-43794 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: CLIFFS EDGE, LLC - Required review of an annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement, on approximately 1,134 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road (APN multiple), Ward 6 (Ross). Staff recommends APPROVAL.

64. EOT-42429 - ABEYANCE ITEM - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: STRATA VEGAS, LLC - For possible action on a request for an Extension of Time OF A NON-CONFORMING BEER/WINE/COOLER ON-SALE ESTABLISHMENT at 2411 East Bonanza Road (APN 139-26-801-001), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

65. SDR-43012 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC - For possible action on a request for a Site Development Plan Review FOR A TEMPORARY PARKING LOT WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE STANDARDS on 0.62 acres at 208 North Las Vegas Boulevard (APN 139-34-511-004), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

66. EOT-43770 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: SPOAKS, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN at 3540 West Sahara Avenue (APN 162-05-402-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

SET DATE

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

DRAFT

CITIZENS PARTICIPATION

68. 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

69. 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 Hall Plaza, 400 Stewart Avenue, Vending Area
City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge
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: DECEMBER 21, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 21, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 21, 2011

SUBJECT:
INVOCATION – PASTOR AARON HANSEL, DREAM CENTER

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 21, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CIVIL AIR PATROL CADET BRANDON KOLTES

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE BOB BASKIN PARK MAKEOVER VOLUNTEERS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 21, 2011

SUBJECT:
PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn 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.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the regular City Council meeting of December 7, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
For possible action to approve two grant awards from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 Metropolitan Medical Response System (MMRS) and the Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) in the amounts of $267,608 and $37,551 respectively - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
These Department of Homeland Security (DHS) Grant awards – Federal Fiscal Year 2011 (FFY2011) Metropolitan Medical Response System (MMRS) and FFY2011 Urban Area Security Initiative (UASI) provide the City with funds in the amount of $267,608 and $37,551 to support the region's mass casualty incident planning efforts. The City of Las Vegas has been designated by the State of Nevada to administer this regional initiative.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Department of Homeland Security (DHS) Grant/FFY2011 Metropolitan Medical Response System Grant and FFY2011 Urban Area Security Initiative Awards and Investment Justification (IJ) Budget Details
2. Federal Assurances, Federal Certifications, Nevada Department of Public Safety Division of Emergency Management Grant Financial and Program Assurances, and Reobligation Guidelines
3. Investment Information – Investment #11 and Investment #10

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear ~~Ms. Levering~~ Carolyn,

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Metropolitan Medical Response System (MMRS) grant award in the amount of $267,608.00.

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-M11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Metropolitan Medical Response System (MMRS)	**FEDERAL GRANT FUNDS:**	$267,608.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$267,608.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System		$267,608.00
TOTAL		**$267,608.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 4/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
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Special Notes:		**TOTAL:**	$267,608.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System		$267,608.00
TOTAL		**$267,608.00**

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X	X
Signature of Approving Official Date: 11/4/11	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Metropolitan Medical Response System Requested REV 052011

One Budget Per Funding Stream

MMRS NN

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		MMRS	$ -	$ -
2		MMRS Coord. Postion (12 mo.)	Sustainment	DHS Federal	1	124,000.00	$ 124,000.00		MMRS	$ 124,000.00	$ 124,000.00
3		Reister Strategic Planning and Consulting (12 mo.) Strategic communication; profile-raising campaigns, issues management; research, monitoring, intelligence analysis; contact and coalition-building; public and media relations	Sustainment	DHS Federal	1	10,000.00	$ 10,000.00		MMRS	$ 10,000.00	$ 10,000.00
4				Local					MMRS		
8	Planning		Select Type				$ -		MMRS		$ -
9		Updating, coordinating, and/or developing MMRS, ICS, IMT, WMD, MCI, and/or medical surge plans	Sustainment	DHS Federal	1	5,000.00	$ 5,000.00		MMRS	5000	$ 5,000.00
10		MMRS National Conference	Select Type	DHS Federal	1	5,000.00	$ 5,000.00		MMRS	5,000.00	$ 5,000.00
11		IAEM Supported conference in allignment with MMRS TCL	Select Type	DHS Federal	1	5,000.00	$ 5,000.00		MMRS	5,000.00	$ 5,000.00
12			Select Type						MMRS		$ -
13	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		MMRS		$ -
14			Select Type				$ -		MMRS		$ -
15			Select Type				$ -		MMRS		$ -
16			Select Type				$ -		MMRS		$ -
17	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		MMRS		$ -
18		DuoDote	New	DHS Federal	14.2245	2,000.00	$ 28,449.00	09PH-05-NAAK	MMRS	28,449.00	$ 28,449.00
19		New AutoVents	Sustainment	DHS Federal	10	2,000.00	$ 20,000.00	09ME-02-VENT	MMRS	20,000.00	$ 20,000.00
20		FirstWatch Annual Maintenance: ($30,000 for 12 months)	Sustainment	DHS Federal	1	30,000.00	$ 30,000.00	04AP-06-CBRN	MMRS	30,000.00	$ 30,000.00
21		Cyanokits	Enhance	DHS Federal	20	1,000.00	$ 20,000.00	09PH-05-CYKT	MMRS	20,000.00	$ 20,000.00
22		Rad 57's Carbon Monoxide Detectors (Non-invasive medical device used to monitor blood levels of substances such as methemoglobin and carboxyhemoglobin).	New	DHS Federal	10	800.00	$ 8,000.00	09ME-03-BCNI	MMRS	8,000.00	$ 8,000.00
23		Existing AutoVent Maintenance (12 months)	Sustainment	DHS Federal	1	7,159.00	$ 7,159.00	04AP-06-CBRN	MMRS	7,159.00	$ 7,159.00
24			Select Type				$ -		MMRS		$ -
25			Select Type				$ -		MMRS		$ -
26			Select Type				$ -		MMRS		$ -

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: **Project Name: Metropolitan Medical Response System Requested REV 052011**

One Budget Per Funding Stream

MMRS **NN**

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
27	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		MMRS		$ -
28			Sustainment	DHS Federal					MMRS		
29			Sustainment	DHS Federal					MMRS		$ -
33	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		MMRS		$ -
34		MMRS TCL Exercise	Sustainment	DHS Federal	1	5,000.00	$ 5,000.00		MMRS	5,000.00	$ 5,000.00
35			Select Type				$ -		MMRS		$ -
							$ 267,608.00			**$ 267,608.00**	**$ 267,608.00**

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
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November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear ~~Ms. Levering~~ Carolyn:

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant award in the amount of $37,551.00.

Metropolitan Medical Response System $37,551.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

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Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

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	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$37,551.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$37,551.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System		$37,551.00
TOTAL		**$37,551.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
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GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$37,551.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System		$37,551.00
TOTAL		**$37,551.00**

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Carolyn G. Goodman, Mayor

Form: DEM - FFY2011

APPROVED AS TO FORM
12/5/11
James B. Lewis
Deputy City Attorney Date

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Metropolitan Medical Response System

One Budget Per Funding Stream

UASI NN

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		UASI	$ -	$ -
2			Select Type		0	-	$ -		UASI		$ -
3			Select Type		0	-	$ -		UASI		$ -
25	Planning		Select Type				$ -		UASI		$ -
26			Select Type		0	-	$ -		UASI		$ -
27			Select Type				$ -		UASI		$ -
51	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		UASI		$ -
52			Select Type				$ -		UASI		$ -
53			Select Type				$ -		UASI		$ -
65	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		UASI		$ -
66		DuoDote	New	DHS Federal	18.7755	2,000.00	$ 37,551.00	09PH-05-NAAK	UASI	37,551.00	$ 37,551.00
67			Select Type				$ -		UASI		$ -
68			Select Type				$ -		UASI		$ -
69			Select Type				$ -		UASI		$ -
95	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		UASI		$ -
96			Select Type				$ -		UASI		$ -
97			Select Type				$ -		UASI		$ -
126	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		UASI		$ -
127			Sustainment		0	-	$ -		UASI		$ -
128			Select Type				$ -		UASI		$ -
							$ 37,551.00			**$ 37,551.00**	**$ 37,551.00**

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

XXII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

FEDERAL CERTIFICATIONS

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

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR, Part 69, the applicant certifies that:
   - **a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
   - **b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   - **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
   - **d.** The sub-grantee understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Federal awarding agency. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - **b.** Establishing an on-going drug-free awareness program to inform employees about
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The Sub-grantees policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - **c.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - **d.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - **i.** Abide by the terms of the statement; and
     - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - **e.** Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;
   - **f.** Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
     - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
     - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
   - **g.** Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

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

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

VII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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

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

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from Federal Awards. If the sub-grantee has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (*A-87*), 2 CFR, Part 225 (*A-122*) or 2 CFR, Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR, Part 13 and 2 CFR, Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to IB 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.
   a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
      1. The equipment was purchased with FEMA preparedness grant funding.
      2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
   b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 60 days following the end of the grant performance period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*).
   f. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines.
2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and

timelines and must support and be traceable to the approved Budget Detail Matrix and the Federally approved Investment Justification.

b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.

a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.

b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.

1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 44 CFR Ch I, § 13.32 Equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a Federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.

5. Property tags are placed on equipment.

6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR, Part § 13 or by jurisdictional regulation or guidance.

7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.

a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA

b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however when ever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.

c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.

8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

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

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

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

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the

SAA and FEMA/DHS.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

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

XV. APPLICABLE FEDERAL REGULATIONS

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

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

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements

4. Renovation/Upgrades, Modifications to exiting structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for IB 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

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

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

As the duly authorized representative of the applicant for FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improve the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond to, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, State and Federal agencies, and the private sector to identify training and exercise activities for the subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to participating jurisdictions, agencies and private sector participants to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact who will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will also have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the HSEEP. HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one single exercise document that must follow a prescribed format with a specified content and process is the AAR/IP.

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will result in an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the Corrective Action Program System (CAPS) in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the IP. The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP Manuals. Use the web-based software program CAPS to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, NEXS and CAPS programs, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA NEXS and CAPS systems. The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Timothy Cary
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
tcary@dps.state.nv.us

Brian Sandoval
Governor

Nevada Department of Public Safety

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January 17, 2011

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

- Your local jurisdiction
- Your county/local Emergency Manager or their designated Training Coordinator
- State Administrative Agency (SAA) Nevada Division of Emergency Management
- SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. All requests must be directed through your local emergency manager.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Investment #11

Investment Information - Investment #11

Investment Name: Metropolitan Medical Response System (MMRS) - Dedicated

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Overview - Investment #11

If the Investment is ongoing, identify up to three Investment(s) from prior year(s) to include:(FY 2007 - FY 2010)

Note: Applicants may select up to **three** Investments. Within the GRT, applicants will *only* have the ability to select previously funded Investments from a drop-down menu.

Year	Investment Name	HSGP Funding Amount
2010	Metropolitan Medical Response System	$317,419.00
2008	Metropolitan Medical Response System	$496,221.00
2009	Metropolitan Medical Response System	$321,221.00

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	MMRS	$267,608
Secondary:	No Secondary Source	

* **I.D. - Capabilties Building**

Maintaining existing capabilitise.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

The goal of MMRS is to coordinate regional stakeholders & strengthen response capabilities based on threats, risk, & consequences. This IJ addresses gaps that exist in medical surge & mass prophylaxis capabilities, emergency triage & pre-hospital treatment, & regional collaboration. This will be achieved by developing plans, conducting training & exercises, & acquiring pharmaceuticals & personal protective equipment, to achieve the enhanced capability necessary to respond to a mass casualty incident caused by a natural, technical, or intentional event. This IJ supports the National Priorities identified in section IVB & the MMRS Target Capabilities in section IIIC. It supports the Nevada (NV) Commission on Homeland Security's goals of Enhancing Medical Preparedness & Response Capabilities & Ensuring the Dissemination & Sharing of Information. It is in aligned with the NV State Homeland Security Strategy goals of strengthening communications interoperability; improving NV's capabilities to detect, identify, & report radiological & nuclear materials present in unauthorized locations; & develop a regional network for collection, sharing, & analysis of surveillance & intelligence information. This is achieved through the continued use of the FirstWatch Early-Warning Syndromic Surveillance System. It also serves to develop, review, update, &/or finalize state, regional, & local emergency operations plans though the continued use of established regional working groups. It focuses primarily on purchasing equipment to sustain current capabilities. Proposed equipment purchases are allowable expenses according to the MMRS specific AEL & consist of equipment from Cat4 (Info Technology) and Cat9 (Medical). The purchase of equipment & the continued training & exercises conducted with NV's first responders & support agencies will significantly strengthen regional response capabilities. It also aligns with the Las Vegas Urban Area Security Strategy goals of developing, implementing, & validating plans, programs, & processes that ensure public health & safety of residents, visitors & responders; promote regional collaboration; identify existing capabilities & resource gaps in response to a medical surge & mass prophylaxis incident; & ensure public health & safety of residents, visitors, & responders. Achieved through intense collaborative efforts with regional stakeholders including: fire, EMS, medical, public health, emergency management, law enforcement, & coroner.

II. Baseline - Investment #11

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

SHSS Goals: Develop an intrastate, interstate & regional network for collection, sharing, & analysis of surveillance & intelligence info; Communications Interoperability; Develop, review, update, &/or finalize state & local emergency operations plans, continuity of govt. plans, continuity of operations plans & terrorism annexes; Develop, review, update &/or finalize interstate/intrastate mutual aid agreements & regional plans; Equip & train NV's first responders & support agencies; Improve NV's capabilities to detect, identify, & report radiological & nuclear materials present in unauthorized locations; & Develop, review, update &/or finalize emergency plans for coordination of medical facility emergency care. UASS Goals: Develop, implement & validate plans, programs, & processes that ensure public health & safety of residents, visitors & responders; Develop, implement, & validate plans & programs that promote regional collaboration; Identify & implement mechanisms for information sharing & collaboration activities among organizations; Identify & implement mechanisms for sharing resources & ensuring interoperability among organizations; Develop, implement, & validate plans, programs, & processes that ensure public health & safety of residents, visitors, & responders; & Develop, implement & validate plans, programs, & processes that identify existing capabilities & resource gaps in response to a medical surge & mass prophylaxis incident.

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Since its establishment in Las Vegas (LV) in 2000, MMRS has been committed to ensuring first responders are prepared to respond to & provide care during a medical surge or mass casualty incident. The LV MMRS investment justification will build on previous years' investments & will strengthen response capabilities by continuing to focus on planning, organizing, equipping, training & conducting exercises. Since the program's inception, LV MMRS has been able to purchase pharmaceuticals like Mark I Nerve Agent Kits, Valium, Cipro, Doxy, Cyanokits, & Tamiflu; equipment including: wet/dry decontamination systems, portable ventilators, MCI kits, & MCI Trailers; & invest in communications & information sharing systems including the EMSystem, All-Hospital Radio Channel, & FirstWatch Syndromic Surveillance System. The program has also conducted NIMS/ICS, WMD, & radiological response training, as well as HSEEP compliant full-scale, functional, & tabletop exercises. These acquisitions, in conjunction with the training & exercises, have provided a strong foundation with regard to regional collaboration & emergency plan alignment; early incident identification, notification, & information sharing; & first responder response capabilities within the region. This year's IJ seeks primarily to maintain current capabilities by supplementing diminished &/or expired equipment & pharmaceuticals within our cache. It also serves to ensure continued training, exercises, & plan updating & coordinating.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

A risk assessment identified gaps which MMRS addressed. The program has been recognized as a regional success & a national model when it comes to developing medical response capabilities. This project specifically addresses several capabilities gaps which have been identified. While not major gaps, they still require funding to address in order to maintain & sustain the capabilities of the program. One of the programs capability cornerstones is the use of the FirstWatch Early Warning Syndromic Surveillance System to quickly detect an MCI, medical surge, or CBRNE event, & notify first responders & receivers of a situation. New ventilators, maintenance of existing ventilators, strengthened Carboxyhemoglobin (SpCO) detection capabilities, & DuoDote Nerve Agent Kits, replacements for a soon to be expired cache of Mark I Nerve Agents, also need to be purchased. This program, while initially first responder specific, has been integrated into the community through collaboration with the Citizen Corps & Medical Reserve Corps, through partnerships with private sector orgs like NVEnergy & Boyd Gaming, & through community events like the Save-A-Live program, an annual event in which citizens are taught h&s-only CPR. It is during these community based events the program is able to reach out to the public & inform them of the risks their community faces, what the public safety professionals are doing to mitigate those risks, & what they can do themselves to be better prepared.

Target Capability 1: CBRNE Detection
Target Capability 2: Communications
Target Capability 3: Emergency Triage and Pre-Hospital Treatment
Target Capability 4: Information Gathering and Recognition of Indicators and Warnings

Target Capability 5: Intelligence and Information Sharing and Dissemination
Target Capability 6: Medical Surge
Target Capability 7: Planning

III. Project Management - Investment #11

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	MMRS	$267,608
Secondary:	No Secondary Source	

* **IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
CBRNE Detection	$10,000	3.74%
Communications	$5,000	1.87%
Emergency Triage and Pre-Hospital Treatment	$56,449	21.09%
Information Gathering and Recognition of Indicators and Warnings	$10,000	3.74%
Intelligence and Information Sharing and Dissemination	$10,000	3.74%
Medical Surge	$32,159	12.02%
Planning	$144,000	53.81%
Total	**$267,608**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$149,000	55.7%
Organization		
Equipment	$113,608	42.5%
Training		
Exercises	$5,000	1.9%
Total	**$267,608**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	Metropolitan edical Reserve System	Strengthen response capabilities	Planning	01/2012	01/2013	$267,608

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

Outcomes of this IJ include: Continued regional collaboration, information sharing & communications interoperability through the continued use of the EMSystem, All Hospital Radio Channel & FirstWatch. Strengthened capabilities to detect, identify & report radiological & nuclear materials through continued use if FirstWatch. Strengthened emergency response plan coordination through collaborative planning efforts via established working groups. Sustained ventilation capabilities, sustained nerve agent response capabilities & strengthened Carboxyhemoglobin (SpCO) detection capabilities with the purchase of ventilators, DuoDote Kits & Rad 57 Monitors. Continued NIMS/ICS, WMD & IMT training for NV's first responders & support agencies, initiated, coordinated &/or taught by the MMRS Coordinator. Strengthened community preparedness via coordination with Citizen Corps & Medical Reserve Corps & community events like Save-A-Life. The outcomes of this IJ will help bridge capabilities gaps that currently exist within the community. This program has demonstrated the ability to deliver results when it comes to strengthening regional response capabilities. It continues to be the only program in the region that supports local capabilities in the critical hours after an incident & before federal assistance can arrive. It is the only program specifically tasked with achieving & maintaining long-term continuity when it comes to the medical response to a MCI or medical surge incident in S NV.

National Priority 1: Expand Regional Collaboration
National Priority 2: Strengthen Information Sharing and Collaboration Capabilities
National Priority 3: Strengthen CBRNE Detection, Response, & Decontamination Capabilities
National Priority 4: Strengthen Medical Surge and Mass Prophylaxis Capabilities

Investment #10

Investment Information - Investment #10

Investment Name: Metropolitan Medical Response System (MMRS) - UASI

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Overview - Investment #10

If the Investment is ongoing, identify up to three Investment(s) from prior year(s) to include:(FY 2007 - FY 2010)

Note: Applicants may select up to **three** Investments. Within the GRT, applicants will *only* have the ability to select previously funded Investments from a drop-down menu.

Year	Investment Name	HSGP Funding Amount
2007	Medical Surge Capacity	$276,015.00
2008	Strengthen Medical Surge & Mass Fatality Capabilities	$306,124.00

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$37,551
Secondary:	No Secondary Source	

*** I.D. - Capabilties Building**

Maintaining existing capabilitise.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

The overarching goal of the MMRS program is to coordinate regional stakeholders and strengthen response capabilities based on threats, risk, and consequences. The purpose of this investment justification is to utilize UASI funds to address the gap that currently exists in medical surge and emergency pre-hospital treatment capabilities. This will be achieved by acquiring DuoDote nerve agent antidote kits to ensure the enhanced capability necessary to respond to a terrorist attack using a nerve agent. This investment justification supports the National Priority of Strengthening Medical Surge and Mass Prophylaxis Capabilities and the MMRS Target Capabilities of Medical Surge and Emergency Triage and Pre-Hospital Treatment. It supports the Nevada Commission on Homeland Security's goal of Enhancing Medical Preparedness and Response Capabilities. It is in alignment with the Nevada State Homeland Security Strategy goal of equipping and training Nevada's first responders and support agencies. It is also in alignment with the Las Vegas Urban Area Security Strategy goals of identifying existing capabilities and resource gaps in response to a medical surge and mass prophylaxis incident and ensuring the public health and safety of residents, visitors, and responders. The proposed equipment purchase is an allowable expense according to the MMRS specific Authorized Equipment List and consists of a pharmaceutical from Category 9 (Medical). The purchase of the DuoDote Kits will significantly strengthen regional response capabilities to a nerve agent attack and will drastically improve the mortality rate among public safety professionals who respond; including but not limited to personnel from fire, EMS, medical, public health, emergency management, law enforcement, and the coroner.

II. Baseline - Investment #10

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

SHSS Goal: Equip and train Nevada's first responders and support agencies;
UASS Goals: Develop, implement and validate plans, programs, and processes that ensure public health and safety of residents, visitors and responders; Develop, implement and validate plans, programs, and processes that identify existing capabilities and resource gaps in response to a medical surge and mass prophylaxis incident.

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Since its establishment in Las Vegas in 2000, MMRS has been committed to ensuring that first responders are prepared to respond to and provide care during a medical surge or mass casualty incident caused by a terrorist attack. The LV MMRS IJ will build on previous years' investments and will strengthen response capabilities by focusing on appropriately equipping first responders. Since the program's inception, LV MMRS has been able to purchase pharmaceuticals like Mark I Nerve Agent Kits, Valium, Cipro, Doxy, Cyanokits, and Tamiflu; equipment including but not limited to wet and dry decontamination systems, portable ventilators, MCI kits, and MCI Trailers; and invest in communications and information sharing systems including the EMSystem, the All-Hospital Radio Channel, and the FirstWatch Syndromic Surveillance System. The program has also conducted NIMS/ICS, WMD, and radiological response training, as well as several HSEEP compliant full-scale, functional, and tabletop exercises. In totality, these acquisitions, in conjunction with the training and exercises, have provided a strong foundation with regard to regional collaboration and emergency plan alignment; early incident identification, notification, and information sharing; and first responder response capabilities within the region. With an already established program, this IJ seeks solely to maintain current nerve agent response capabilities by purchasing the newly developed DuoDote Kits.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

A thorough risk assessment identified capabilities gaps which the MMRS program was able to address in part or in whole. The program has been recognized as a regional success and a national model when it comes to developing medical response capabilities. This project specifically addresses the nerve agent response capability gap that will be created with the expiration of the regional cache of Mark I Nerve Agent Antidote Kits. This program, while initially first responder specific, has been integrated into the community through collaboration with the Citizen Corps and Medical Reserve Corps Programs, through partnerships with private sector organizations like NVEnergy and Boyd Gaming, and through community events like the Save-A-Live program, an annual event in which citizens are taught hands-only CPR. It is during these community based events that the program is able to reach out to the public and inform them of the risks their community faces, what the public safety professionals are doing to mitigate those risks, and what they can do themselves to be better prepared.

Target Capability 1: Emergency Triage and Pre-Hospital Treatment
Target Capability 2: Medical Surge

III. Project Management - Investment #10

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$37,551
Secondary:	No Secondary Source	

*** IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding

Emergency Triage and Pre-Hospital Treatment	$18,776	50%
Medical Surge	$18,775	50%
Total	**$37,551**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning		
Organization		
Equipment	$37,551	100%
Training		
Exercises		
Total	**$37,551**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	Metropolitan Medical Response System - UASI	Purchase nerve agent response capabilities.	Execution	01/2012	01/2013	$37,551

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

The outcome of this investment justification is the sustainment of Southern Nevada's first responder nerve agent response capability. This program has demonstrated the ability to deliver results when it comes to strengthening regional response capabilities. It continues to be the only program in the region that supports local capabilities in the critical hours after an incident and before federal assistance and the strategic national stockpile can arrive. Moreover, it is the only program specifically tasked with achieving and maintaining long-term, multijurisdictional, multidisciplinary, continuity when it comes to the medical response to a terrorist attack, MCI, or medical surge nerve agent incident in Southern Nevada.

National Priority 1: Strengthen Medical Surge and Mass Prophylaxis Capabilities

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:

For possible action to approve two grant awards from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 State Homeland Security Program (SHSP) and Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) in the amounts of $240,000 and $160,000 respectively - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

These Department of Homeland Security (DHS) Grant awards – Federal Fiscal Year 2011 (FFY2011) State Homeland Security Program (SHSP) and FFY2011 Urban Area Security Initiative (UASI) provide the City with funds in the amounts of $240,000 and $160,000 respectively, to support the Information and Technology Department's responsibility to oversee a contract from a qualified firm to survey and collect current status information, review and perform a gap analysis in conjunction with the Nevada CyberSecurity Committee and will develop an overall project plan. The City of Las Vegas has been designated by the State of Nevada to administer this regional initiative.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Department of Homeland Security (DHS) Grant/FFY2011 State Homeland Security Program and FFY2011 Urban Area Security Initiative Grant Awards and Investment Justification (IJ) Budget Details
2. Federal Assurances, Federal Certifications, Nevada Department of Public Safety Division of Emergency Management Grant Financial and Program Assurances, and Reobligation Guidelines
3. Investment Information – Investment #3 and Investment #3

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear ~~Ms. Levering~~ Carolyn,

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 State Homeland Security Program (SHSP) grant award in the amount of $240,000.00.

Access Control for Cyber Information $240,000.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-HL1
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - State Homeland Security Program (SHSP)	**FEDERAL GRANT FUNDS:**	$240,000.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$240,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Access Control for Cyber Information		$240,000.00
TOTAL		**$240,000.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis
Deputy City Attorney Date

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-HL1
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - State Homeland Security Program (SHSP)	**FEDERAL GRANT FUNDS:**	$240,000.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$240,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Access Control for Cyber Information		$240,000.00
TOTAL		**$240,000.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Access Control for Cyber Information Rev2

One Budget Per Funding Stream

SHSP

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Please Select Sub-Grantee Name: Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New			-	$ -		SHSP	$ -	$ -
2							$ -		SHSP		$ -
3			Select Type				$ -		SHSP		$ -
4	Planning	Contract for Requirements Gathering - This contract will involve having a consultant versed in access management systems to determine the access needs of state, local, tribal, and special government entities. This consultant will provide information on the sharing and dissemintaion requirements of all entities and develop a gap analysis concerning where these access needs are not being met or where the access methods could be improved.	New		1	180,000.00	$ 180,000.00	13IT-00-DEXC	SHSP	180000	$ 180,000.00
5		180000					$ -		SHSP		$ -
6			Select Type				$ -		SHSP		$ -
7			Select Type				$ -		SHSP		$ -
8	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		SHSP		$ -
9		Governance Document Development - This item entails acquiring a consultant who can create a governance model for the use by all state, local, tribal, and special government entities to ensure data, security and transport standards are put in place to facilitate information sharing and dissemination can be accomplished.	New		1	30,000.00	$ 30,000.00	13IT-00-DEXC	SHSP	30,000.00	$ 30,000.00
10		Phase II Request for Proposal Development - This step is the creation of a request for proposal and associated cost estimates to facilitate the development of an access system that can be used by every entity to allow the sharing of information in a secure fashion and allow trusted relationships between all participating entities to reduce information dupilication while enhancing the ability to disseminate information throughout the state and with external partners where necessary.	New		1	30,000.00	$ 30,000.00	13IT-00-DEXC	SHSP	30,000.00	$ 30,000.00
11			Select Type				$ -		SHSP		$ -
12			Select Type				$ -		SHSP		$ -
13	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		SHSP		$ -
14			Select Type				$ -		SHSP		$ -
15			Select Type				$ -		SHSP		$ -
16			Select Type				$ -		SHSP		$ -
17	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		SHSP		$ -
18			Select Type				$ -		SHSP		$ -
19			Select Type				$ -		SHSP		$ -

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: **Project Name: Access Control for Cyber Information Rev2**

One Budget Per Funding Stream

SHSP

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Please Select Sub-Grantee Name: Funding Source	CITY OF LAS VEGAS	Grand Total
20			Select Type				$ -		SHSP		$ -
21	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		SHSP		$ -
22			Select Type				$ -		SHSP		$ -
23			Select Type				$ -		SHSP		$ -
24			Select Type				$ -		SHSP		$ -
							$ 240,000.00			**$ 240,000.00**	**$ 240,000.00**

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear ~~Ms. Levering~~ Carolyn,:

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant award in the amount of $160,000.00.

Access Control for Cyber Information $160,000.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$160,000.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$160,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Access Control for Cyber Information		$160,000.00
TOTAL		**$160,000.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$160,000.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$160,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Access Control for Cyber Information		$160,000.00
TOTAL		**$160,000.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X	X
Signature of Approving Official Date: 11/4/11	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Access Control for Cyber Information Rev2

One Budget Per Funding Stream

UASI

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Please Select Sub-Grantee Name: Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New			-	$ -		UASI	$ -	$ -
2							$ -		UASI		$ -
3			Select Type				$ -		UASI		$ -
4			Select Type				$ -		UASI		$ -
5	Planning	Contract for Requirements Gathering. This contract will involve having a consultant versed in access management systems to determine the access needs of state, local, tribal, and special government entities. This consultant will provide information on the sharing and dissemintaion requirements of all entities and develop a gap analysis concerning where these access needs are not being met or where the access methods could be improved.	New		1	120,000.00	$ 120,000.00	13IT-00-DEXC	UASI	120000	$ 120,000.00
6							$ -		UASI		$ -
7			Select Type				$ -		UASI		$ -
8			Select Type				$ -		UASI		$ -
9	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		UASI		$ -
10		Governance Document Development. This item entails acquiring a consultant who can create a governance model for the use by all state, local, tribal, and special government entities to ensure data, security and transport standards are put in place to facilitate information sharing and dissemination can be accomplished.	New		1	20,000.00	$ 20,000.00	13IT-00-DEXC	UASI	20,000.00	$ 20,000.00
11		Phase II Request for Proposal Development. This step is the creation of a request for proposal and associated cost estimates to facilitate the development of an access system that can be used by every entity to allow the sharing of information in a secure fashion and allow trusted relationships between all participating entities to reduce information dupilication while enhancing the ability to disseminate information throughout the state and with external partners where necessary.	New		1	20,000.00	$ 20,000.00	13IT-00-DEXC	UASI	20,000.00	$ 20,000.00
12			Select Type				$ -		UASI		$ -
13			Select Type				$ -		UASI		$ -
14			Select Type				$ -		UASI		$ -
15	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		UASI		$ -
16			Select Type				$ -		UASI		$ -
17			Select Type				$ -		UASI		$ -
18			Select Type				$ -		UASI		$ -

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Access Control for Cyber Information Rev2

One Budget Per Funding Stream

UASI

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Please Select Sub-Grantee Name: Funding Source	CITY OF LAS VEGAS	Grand Total
19	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		UASI		$ -
20			Select Type				$ -		UASI		$ -
21			Select Type				$ -		UASI		$ -
22			Select Type				$ -		UASI		$ -
23	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		UASI		$ -
24			Select Type				$ -		UASI		$ -
25			Select Type				$ -		UASI		$ -
26			Select Type				$ -		UASI		$ -
							$ 160,000.00			$ 160,000.00	$ 160,000.00

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

XXII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

FEDERAL CERTIFICATIONS

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

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR, Part 69, the applicant certifies that:
   - **a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
   - **b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   - **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
   - **d.** The sub-grantee understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Federal awarding agency. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - **b.** Establishing an on-going drug-free awareness program to inform employees about
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The Sub-grantees policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - **c.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - **d.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - **i.** Abide by the terms of the statement; and
     - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - **e.** Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;
   - **f.** Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
     - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
     - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
   - **g.** Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

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

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

VII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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

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

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from Federal Awards. If the sub-grantee has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (*A-87*), 2 CFR, Part 225 (*A-122*) or 2 CFR, Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR, Part 13 and 2 CFR, Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to IB 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.
   a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
      1. The equipment was purchased with FEMA preparedness grant funding.
      2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
   b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 60 days following the end of the grant performance period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*).
   f. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines.
2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and

timelines and must support and be traceable to the approved Budget Detail Matrix and the Federally approved Investment Justification.

b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.

a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.

b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.

1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 44 CFR Ch I, § 13.32 Equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a Federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.

5. Property tags are placed on equipment.

6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR, Part § 13 or by jurisdictional regulation or guidance.

7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.

a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA

b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however when ever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.

c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.

8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

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

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

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

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the

SAA and FEMA/DHS.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

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

XV. APPLICABLE FEDERAL REGULATIONS

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

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

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements

4. Renovation/Upgrades, Modifications to exiting structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for IB 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

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

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

As the duly authorized representative of the applicant for FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improve the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond to, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, State and Federal agencies, and the private sector to identify training and exercise activities for the subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to participating jurisdictions, agencies and private sector participants to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact who will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will also have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the HSEEP. HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one single exercise document that must follow a prescribed format with a specified content and process is the AAR/IP.

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will result in an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the Corrective Action Program System (CAPS) in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the IP. The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP Manuals. Use the web-based software program CAPS to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, NEXS and CAPS programs, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA NEXS and CAPS systems. The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Timothy Cary
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
tcary@dps.state.nv.us

Brian Sandoval
Governor

Nevada Department of Public Safety

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 17, 2011

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

- Your local jurisdiction
- Your county/local Emergency Manager or their designated Training Coordinator
- State Administrative Agency (SAA) Nevada Division of Emergency Management
- SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. All requests must be directed through your local emergency manager.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Investment #3

Investment Information - Investment #3

Investment Name: Cyber Security - Critical Infrastructure

Investment Phase: New

Multi-Applicant Investment: No

I. Overview - Investment #3

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	SHSP	$467,500
Secondary:	No Secondary Source	

*** I.D. - Capabilties Building**

Building new capabilities.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

Technology is a fundamental component of all lines of business. Technology is used to power the electrical grid, to supply water, to maintain sewer systems, to maintain key businesses, to provide hospital care, to insure reliable food supplies, to regulate the flow of traffic, and to provide communications for all aspects of government, including first responders, during an emergency. The security and reliability of the technological components of critical infrastructure is essential.

Nevada recognized the importance of building an effective cyber response. Through cyber seminars, a tabletop exercise and institutional understanding, the Chief Information Officers and lead information security personnel of various cities, counties and state agencies in Nevada discussed their top cyber security concerns and how best to improve the cybersecurity posture for Nevada's government entities. This group, The Nevada Cybersecurity Committee (NCC), included participants from the cities of Las Vegas, Henderson, Reno, Sparks, and North Las Vegas, the counties of Clark and Washoe, the State Departments of Information Technology and Public Safety, the Clark County School District and the Las Vegas Metropolitan Police Department. This group is responsible for over 90 percent of the statewide population.

The Nevada Cybersecurity Committee identified 65 cybersecurity initiatives which they classified and prioritized info five broad areas: 1) cyber assessments/incident response, 2) access control; 3) availability of critical systems; 4) security awareness; 5) data security/confidentiality. Subcommittees of the NCC produced project proposals. The three highest priority areas are included in this investment justification.

II. Baseline - Investment #3

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

Nevada Statewide Cyber Assessment and Continuous Monitoring

State Homeland Security Strategy
Critical Infrastructure – Identification, cataloging and protection of all Department of Homeland Security identified sectors of Critical Infrastructure, including Cyber security.
Fusion Center Capabilities
Goal: Enhance measures to secure and harden critical infrastructure targets. (Prevention & Protection)
Objective: Organization.
In close collaboration with public and private sector entities, identify security vulnerabilities pertaining to all potential targets to include, but not limited to: Cyber terrorism, communications systems, utilities, government facilities, transit systems, tourism – resort hotel-casino industry, defense industrial base, etc. on an ongoing basis and upload the results of such assessments to the critical asset management system. Ongoing - Not date specific.

Access Control for Cyber Information
NIMS/Credentialing, Fusion Center capabilities
Goal: Develop, review, update and/or finalize state and local emergency operations plans, continuity of government plans, continuity of operations
plans and terrorism annexes. (Response & Recovery)
Objective: Organization.
Ensure that the relative components of the National Incident Management System (NIMS) and National Response Framework (NRF) are appropriately referenced and/or included in all state, local and tribal emergency operations plans, training, and exercises.

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Nevada Statewide Cyber Assessment and Continuous Monitoring
Capabilities in the area addressed by this project are not well formed and are deployed in an inconsistent, ad hoc fashion entity by entity. At this time there is no standardized methodology within the state to measure security vulnerabilities. Capacity that does exist to assess and monitor system vulnerabilities is manual only, resulting in slow response and infrequent assessment. No automated capabilities exist. No other project or effort will result in any advancement prior to use of FFY11 funds and execution of this project.

Access Control for Cyber Information
In discussions with Nevada Cyber Security Committee members throughout the state, no access control systems are known to be in place that are integrated across multiple systems, effective and maintainable. This grant will allow for a complete survey and analysis of the current access control processes to confirm what present aspects are effective, if any, and determine the next steps in developing governance and standards for improved access control and security throughout the state. No other project or effort will result in any advancement prior to use of FFY11 funds and execution of this project.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

Nevada Statewide Cyber Assessment and Continuous Monitoring gaps:
This project will create a standardized approach and software to monitor security vulnerabilities in a continuous manner. This IJ will also fund reports for remediation and training for individuals responsible for addressing vulnerabilities identified by the assessment process.

Access Control for Cyber Information gaps:
Discussions with the Cyber Security Committee members have revealed that there is very little in place in effective, integrated and comprehensive access control processes and systems. Gaps currently exist in governance, standards and systems statewide. This project is intended to specifically identify and address the gaps to create a framework for improved access control leading to improved information security statewide.

Target Capability 1: Critical Infrastructure Protection

III. Project Management - Investment #3

I.C. - Funding Program

Designation	Program	Funding Amount

Primary:	SHSP	$467,500
Secondary:	No Secondary Source	

* **IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Critical Infrastructure Protection	$467,500	100%
Total	**$467,500**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$220,000	47.1%
Organization	$60,000	12.8%
Equipment	$127,500	27.3%
Training	$60,000	12.8%
Exercises		
Total	**$467,500**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	Nevada Statewide Cyber Assessment and Continuous Monitoring	Implementation of Phase I and II	Execution	01/2012	07/2013	$227,500
2	Access Control for Cyber Information	Implementation of Phase I and II	Execution	01/2012	07/2013	$240,000

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

Nevada Statewide Cyber Assessment and Continuous Monitoring
The goal is for participating entities to quickly recognize and then mitigate cyber security vulnerabilities on an on-going basis. Representatives from volunteer entities will form a pilot group for training on use of monitoring and assessment systems including the design of reporting templates. Project success will be measured by entitles being able to identify critical vulnerability leading to the remediation and reduction of vulnerabilities leading to measureable improvement of the cyber environment and threat characteristic. Sustainment of equipment and training will be assumed by participating entities for their respective individuals and dedicated equipment.

Access Control for Cyber Information
Success of this project will be measured by the recognition of validity and consensus acceptance of the gap analysis, recommendations for standardization and improvement of access control and acceptance of the project plan for implementation by governmental entities.

National Priority 1: Expand Regional Collaboration
National Priority 2: Implement the NIPP

Investment #3

Investment Information - Investment #3

Investment Name: Cyber Security - Critical Infrastructure

Investment Phase: New

Multi-Applicant Investment: No

I. Overview - Investment #3

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$567,500
Secondary:	No Secondary Source	

*** I.D. - Capabilties Building**

Building new capabilities.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

This project establishes a statewide capability to assess and monitor the cyber security environment of governmental computer servers and network devices for security vulnerabilities, characterize threats and produce reports for action. Monitoring will cover the cyber environment common to all state, local tribal and special district governmental entities, In-depth scanning, assessment and reporting will be elective to entities who choose to participate. Those participating will be responsible for deploying their desired implementation. The goal is for participating entities to quickly recognize and then mitigate cyber security vulnerabilities on an on-going basis.
The Nevada Cyber Security Committee NCSC will provide oversight, and a consultant will be procured to will develop a Request For Proposal to evaluate integrated solutions, and develop policies and agreements. Equipment identified by RFP will be procured, including monitoring software and hardware, licensing, and servers for initially participating entities. A contract programmer will customize software for specific installs. Training will address system and report utilization, and installation and maintenance.
This Phase 1 is an effort to develop standards and enhance access control into information technology (IT) systems for state, local, tribal and special district governmental entities. The ultimate goal is to protect cyber-based information and systems operation through highly effective access control. With oversight by the NCSC, a consultant will be procured via RFP process. Consultant will conduct a survey of present policies, procedures and protections, and perform a gap analysis. A report and project plan will be developed that will include recommended standards for access control, prioritized needs of entities relative to the standards, cost estimates, and a governance model to coordinate change control and standards update. Following phases will address implementation of standards and development of trusted relationships. Note that this project will use combined UASI and SHSP funding by design and agreement.
This project will establish a standard and structure for data disaster recovery (DDR) plans state-wide by establishing a pilot DDR plan for Clark County. This part of the project uses UASI funding only. A consultant will be procured to develop the detailed DDR plan used to recover computer systems and associated data in the event of a disaster.

II. Baseline - Investment #3

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this

Investment. (1,500 char. max)

Assessment and Continuous Monitoring:
Goal 2 Strengthen Information Sharing and Collaboration in Las Vegas UA
Objective 2.3 Enhance cyber security detection and response capability among regional partners
Goal 4 Protect and maintain the integrity of regional critical systems and infrastructure
Objective 4.4 Enhance cyber security awareness at 25% of the level one and level two facilities over the next two years
Access Control for Information:
Goal 2 Strengthen Information Sharing and Collaboration in LVUA
Objective 2.2 Enhance information sharing capabilities among regional partners
[specifically by improving info sharing through trusted relationships and efficient, protected access]
Objective 2.3 Enhance cyber security detection and response capability among regional partners
Disaster Recovery Planning:
Goal 1 Implement NIMS and NRF to ensure health and safety of resident, visitors and responders
Objective 1.1 Integrate, update, validate and maintain.[in particular, prepare a government Response Plan per NRF Chapter II, pg 28]
Goal 2 Strengthen Information Sharing and Collaboration in LVUA
Objective 2.2 Enhance information sharing capabilities among regional partners
Objective 2.3 Enhance cyber security detection and response capability among regional partners
Goal 3 Strengthen LVUA plans that ensure public health and safety of residents, visitors and responders
Objective 3.1 Enhance and implement existing local and regional emergency plans biannually

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Cyber capabilities are not well formed and are deployed in an inconsistent, ad hoc fashion. Currently there is no standardized methodology within the state to measure security vulnerabilities. Capacity that does exist to assess and monitor system vulnerabilities is manual only, No automated capabilities exist. No other project or effort will result in any advancement prior to use of FFY11 funds and execution of this project.
In discussions with Nevada Cyber Security Committee members throughout the state, no access control systems are know to be in place that are integrated across multiple systems, effective and maintainable. This grant will allow for a complete survey and analysis of the current access control processes to confirm what present aspects are effective, if any, and determine the next steps in developing governance and standards for improved access control and security throughout the state. No other project or effort will result in any advancement prior to use of FFY11 funds and execution of this project.
This project will use the current Business Impact Analysis (BIA) developed by a consultant and updated by Clark County staff to ensure that data and technology resource recovery plans and procedures for critical and essential public safety services are initiated and completed. Some DDR "plans" do exist elsewhere to inconsistent standard, however no comprehensive effort will result in any advancement prior to use of FFY11 funds.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

Nevada Statewide Cyber Assessment and Continuous Monitoring gaps:
This project will create a standardized approach and software to monitor security vulnerabilities in a continuous manner. This IJ will also fund reports for remediation and training for individuals responsible for addressing vulnerabilities identified by the assessment process.

Access Control for Cyber Information gaps:
Discussions with the Cyber Security Committee members have revealed that there is very little in place in effective, integrated and comprehensive access control processes and systems. Gaps currently exist in governance, standards and systems statewide. This project is intended to specifically identify and address the gaps to create a framework for improved access control leading to improved information security statewide.

State-Wide Data Disaster Recovery Planning gaps:
Clark County and the LVUA currently does not have a data disaster recovery plan to recover computer systems and associated data in the event of a natural, malevolent or technical disaster. This project will ensure that data and technology resource recovery plans and procedures for timely and prioritized recovery of critical public safety IT services, as identified in Clark County's BIA are initiated and completed.

Target Capability 1: Critical Infrastructure Protection

III. Project Management - Investment #3

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$567,500
Secondary:	No Secondary Source	

*** IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Critical Infrastructure Protection	$567,500	100%
Total	**$567,500**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$340,000	59.9%
Organization	$40,000	7%
Equipment	$127,500	22.5%
Training	$60,000	10.6%
Exercises		
Total	**$567,500**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	Nevada Statewide Cyber Assessment and Continuous Monitoring	Implementation of Phase I and II	Execution	01/2012	07/2013	$227,500
2	Access Control for Cyber Information	Implementation of Phase I and II	Execution	01/2012	07/2013	$160,000
3	State-Wide Disaster Recovery Planning (Clark County Pilot Plan)	Implementation of Phase I and II	Planning	01/2012	07/2013	$180,000

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

Nevada Statewide Cyber Assessment and Continuous Monitoring
The goal is for participating entities to quickly recognize and then mitigate cyber security vulnerabilities on an on-going basis. Representatives from volunteer entities will form a pilot group for training on use of monitoring and assessment systems including the design of reporting templates. Project success will be measured by entitles being able to identify critical vulnerability leading to the remediation and reduction of vulnerabilities leading to measureable improvement of the cyber environment and threat characteristic. Sustainment of equipment and training will be assumed by participating entities for their respective individuals and dedicated equipment.

Access Control for Cyber Information
Success of this project will be measured by the recognition of validity and consensus acceptance of the gap analysis, recommendations for standardization and improvement of access control and acceptance of the project plan for implementation by governmental entities.

State-Wide Data Disaster Recovery Planning
The goal of this project will be a pilot project which will be conducted during a 12 month window of time and will develop a data disaster recovery plan for critical IT services supporting public safety in the LVUA. The target metric is Return to Operations (RTOs) of 72 hours or less

National Priority 1: Expand Regional Collaboration
National Priority 2: Implement the NIPP

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) in the amount of $142,998 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Department of Homeland Security (DHS) Grant award – Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) provides the City of Las Vegas with funds in the amount of $142,998 to purchase equipment and training for the Fire and Rescue Department's technical rescue team which is responsible for responding to specialty incidents such as building collapse, swift water rescue and confined space rescue. The City of Las Vegas has been designated by the State of Nevada to administer this regional initiative.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Department of Homeland Security (DHS) Grant/FFY2011 Urban Area Security Initiative Award and Investment Justification (IJ) Budget Detail
2. Federal Assurances, Federal Certifications, Nevada Department of Public Safety Division of Emergency Management Grant Financial and Program Assurances, and Reobligation Guidelines
3. Investment Information – Investment #6

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear Ms. ~~Levering~~ Carolyn:

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant award in the amount of $142,998.00.

Southern Nevada Technical Rescue Team $142,998.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$142,998.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$142,998.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Southern Nevada Technical Rescue Team		$142,998.00
TOTAL		**$142,998.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X _____ 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11 Date
James B. Lewis
Deputy City Attorney

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$142,998.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$142,998.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Southern Nevada Technical Rescue Team		$142,998.00
TOTAL		**$142,998.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
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ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X	X
Signature of Approving Official Date: 11/4/11	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: FFY11 Southern Nevada Technical Rescue Requested REV 052011

One Budget Per Funding Stream

UASI **DD**

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Please Select Sub-Grantee Name: Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		UASI		$ -
2			Select Type				$ -		UASI		$ -
3			Select Type				$ -		UASI		$ -
4			Select Type				$ -		UASI		$ -
5	Planning		Select Type				$ -		SHSP		$ -
6			Select Type				$ -		SHSP		$ -
7			Select Type				$ -		SHSP		$ -
8			Select Type				$ -		SHSP		$ -
9	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		SHSP		$ -
10			Select Type				$ -		SHSP		$ -
11			Select Type				$ -		SHSP		$ -
12			Select Type				$ -		SHSP		$ -
13	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		UASI		$ -
14		Trailer; heavy equipment and tool movement capable of carrying a total weight of 26,000lbs	Enhance	DHS Federal	1	34,000.00	$ 34,000.00	12TR-00-TEQP	UASI	$ 34,000.00	$ 34,000.00
15		Mover, Primary; is a vehicle used to tow equipment trailers	Enhance	DHS Federal	1	49,000.00	$ 49,000.00	12TR-00-MOVR	UASI	$ 49,000.00	$ 49,000.00
16		Hydraulic Tool System; capability to breach through concrete in a timely manner and can be operated in a confined space without the toxic gases being produced	Enhance	DHS Federal	1	26,000.00	$ 26,000.00	03SR-03-TPHY	UASI	$ 26,000.00	$ 26,000.00
17		Search Cam; Void area video search camera and accessories for inspecting voids and confined spaces with limited physical access	Enhance	DHS Federal	1	20,000.00	$ 20,000.00	03SR-03-SCAM	UASI	$ 20,000.00	$ 20,000.00
18		Confined Space Training	Enhance	DHS Federal	3	2,333.00	$ 6,999.00	21GN-00-TRNG	UASI	$ 6,999.00	$ 6,999.00
19		Hydraulic Tool System Training	Enhance	DHS Federal	3	2,333.00	$ 6,999.00	21GN-00-TRNG	UASI	$ 6,999.00	$ 6,999.00

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: FFY11 Southern Nevada Technical Rescue Requested REV 052011

One Budget Per Funding Stream

UASI DD

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
20	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		UASI		$ -
21			Enhance	DHS Federal			$ -		UASI		$ -
22			Select Type				$ -		UASI		$ -
23			Select Type				$ -		UASI		$ -
24			Select Type				$ -		UASI		$ -
25	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		SHSP		$ -
26			Select Type				$ -		SHSP		$ -
27			Select Type				$ -		SHSP		$ -
28			Select Type				$ -		SHSP		$ -
							$ 142,998.00			**$ 142,998.00**	**$ 142,998.00**

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

XXII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

FEDERAL CERTIFICATIONS

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

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR, Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR, Part 69, the applicant certifies that:
   - **a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
   - **b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   - **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
   - **d.** The sub-grantee understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Federal awarding agency. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - **b.** Establishing an on-going drug-free awareness program to inform employees about
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The Sub-grantees policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - **c.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - **d.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - **i.** Abide by the terms of the statement; and
     - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - **e.** Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;
   - **f.** Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
     - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
     - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
   - **g.** Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

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

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

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As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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

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

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from Federal Awards. If the sub-grantee has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (*A-87*), 2 CFR, Part 225 (*A-122*) or 2 CFR, Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR, Part 13 and 2 CFR, Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to IB 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.
   a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
      1. The equipment was purchased with FEMA preparedness grant funding.
      2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
   b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 60 days following the end of the grant performance period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*).
   f. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines.
2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and

timelines and must support and be traceable to the approved Budget Detail Matrix and the Federally approved Investment Justification.

b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.

a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.

b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.

1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

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

1. As required by 44 CFR Ch I, § 13.32 Equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a Federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.

5. Property tags are placed on equipment.

6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR, Part § 13 or by jurisdictional regulation or guidance.

7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.

a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA

b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however when ever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.

c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.

8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

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

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

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

XI. ASSIGNMENT AND DELEGATION

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

XII. DEBARMENT CERTIFICATION

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

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the

SAA and FEMA/DHS.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

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

XV. APPLICABLE FEDERAL REGULATIONS

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

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

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements

4. Renovation/Upgrades, Modifications to exiting structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for IB 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

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

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

As the duly authorized representative of the applicant for FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improve the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond to, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, State and Federal agencies, and the private sector to identify training and exercise activities for the subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to participating jurisdictions, agencies and private sector participants to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact who will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will also have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the HSEEP. HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one single exercise document that must follow a prescribed format with a specified content and process is the AAR/IP.

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will result in an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the Corrective Action Program System (CAPS) in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the IP. The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP Manuals. Use the web-based software program CAPS to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, NEXS and CAPS programs, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA NEXS and CAPS systems. The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Timothy Cary
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
tcary@dps.state.nv.us

Brian Sandoval
Governor

Nevada Department of Public Safety

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 17, 2011

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

- Your local jurisdiction
- Your county/local Emergency Manager or their designated Training Coordinator
- State Administrative Agency (SAA) Nevada Division of Emergency Management
- SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. All requests must be directed through your local emergency manager.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Investment #6

Investment Information - Investment #6

Investment Name: Chemical Biological Radiological Nuclear Explosive (CBRNE)

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Overview - Investment #6

If the Investment is ongoing, identify up to three Investment(s) from prior year(s) to include:(FY 2007 - FY 2010)

Note: Applicants may select up to **three** Investments. Within the GRT, applicants will *only* have the ability to select previously funded Investments from a drop-down menu.

Year	Investment Name	HSGP Funding Amount
2009	Advanced CBRNE Detection and Decontamination	$459,806.00
2008	Strengthen CBRNE Detection, Response, Decontamination Capabilities	$4,434,784.00
2010	Advanced CBRNE Detection and Decontamination	$1,123,729.00

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$1,200,698
Secondary:	No Secondary Source	

* **I.D. - Capabilties Building**

Maintaining existing capabilitise.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

This LVUA investment continues ongoing efforts to enhance the preparedness, prevention, deterrence and response capabilities among Southern Nevada's Public Safety Agencies. The investment is composed of five individual projects, all focused on mitigating the risk of potentially catastrophic terrorist incidents in the LVUA. Each individual agency project has been developed through extensive regional collaboration aimed at expanding existing capabilities in a coordinated effort. The process includes identifying participating agencies resources; then highlighting capability gaps in a combined effort that involves local Public Safety Agencies, Local and State Government and Federal partners. This is facilitated in the LVUA by the All hazard Regional Multi-agency Operations and Response (ARMOR) Task Force. This ongoing collaboration of Southern Nevada's responder agencies will continue throughout the FY 11 period of performance.

This investment seeks specific enhancements in the following Target Capabilities: CBRNE Detection; WMD/ Hazardous Materials Response & Decontamination; Counter Terrorism Investigations and Law Enforcement; and Urban Search and Rescue. Each project will enhance an existing capacity, principally through the acquisition of equipment, intended to increase overall responder preparedness in Southern Nevada. Funding will be utilized to enhance Law Enforcement Counter Terrorism Operations (North Las Vegas PD, Henderson PD); sustainment of existing CBRNE Detection Equipment (LVMPD ARMOR); expand the response capacity of LVFR Hazardous Materials Team (Las Vegas Fire Rescue) and enhance capacity for LVFR Technical Rescue (Las Vegas Fire Rescue).

The principal benefits derived from this investment are the improvements in the above mentioned capabilities by investing in each individual agency project. Each project is a key component of the existing LVUA regional response capacity. These critical investments will enable local agencies to continue strengthening preparedness, prevention, deterrence and response capability for

combating potentially devastating terrorist incidents in the Urban Area. Continued support of the regional approach includes the flexibility of handling multiple responses within a specified jurisdiction. These significant improvements in overall capability are possible only through the capital funding available in the FY11 HSGP.

II. Baseline - Investment #6

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

This investment directly supports the priorities defined by the Department of Homeland Security, the Nevada State Homeland Security Strategy & the Las Vegas Urban Area Security Strategy. Specific goals & objectives from Las Vegas Urban Area Strategy this investment corresponds to are as follows:
Strengthen Information sharing & collaboration in LVUA organizations.(Prepare, Respond)
National Priority:Expand Regional Collaboration
Objective2.1: Develop, review policies & procedures that coordinate, integrate and maximize effectiveness of public safety information sharing & collaboration capabilities by December 31,2012.
Strengthen Urban Area plans that ensure public health and safety of residents, visitors, & responders.
(Prevent,Protect,Respond,Recover)
National Priority: Expand Regional Collaboration
Objective3.1:Enhance & implement existing local & regional emergency plans biannually.
Objective3.3:Use Target Capabilities List & Universal Task List to determine emergency response resource needs by December 31,2012
To strengthen Regional CBRNE capabilities that ensures public health and safety of residents,visitors & responders.
National Priority: Strengthen CBRNE Detection, Response and Decontamination Capabilities
Objective7.1:Coordinate planning team of area stakeholders to develop regional tiered CBRNE response plan by December 31,2012
Objective7.2:Identify & assess regional capabilities for CBRNE events for stakeholder entities.(FD, LE, SNHD,Hospitals,EMS

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

All of the agency projects under this investment support the regional response capabilities in the respective fields in the LVUA. The participating agencies in the FY11 investment have dedicated roles unique to the LVUA. Each individual project has been developed to enhance a specific capacity for a specific agency in Southern Nevada. The projects have been tailored to fit capability gaps identified through regional collaborative analysis which has been ongoing for several HSGP cycles. Previous accomplishments for all participating agencies have strengthened preparedness, deterrence, prevention and response efforts. These projects reflect the ongoing dedication in each respective area of expertise. The Public Safety agencies in Sothern Nevada each have existing capability in the respective field and will continue to maintain the existing capability. The new capabilities brought forth by this investment will be maintained in a comparable manner.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

This investment will enhance several key areas of Public Safety Response in the LVUA these capabilities include Law Enforcement Counter Terrorism Tactical Operations Henderson PD SWAT is responsible for responding to critical incidents within the City of Henderson as well providing mutual aid tactical support in the LVUA Currently the HPD Swat Team does not have a protective vehicle capable of transporting and supporting tactical officers in CBRNE environments Law Enforcement Counter Terrorism Tactical Operations N.LasVegas PD has an immediate requirement for a man portable remote operated vehicle to conduct surveillance in potential terrorist incidents in the LVUA The ROV will include the capability of remote CBRNE monitoring equipment CBRNE Detection&Decontamination LVMPD ARMOR maintains the Operational CBRNE Detection&decontamination capacity in the LVUA This project will sustain existing detection resources throughout the performance period Hazardous Materials Response Las Vegas Fire Rescue has the only HazMat Team in S.NV This project will enhance HazMat Response in the LVUA to include response for major ground and rail transportation routes industrial plants&chemical manufacturing facilities Urban Search&Rescue Las Vegas Fire Rescue has the sole Technical Rescue Team in Southern Nevada This project will enhance the technical rescue capacity in the LVUA

to include multiple high rise hotel structures collapsed structure rescue swift water&confined space rescue incidents

Target Capability 1: CBRNE Detection
Target Capability 2: Counter-Terror Investigation and Law Enforcement
Target Capability 3: Search and Rescue (Land-Based)
Target Capability 4: WMD and Hazardous Materials Response and Decontamination

III. Project Management - Investment #6

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$1,200,698
Secondary:	No Secondary Source	

* **IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $542,700

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
CBRNE Detection	$137,700	11.47%
Counter-Terror Investigation and Law Enforcement	$405,000	33.73%
Search and Rescue (Land-Based)	$142,998	11.91%
WMD and Hazardous Materials Response and Decontamination	$515,000	42.89%
Total	**$1,200,698**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning		
Organization		
Equipment	$1,129,298	94.1%
Training	$71,400	5.9%
Exercises		
Total	**$1,200,698**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	North Las Vegas PD	Tactical Surveillance Robot	Execution	01/2012	06/2013	$85,000
2	Henderson PD	CBRNE Bearcat	Execution	01/2012	06/2013	$320,000
3	Las Vegas Metro PD	ARMOR	Execution	01/2012	06/2013	$137,700
4	Las Vegas Fire Rescue	Hazardous Material Team	Planning	01/2012	06/2013	$515,000
5	Las Vegas Fire Rescue	Technical Rescue Team	Planning	01/2012	06/2013	$142,998

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

The overall goal of this investment is to continue the enhancement of Nevada's Public Safety Agencies' preparedness for terrorism. Improvements for the FY11 cycle focus on enhancing equipment utilized for response capacity.

The objectives of this investment include:
- Enhance Law Enforcement Operations
- Strengthen CBRNE prevention, deterrence and response capabilities.
- Increase regional collaboration for terrorist incident response.
- Expand WMD/Hazardous Materials Response
- Improve Technical rescue capabilities.

The investment will continue to focus on developing the capacity for Public Safety Agencies in the Urban Area to support a large scale event; multiple location smaller events; and the ability to support CBRNE incidents in the neighboring jurisdictions with response capacity while simultaneously maintaining operational capacity in the Urban Area. Progress on all objectives will continue through the collaborative effort demonstrated under previous HSGP cycles in the LVUA. Specific enhancements will close capability gaps and assist in building on the existing regional response capacity for future enhancements.

This investment directly supports National Priorities, State and Urban Area Homeland Security Strategies and the priorities of the Nevada Commission on Homeland Security. Continued support for this ongoing investment is crucial to developing the capacity required to respond to potential terrorist incidents in Southern Nevada.

National Priority 1: Expand Regional Collaboration
National Priority 2: Strengthen CBRNE Detection, Response, & Decontamination Capabilities

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve $2,200,000 in Community Development Block Grant (CDBG) Construction funds for the Sidewalk Infill Project to construct sidewalks with ADA ramps, curbs and gutters in CDBG-eligible census tracts – Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,200,000
Funding Source: CDBG
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
The Sidewalk Infill Project will increase safety and improve residents' overall quality of life by repairing and replacing broken/damaged sidewalks and installing new sidewalks with ADA ramps, curbs and gutters where there are currently none. The Project will encompass two separate areas referred to as Areas 1 and 6. Area 1, located in Ward 3, is bound by Charleston Boulevard to the south, Interstate 515 to the north, Las Vegas Boulevard to the west, and Bruce Street to the east. Area 6, located in Ward 5, is bound by Bonanza Road to the south, Owens Avenue to the north, Martin Luther King Boulevard to the west, and Interstate 15 to the east.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation of CDBG funding for the Sidewalk Infill construction costs and authorize the Directors of Economic and Urban Development and Public Works Departments to sign the Memorandum of Understanding after approval by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 21, 2011
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
ITEM DESCRIPTION: For possible action to approve $2,200,000 in Community Development Block Grant (CDBG) Construction funds for the Sidewalk Infill Project to construct sidewalks with ADA ramps, curbs and gutters in CDBG-eligible census tracts – Wards 3 and 5 (Coffin and Barlow)

The Project will encompass two separate mature areas referred to as Areas 1 and 6.

Area 1, located in Ward 3, is bound by Charleston Boulevard to the south, Interstate 515 to the north, Las Vegas Boulevard to the west, and Bruce Street to the east.

Area 6, located in Ward 5, is bound by Bonanza Road to the south, Owens Avenue to the north, Martin Luther King Boulevard to the west, and Interstate 15 to the east.

Both areas meet the criteria of CDBG-eligible areas because 51% or more of the residents are low- to moderate-income persons, earning less than 80% of the area median income (AMI).

Of the CDBG eligible areas, those selected had both the overall lowest income and the greatest need.

This is the first year of a multiple-year program which will be expanded to include other qualfying areas and Wards.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve receiving an allocation of the Fiscal Year 2011 Home Investment Partnerships Program (HOME) Funds in the amount of $414,828 through an agreement with the State of Nevada Department of Business and Industry Housing Division (NHD) for the future development of affordable housing – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $414,828 (Revenue)
Funding Source: State HOME
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
The City of Las Vegas share of NHD HOME funding is $414,828. This funding will be used for qualified HOME projects or activities. No project may commit and/or expend any funds prior to entering into a written agreement and compliance with NRS 319 and NAC 319.

RECOMMENDATION:
Staff recommends that the City Council approve entering into the State Agreement for HOME funding from NHD and authorize the Mayor to execute any and all related Agreements and documents required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
2011 Agreement to Use Home Investment Partnerships Program (HOME) Funds by the City of Las Vegas

2011 AGREEMENT TO USE HOME INVESTMENT PARTNERSHIPS PROGRAM
("HOME")
FUNDS BY THE CITY OF LAS VEGAS

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the State of Nevada, acting by and through its Housing Division of the Department of Business and Industry ("NHD"), and the City of Las Vegas, a municipal corporation within the State of Nevada.

RECITALS

WHEREAS, NHD has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for participation in the Home Investment Partnerships Program, hereinafter referred to as the "HOME Program," CFDA #14.239 under 24 CFR Part 92 as amended; and

WHEREAS, NHD, as the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, NHD desires to assist the City of Las Vegas by providing HOME Program funds to assist with qualified projects under HOME rules, statutes, and regulations.

WHEREAS, NHD desires to assist the City of Las Vegas by providing HOME Program funds to assist with qualified projects under HOME rules, statutes, and regulations.

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between NHD and the City of Las Vegas that HOME Funds be conveyed to the City of Las Vegas by NHD, subject to the following conditions and limitations:

I. Scope of Services.

A. NHD has determined that the City of Las Vegas is eligible to receive FY 2011 HOME Program funds in the amount of $414,828.00.

B. NHD will provide the City of Las Vegas, $414,828.00 in HOME Program Funds.

C. The City of Las Vegas agrees that any program costs, unless otherwise specified, exceeding the $414,828.00 in HOME Program funds provided by NHD pursuant to this Agreement, will be the responsibility of the City of Las Vegas. Any ongoing project costs such as maintenance and operations shall be the sole responsibility of the City of Las Vegas.

D. The City of Las Vegas agrees to expend the total allotment on project-specific

activities, to the exclusion of administrative or CHDO operating expenses. The City of Las Vegas agrees that the cost of the administration of projects funded under this allotment will be borne by the City of Las Vegas.

E. Before disbursing HOME funds to any recipient, the City of Las Vegas agrees to enter into a written agreement with qualified recipients requiring compliance with the rules set forth in 24 CFR Part 92.

F. The City of Las Vegas agrees to commit (and expend) no less than $150,000.00 of the agreed upon allotment to Community Housing Development Organization (CHDO) activities, and designate this expenditure as the CHDO set-aside for the State of Nevada.

G. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize HOME Program funding.

II. Division General Conditions. The City of Las Vegas agrees to abide by all conditions fully set forth below.

A. The City of Las Vegas has requested the financial support of NHD that is provided for in this Agreement in order to enable the City of Las Vegas to provide affordable housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, the City of Las Vegas shall be an independent contractor only.

B. The City of Las Vegas shall obtain, or require any subgrantee to obtain, any and all federal, state, and local permits and licenses required to execute any individual Project as described in this Agreement's Scope of Services. The City of Las Vegas further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. The City of Las Vegas shall submit to NHD, draw requests for projects and allow the Division a maximum of seven days to process the draw. The City of Las Vegas will close projects in a timely manner.

D. The City of Las Vegas will provide NHD with client usage records per project on an annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;

2. Racial breakdown of clients served including American Indian/Alaskan Native, Asian, Black/African American, Native Hawaiian/Pacific Islander, and White;

3. Number of clients served who are of Hispanic or Latino Ethnicity.

4. Number and percentage of low- and very low- income clients as defined by HUD HOME Program Income Guidelines;

5. Number of disabled clients served;

6. Number of senior citizens served;

7. Number of female head-of-households served;

8. Name of each head of household served;

9. Number of persons in each household served; and

10. Rent charged each household served.

E. The City of Las Vegas will not use any portion of the allocated HOME funds for other than HOME qualified projects, as defined in the HOME program regulations (24 CFR 92). Any recipient or subgrantee must meet HOME Program requirements and serve eligible low-income residents.

F. If the qualified projects or activities, or any portion thereof, are converted to non-qualified HOME projects or activities without the prior written approval of NHD, the City of Las Vegas shall, upon the request of NHD, repay to NHD, without interest, the amount of HOME Program funds expended on the non-qualified project. The City of Las Vegas shall require reasonable assurances of security for terms of affordability and repayments in the form of a recorded deed of trust for such property, pursuant to 24 CFR 92.252 and 92.254, and which the City of Las Vegas shall cause to be executed as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be treated in accordance with 24 CFR Part 92.503.

G. The City of Las Vegas may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

H. The City of Las Vegas shall carry, or require any subgrantee to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

I. The City of Las Vegas shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits, and on-site monitoring of projects as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;

2. Whether the program is being conducted in an efficient and effective manner;

3. Whether management control systems and internal procedures have been established to meet the objectives of the program;

4. Whether the financial operations of the program are being conducted properly;

5. Whether the periodic reports to NHD contain accurate and reliable information; and

6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by NHD to Projects shall be announced to the City of Las Vegas in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such request is made, shall be granted, access to the records of the City of Las Vegas that relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

J. At any time during normal business hours, the City of Las Vegas' records with respect to the Program shall be made available for audit, examination, and review by NHD, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subject to NRS Chapter 41and 354, the City of Las Vegas will protect, defend, indemnify, and save and hold harmless NHD from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of the City of Las Vegas or its agents pursuant to this Agreement.

L. The City of Las Vegas will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify NHD of any legal action which is filed by or against it.

M. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to the City of Las Vegas under this agreement must be committed by the City of Las Vegas to specific Projects in HUD's Integrated Disbursement Information System (IDIS) prior to May 31, 2013 used prior to May 31, 2014.

N. In the event that the City of Las Vegas and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion for other projects/programs operated under NHD's HOME Program.

O. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic

opportunity that would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may participate as an agent of the City of Las Vegas in the negotiation or execution of any contract between the City of Las Vegas and any private business in which he or she has a financial interest.

R. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

S. The City of Las Vegas, and any subgrantee, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

T. The City of Las Vegas, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, NHD, or any combination thereof.

U. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended HOME Program funds received by the City of Las Vegas pursuant to this Agreement, or any part thereof.

III. Federal General Conditions.

A. The City of Las Vegas shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Dev. Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135.

8. Executive Order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. Section 202(a) of the Flood Disaster Protection Act of 1973.

14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.

15. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

16. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

17. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the City of Las Vegas from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the City of Las Vegas, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the City of Las Vegas shall:

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference

in employment to persons on the basis of religion; and

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

19. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

B. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. The City of Las Vegas shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program funds, except that the City of Las Vegas will not assume NHD's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359, but shall assist in the completion of required Environmental Reviews.

F. The City of Las Vegas shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

G. The City of Las Vegas shall maintain records in accordance with 24 CFR 92.508.

H. The City of Las Vegas shall comply with the requirements of Executive Order 11625, 12432, and 12138 that provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. The City of Las Vegas shall provide NHD, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;

2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and

3. Data on attempts to affirmatively further fair housing.

NHD, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders.

I. Program income shall be treated in accordance with 24 CFR Part 92.503. City of Las Vegas will be allowed to keep any program income received using state HOME funds.

J. Any material breach of the terms of this section may, in the discretion of NHD, result in forfeiture of all HOME Program funds received by the City of Las Vegas pursuant to this Agreement, or any part thereof.

K. Upon the expiration or revocation of this Agreement, the City of Las Vegas shall transfer to NHD any HOME Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME Program funds, unless waived in writing by NHD.

L. For each qualified project receiving funds pursuant to this agreement, the City of Las Vegas shall establish a term of affordability. The City of Las Vegas agrees to establish this term of affordability for the qualified projects in accordance with HOME Program regulations, Section 92.252, and Section 92.254, if applicable. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be returned to be reinvested in other affordable housing units.

M. The City of Las Vegas agrees to maintain, and shall require subgrantees to maintain, the qualified Projects funded pursuant to this agreement in accordance with Housing Quality Standards established by HUD for the Section 8 Program, and, if applicable, local housing code requirements for the duration of this Agreement.

N. The City of Las Vegas agrees, and shall require subgrantees to agree, to undertake an affirmative marketing program in conformance with 24 CFR 92.351(b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program) and as described in the State of Nevada Program Description.

O. The City of Las Vegas agrees that the duration of this Agreement is the longest Period of Affordability used in any project receiving funds pursuant to this agreement, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254.

P. The City of Las Vegas agrees that, for the duration of this Agreement or the Period of Affordability applicable to the project receiving funds pursuant to this agreement, whichever is longer, each project or activity will be operated in compliance with Home Program requirements, specifically those contained in 24 CFR 92.250-92.258, Subpart F.

Q. In conjunction with the acquisition and/or rehabilitation of any qualified project, the City of Las Vegas agrees, and shall require any subgrantee to agree, to minimize displacement or dislocation of current tenants by honoring all leases in force at the time this Agreement is executed, by referring eligible dislocated tenants to the local Housing Authority for assistance, and by

assisting with their relocation per 24 CFR 92.353.

R. Should any tenants be displaced as a result of acquisition or rehabilitation of any qualified project, the City of Las Vegas agrees to assume, or delegate to any subgrantee, the sole financial responsibility for any liability associated with 49 CFR Part 24.

S. All leases with tenants living in HOME-assisted units shall be made for not less than one year, unless a shorter term is mutually agreed upon between the City of Las Vegas and tenant. All such leases must comply with the requirements set forth in 24 CFR 92.253.

T. The City of Las Vegas agrees, and shall require subgrantee to agree, to use qualified housing inspectors to perform an initial housing quality inspection of any qualified project prior to occupancy by HOME Program tenants, or with the replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when applicable.

U. The City of Las Vegas agrees, and shall require any subgrantee, to re-certify project tenant's, if applicable, HOME Program eligibility at least annually as required by HUD regulations.

V. The City of Las Vegas agrees, and shall require any subgrantee, to agree, that maximum rents charged shall not exceed those calculated by HUD per HOME Program regulations, and that the City of Las Vegas will supply tenants with written notice at least 45 days before implementing any rent increase.

IV. Financial Management.

A. The City of Las Vegas agrees, and shall require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachments "A" through "O" excepting Section F.2(H) of OMB Circular A-110 which has been superseded by OMB Circular A-133; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

B. The City of Las Vegas agrees, and shall require any subgrantee to agree, that all costs of any project receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to NHD.

C. The City of Las Vegas agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the project will be provided upon request to NHD.

D. The City of Las Vegas agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the City

requests HOME funds. As required by 92.504(c)(1)(vii).

E. The City of Las Vegas shall comply with the Single Audit Act and Circular A-133 and shall provide NHD with a copy of the complete audit report.

V. Modification or Revocation of Agreement.

A. NHD and the City of Las Vegas will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal statutes or regulations.

B. In the event that any of the HOME Program funds for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement.

C. In accordance with 24 CFR 85.43, NHD may suspend or terminate this agreement if the City of Las Vegas fails to comply with any of its terms.

D. This agreement may be terminated at the convenience of NHD in accordance with 24 CFR 85.44.

E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

Remainder of page intentionally left blank

VI. Certification. The City of Las Vegas certifies that it will not contract services of any debarred, suspended or ineligible contractors or allow any of its members to contract services of any debarred, suspended or ineligible contractors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2011.

CITY OF LAS VEGAS

_____

Carolyn G. Goodman Date
Mayor

State of Nevada)
) ss
County of Clark)

On this _____ day of _____, 2011, before me, a Notary Public, personally appeared Carolyn G. Goodman, who did say that she is the Mayor of the City of Las Vegas named in the foregoing instrument, and acknowledged that he executed the same.

_____

Notary Public

NEVADA HOUSING DIVISION

_____

Charles L. Horsey, III Date
Administrator

State of Nevada)
) ss
County of Clark)

On this _____ day of _____, 2011, before me, a Notary Public, personally appeared Charles L. Horsey, III, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

_____

Notary Public

ATTEST:

_____

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM ONLY

Robert S. Sylvain 11-21-11

Robert S. Sylvain, Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve receiving a total allocation of the Fiscal Year 2012 Low-Income Housing Trust Funds (LIHTF) in the amount of $545,350 through an Amended and Restated Agreement with the State of Nevada Department of Business and Industry Housing Division (NHD) for the future development of affordable housing – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $545,350 (Revenue)
Funding Source: State LIHTF
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
NHD has received its Low-Income Housing Trust Fund budget from the state, and the City of Las Vegas share is $545,350. On April 6, 2011, City Council approved the receipt of a partial allocation in the amount of $236,682 in LIHTF funds. The full funding allocation was delayed by NHD until after the State budget cuts. This funding will be used for qualified HOME projects or activities. No project may commit and/or expend any funds prior to entering into a written agreement and compliance with NRS 319 and NAC 319.

RECOMMENDATION:
Staff recommends that the City Council approve entering into the State Agreement for LIHTF funding from NHD and authorize the Mayor to execute any and all related Agreements and documents required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Amended and Restated 2012 Agreement to Use the Account for Low-Income Housing (Trust Fund) Funds by Las Vegas

AMENDED AND RESTATED 2012 AGREEMENT TO USE THE ACCOUNT FOR LOW-INCOME HOUSING (TRUST FUND)
FUNDS BY LAS VEGAS

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, hereinafter called "NHD", is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund"; and

WHEREAS, NHD, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, City of Las Vegas, hereinafter called "Las Vegas", is a political subdivision of the State of Nevada; and

WHEREAS, NHD desires to assist Las Vegas by providing Trust Funds to assist with qualified projects under NRS Chapter 319, and NAC 319; and

NOW, THEREFORE, in consideration of the foregoing premises, that the use of Trust Funds be conveyed to Las Vegas by NHD, subject to the following conditions and limitations:

I. Scope of Services

A. NHD will provide funds not to exceed the total of $545,350.00 in Trust Funds to Las Vegas to assist with qualified Trust Fund projects or activities hereinafter referred to as "Projects."

B. Las Vegas agrees that any program costs, unless otherwise specified, exceeding the $545,350.00 in Trust Funds provided by NHD pursuant to this Agreement, will be the responsibility of Las Vegas. Any ongoing project costs, such as maintenance and operations, shall be the sole responsibility of Las Vegas.

C. Before disbursing Trust Funds to any recipient, Las Vegas agrees to enter into a written agreement with the recipient requiring compliance with the regulations set forth in NRS Chapter 319, and NAC 319. Fifteen percent of all program units must serve families at poverty level.

D. Changes in the Scope of Services as outlined herein must be in accordance with and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

II. NHD General Conditions

A. Las Vegas has requested the financial support of NHD that is provided for in this Agreement in order to enable Las Vegas to provide affordable housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, Las Vegas shall be an independent contractor only.

B. Las Vegas shall obtain, or require any subgrantee to obtain, any and all federal, state, and local permits and licenses required to execute any individual project as described in this Agreement's Scope of Services. Las Vegas further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Las Vegas will provide NHD with client usage records per project on an annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including Black, White, American Indian/Alaskan Native Asian and Native Hawaiian/Pacific Islander;
3. If Ethnicity is Hispanic or Latino or not Hispanic or Latino
4. Number and percentage of low- and very low-income clients.
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head of household served;
9. Number of persons in each household served; and
10. Rent charged each household served.

D. Las Vegas will not use any portion of the allocated Trust Funds for other than Trust Fund qualified projects, as defined in NRS 319, and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible low-income residents.

E. For each qualified project receiving funds pursuant to this agreement, Las Vegas shall establish the term of affordability as either the minimum established by the Nevada Administrative Code or the term of the loan, whichever is longer.

F. If the qualified projects or activities, or any portion thereof, are converted to non-qualified Trust Fund projects or activities without the prior written approval of NHD, Las Vegas shall, upon the request of NHD, repay to NHD, without interest, the amount of Trust Funds expended on the non-qualified project. Las Vegas shall require reasonable assurances of security for such repayments in the form of a recorded deed of trust for such property and Las Vegas shall require execution as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of Trust

Funds previously invested in the property be returned to Las Vegas to be reinvested in other affordable housing units.

G. Las Vegas, or any subgrantee, shall not allow assisted properties to be attached in any manner, including any liens or other encumbrances or any mortgages or other security interest during the Period of Affordability without the prior written consent of NHD.

H. Las Vegas may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

I. Las Vegas shall carry, or require any subgrantee to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

J. Las Vegas shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of projects as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly;
5. Whether the periodic reports to NHD contain accurate and reliable information; and
6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

K. Visits by NHD to Projects shall be announced to Las Vegas in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such a request is made, shall be granted, access to all of the records of Las Vegas which relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

L. At any time during normal business hours, Las Vegas records with respect to the program shall be made available for audit, examination and review by NHD, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

M. Subject to NRS Chapter 41, Las Vegas will protect, defend, indemnify, and save and hold harmless NHD from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Las Vegas or its agents pursuant to this

Agreement.

N. Las Vegas will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify NHD of any legal action which is filed by or against it.

O. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to Las Vegas under this Agreement must be committed by Las Vegas to specific projects prior to May 31, 2013 and used prior to June 30, 2015.

P. In the event that Las Vegas and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

Q. Las Vegas agrees that no officer or employee of Las Vegas may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

R. Las Vegas agrees that no officer or employee of Las Vegas may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

S. Las Vegas agrees that no officer or employee of Las Vegas may participate as an agent of Las Vegas in the negotiation or execution of any contract between Las Vegas and any private business in which he or she has a financial interest.

T. Las Vegas agrees that no officer or employee of Las Vegas may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

U. Las Vegas, and any subgrantee, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City ordinance or state or federal statute.

V. Las Vegas, and any subgrantee, shall be bound by all City ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Trust Fund Program or are required by HUD, NHD, or any combination thereof.

W. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by Las Vegas pursuant to this Agreement, or any part thereof.

X. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

Y. Upon the expiration or revocation of this Agreement, Las Vegas shall transfer to NHD any Trust Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Trust Funds, unless waived in writing by NHD.

III. Financial Management

A. Las Vegas agrees, and shall require any subgrantee to agree, that all costs of any project receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to NHD.

B. Las Vegas agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the project will be provided upon request to NHD.

C. Las Vegas agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

D. Las Vegas shall comply with the Single Audit Act and Circular A-133 and shall provide NHD with a copy of the complete audit report. When complying with the Single audit Act and Circular A-133, the audit must include funds that were disbursed from the Account For Low-Income Housing (Trust Fund) and require all recipients who must comply with the Single Audit Act to include Trust Funds.

IV. Modification or Revocation of Agreement

A. NHD and Las Vegas will amend or otherwise revise this Agreement should such modification be required by NRS Chapter 319 or NAC 319.

B In the event that any of the Trust Fund Program funds for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement.

C. NHD may suspend or terminate this Agreement if Las Vegas fails to comply with any of its terms.

D. This Agreement may be terminated at the convenience of NHD.

E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2011.

CITY OF LAS VEGAS

_____
Carolyn G. Goodman
Mayor

Attest:

_____
Beverly K. Bridges, MMC, City Clerk

State of Nevada)
County of Clark)

On this _____ day of _____, 2011, before me, a Notary Public, personally appeared Carolyn G. Goodman, who did say that she is the Mayor of the City of Las Vegas , named in the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

APPROVED AS TO FORM ONLY

By: /Robert S. Crowe 11-22-11
City Attorney /Bosek

NEVADA HOUSING DIVISION

_____
Charles L. Horsey, III
Administrator

State of Nevada)
Carson City)

On this _____ day of _____, 2011, before me, a Notary Public, personally appeared Charles L. Horsey, III, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

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

Amount: $28,635,947.24
Funding Source: All Funds
Dept./Division: Finance Department

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 Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 11/16/11 - 11/30/11

City of Las Vegas

Summary of Cash Expenditures

For period of 11/16/11 to 11/30/11

Total Services & Materials Checks :	**$10,398,254.35**
Total Services & Materials EFT Payments :	**$7,053,276.88**
Total Wire Transfers:	**$5,117,503.04**
Total Payroll Checks:	**$6,066,912.97**
Grand Total:	**$28,635,947.24**

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.

C Falder.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On December 21, 2011 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Modification No. 1 to Agreement No. 100047-LD, Supervisory Control and Data Acquisition Integration Services (SCADA) for the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: WUNDERLICH-MALEC ENGINEERING, INC. (Not-to-Exceed $860,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

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

Amount: $860,000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
On January 20, 2010 City Council approved Agreement No. 100047-LD for SCADA plant design support and training. This funding increase supports design and SCADA integration for new and ongoing Public Works Environmental Division construction projects such as odor control, reduced loading and infrastructure replacement. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Boyce
POC: Jason Moore - (702) 302-3722

RECOMMENDATION:
That City Council approve Modification No. 1 to Agreement No. 100047-LD, Supervisory Control and Data Acquisition Integration Services (SCADA) for the Water Pollution Control Facility to Wunderlich-Malec Engineering, Inc. in the not-to-exceed amount of $860,000, bringing the Agreement total to $3,360,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Agreement No. 100047-TB

TASK ORDER AGREEMENT
SUPERVISORY CONTROL & DATA ACQUISITION (SCADA)
WATER POLLUTION CONTROL FACILITY (WPCF)

THIS MODIFICATION No. 1 is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Wunderlich-Malec Engineering, Inc. (hereinafter the "Company") having its principal office located at 5501 Feltl Road, Minnetonka, MN 55343.

The purpose of this modification is to add Contract Value of Three Million Three Hundred Sixty Thousand Dollars ($3,360,000), which increases the original Contract funding by Eight Hundred Sixty Thousand Dollars ($860,000) and to further clarify the procedure for issuing task orders.

The Contract between the City and the Company dated January 20, 2010 is hereby modified as follows:

1. B-2 Contract Type

DELETE: B-2 Contract Type in its entirety

INSERT:

B-2 Contract Type and Value

This Contract provides for the issuance of Task Orders for Control System Integration and Support Services. Each Task Order issued will provide for payment of Labor Hours worked and if necessary, travel expenses incurred at a Firm Fixed Price per Labor Hour pursuant to Paragraph B-3 "Prices/Costs".

The aggregate amount of the Task Orders issued by City under this Contract shall not exceed the amount of Three Million Three Hundred Sixty Thousand Dollars ($3,360,000). The City is not obligated to issue any Task Order nor is the Company entitled to any claim for compensation per paragraph B-3 "Price/Costs," until a Task Order is issued by the City.

This is a Non-Exclusive Contract.

2. B-3 Prices/Costs

Delete: B-3 (b) in its entirety

INSERT:

(b) Individual task orders will be issued by the City's Project Manager on an as needed basis and billed at the hourly rates shown above in accordance with the procedure as set forth in "D-7 Task Orders".

The Fixed Price Labor Rates are firm until January 20, 2012. Thirty (30) days prior to the expiration of the Contract period, the Company may submit a proposal to the City to revise the rates. In the event of an increase, the Company must provide the City with a written request and suitable justification before the price increase would become effective. Any increase shall not exceed three percent (3%) annually.

3. D-7 Task Orders

INSERT:

D-7 Task Orders

Each Task Order will be issued through the following procedure:

(a) **Service Proposal** – The City will request a proposal for a specific Task Order and will provide the following information pertinent to the task:

(i) Proposal instructions

(ii) A statement of work

(iii) A description of expected deliverables

(iv) A completion date

(V) Other special terms and conditions

The Company will respond with a proposal based on the labor rates defined in B-3 "Prices/Costs" and in the format provided in Attachment 2 "Task Order Procedures". . The proposal will be subject to negotiation.

(b) **Task Order Required Information** – The City will evaluate each Task Order proposal. The City is under no obligation to award a Task Order. Each Task Order issued by the City will contain the following information and will be funded through a corresponding purchase order:

(i) Order date

(ii) Contract number and task order number

(iii) Purchase Order Number

(iii) Statement of Work and Deliverables

(iv) Period of performance, place of performance and delivery schedule

(v) A Not to Exceed Amount

(c) **Authorization for work to begin** – After the Task Order has completed the four steps as outlined in Attachment No. 2 "Task Order Procedures" a purchase order will be issued to authorize work to begin on an approved Task Order.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 12/1/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

WUNDERLICH-MALEC ENGINEERING, INC

NEAL K. WUNDERLICH, President

"Company"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Modification No. 6 to Contract No. 070370-DK, Environmental Management Consulting Services in connection with the Symphony Park construction activities, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. Award recommended to: KLEINFELDER WEST, INC. ($100,000 - General Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $100,000
Funding Source: General CPF
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:

On June 22, 2007 Contract No. 070370-DK was awarded to Kleinfelder West, Inc. for environmental management consulting services to assist in the identification, assessment and remediation of properties located in the Symphony Park area. This modification adds $100,000 and extends the term through April 2013 to support continuing development projects in this area. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: Dave Salter - (702) 736-2936

RECOMMENDATION:

That City Council approve Modification No. 6 to Contract No. 070370-DK, Environmental Management Consulting Services to Kleinfelder West, Inc. in the amount of $100,000 for a total Contract amount of $620,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Modification No. 6 to Contract No. 070370-DK
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 6
ENVIRONMENTAL MANAGEMENT CONSULTING SERVICES

This MODIFICATION No. 6 is being entered into this _____ day of _____, 20___, by and between CITY PARKWAY V, INC. (hereinafter "CPV"), a non-profit corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and KLEINFELDER WEST INC. (hereinafter the "Company") having its principal office at 6380 South Polaris Ave., Las Vegas, Nevada 89118.

The Contract between the City and the Company dated June 22, 2007, as subsequently modified, is hereby modified as follows:

1. B-4 Performance Period / Delivery Schedule. Extend the Contract performance period.

In accordance with Contract terms, the parties mutually agree to extend the performance period of this Contract through April 30, 2013.

2. B-3 Prices / Costs

DELETE:
This Contract provides for payment of services performed by the Company at fixed labor rates and for fixed laboratory and analytical fees, with payments limited to a not-to-exceed amount of Five Hundred Twenty Thousand Dollars ($520,000.00).

REPLACE WITH:
This Contract provides for payment of services performed by the Company at fixed labor rates and for fixed laboratory and analytical fees, with payments limited to a not-to-exceed amount of Six Hundred Twenty Thousand Dollars ($620,000.00).

DELETE:

(a) Labor Rates. CP V will pay the Company for services performed at the following labor rates which include all direct costs, overhead burdens and profit:

CEM (Senior Professional)	$127.00
Project Professional	$106.56
Staff Professional II	$ 85.13
Staff Professional I/Professional	$ 76.00
Technician	$ 63.75
Administrative	$ 52.17

REPLACE WITH:

(a) Labor Rates. CPV will pay the Company for services performed at the following labor rates which include all direct costs, overhead burdens and profit:

CEM (Senior Professional)	$131.00
Project Professional	$110.00
Staff Professional II	$ 88.00
Staff Professional I/Professional	$ 78.00
Technician	$ 66.00
Administrative	$ 54.00

3. General

In the event of any conflict between the Contract, as previously modified and this modification, the provisions of Modification No. 6 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 6 to be executed by their duly authorized representatives.

CITY PARKWAY V, INC.

ELIZABETH N. FRETWELL, President

"CPV"

ATTEST:

SCOTT D. ADAMS, Secretary/Treasurer

APPROVED AS TO FORM:

John S. Ridilla 12/6/11
Date

John S. Ridilla
Deputy City Attorney

KLEINFELDER WEST INC.

STEVEN MYERS, Vice President

"Company"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
Name **KLEINFELDER**	**Environmental Management Consulting Services**
Address **6380 S. Polaris Ave., Las Vegas, NV 89118-3821**	
Telephone **702-736-2936**	
EIN or DUNS **19 477 9724**	**Contract # 070370-DK**

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.	PLEASE SEE ATTACHED SHEET		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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

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

Robert C. Cromwell
Name

4-28-09
Date

Subscribed and sworn to before me this 28th day of April, 2009

Dawn Gess
Notary Public

DAWN GESS
Notary Public - State of Nevada
Appointment Recorded in Clark County
No: 08-7532-1 - Expires August 5, 2012

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

FULL NAME/TITLE	TITLE	BUSINESS ADDRESS	BUSINESS PHONE
David O. Cook	Sr. Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Mark A. Loes	Sr. Client Manager	7802 Barton Lenexa, KS 66214	913-962-0909
William C. Gates	Sr. Principal Professional	14710 NE 87th St., #100 Redmond, WA 98052	425-636-7900
Louise M. D'Amico	Vice President -- Business Admin.	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Robert A. Martin	Regional Manager	2001 Arch-Airport Rd., #100 Stockton, CA 95206	209-948-1345
Michael M. Shiflett	Sr. Program Manager	6850 Manhattan Blvd., #300 Fort Worth, TX 76120	817-429-6692
Mark K. Paris	Sr. I.S. Manager	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Richard C. Wells	Vice President -- Corporate Business Development	313 Gallimore Dairy Road Greensboro, NC 27409-9724	336-668-0093
Michael F. Majchrzak	Vice President -- Project Management	4670 Willow Road, #100 Pleasanton, CA 94588	925-484-1700
Jeffrey R. Vinson	Area Manager II	313 Gallimore Dairy Road Greensboro, NC 27409-9724	336-668-0093
N. Fred Schafer	Vice President -- Corporate Business Development	4670 Willow Road, #100 Pleasanton, CA 94588	925-484-1700
Russell O. Carey	Chief Admin. Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Gerald J. Salontai	Retired Chief Executive Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Stephen S. Boll	Vice President – Corporate Business Development	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Michael P. Kesler	Marketing Manager	43174 Business Park Dr., #103 Temecula, CA 92590	951-506-1488
John S. Lohman	Regional Manager	1826 Kramer Lane, #M Austin, TX 78758	512-926-6650
Thomas C. Ries	Retired Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Donald L. Pomeroy	Division Manager	30 Porter Road Littleton, MA 01460	978-486-0060
Kevin E. Pottmeyer	Sr. Vice President	16017 N. Florida Ave., #104 Lutz, FL 33549	813-887-3900
John Moossazadeh	Division Manager	5015 Shoreham Place San Diego, CA 92122	858-320-2000
Russell E. Erbes	Sr. Vice President	10044 Granite Hills Drive Parker, CO 80134	303-840-4571
John A. Baker	Sr. Vice President – Project Management	3077 Fite Circle Sacramento, CA 95827	916-366-1701
Bartlett W. Patton	Sr. Vice President – Project Management	8 Pasteur, #190 Irvine, CA 92618	949-727-4466
William C. Siegel	Chief Executive Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of the Second Amendment to Agreement No. 100207-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: KLEINFELDER WEST, INC. ($150,000 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On June 22, 2010 City Council approved Agreement No. 100207-DC for full service material testing and special inspections on a project by project basis through the issuance of project task orders determined and approved by Public Works. This amendment will provide for additional funding for these services at Symphony Park. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: Pam Hoffman
POC: Dave Salter - (702) 736-2936

RECOMMENDATION:
That City Council approve the Second Amendment to Agreement No. 100207-DC, Blanket Services Agreement for Material Testing and Special Inspections to Kleinfelder West, Inc. in the amount of $150,000. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Second Amendment to Agreement No. 100207-DC
2. Certificate - Disclosure of Ownership/Principals

SECOND AMENDMENT

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Kleinfelder West, Inc., a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated June 22, 2010, (herein the "Agreement"), retaining the services of the Consultant for Material Testing and Special Inspection services more fully described therein in connection with various projects related to the City's Capital Improvement program (herein "Project") and,

WHEREAS, since entering into the Agreement, the City desires to modify the Agreement to add additional funds which will enable the Consultant to continue to provide material testing and special inspections services for various projects related to the City's Capital Improvement program.

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

1. REFERENCE: Exhibit "D" Fee Breakdown

   REVISE TO READ: The total compensation to be paid to the Consulant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses is hereby amended to increase the total compensation of the entire Agreement by $150,000.00 from $350,000.00 to $500,000.00. Increase to total compensation may only be authorized by written amendment to this Agreement.

LEFT BLANK INTENTIONALLY

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

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

CITY OF LAS VEGAS

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

Stanley Consultants Inc.

By: _____
Steven Myers, Vice President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 12/6/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity Kleinfelder West Inc.		**Block 2 Description**
6380 South Polaris Avenue		**Construction Materials Testing, Geotechnical and Environmental Services**
Address: **Las Vegas, Nevada 89118**		
Telephone **702-736-2936**		
EIN: **94-1532513**		**RFP# N/A**

Block 3 — *Type of Business*

☐ Individual ☐ Partnership ☐ Limited Liability Company X Corporation ☐ Trust
☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Joseph L. Aldern, Regional Manager	1220 Research Drive, Suite B., Redlands, CA 92374	909-793-2691
2.	Karen E. Arpino-Shaffer, Vice President Corporate Business Development	215 1st Street, Cambridge, MA 02142	617-497-7800
3.	Saiid Behboodi, Sr. Principal Professional	9200 SW Nimbus Ave., Suite A, Beaverton, OR 97008	503-644-9447
4.	Stephen S. Boll, Vice President Corporate Business Development	3077 Fite Circle Sacramento, CA 95827	916-366-1701
5.	Robert M. Brandon, Vice President Corporate Business Development	215 1st Street Cambridge, MA 02142	617-497-7800
6.	Jeffrey L. Cannon, Sr. Principal Professional	3077 Fite Circle Sacramento, CA 95827	916-366-1701
7.	Joel G. Carson, Division Manager	3730 S. 149th Street, Suite 107 Omaha, NE 68144	402-331-2260
8.	Louise D'Amico, Vice President Business Administration	3077 Fite Circle Sacramento, CA 95827	916-366-1701
9.	R. Jeffrey Dunn, Technical Discipline Leader	1970 Broadway, Suite 710 Oakland, CA 94612	510-628-9000
10.	Paul J. Fensterer, Segment Manager	8300 Jeffeson NE, Suite B Albuquerque, NM 87113	505-344-7373
11.	Derek P. Fisher, Regional Manager	3 AAA Drive, First Floor Hamilton, NJ 08691	609-584-5271
12.	William C.B. Gates, Sr. Principal Professional	14710 NE 87th Street, Suite 100 Redmond, WA 98052	425-636-7900
13.	John Moossazadeh, Sr. Vice President	5015 Shoreham Place San Diego, CA 92122	858-320-2000
14.	Russell E. Erbes, Chief Technical Officer	10044 Granite Hill Drive Parker, CO 80134	303-840-4571
15.	John A. Baker, Sr. Vice President	3077 Fite Circle Sacramento, CA 95827	916-366-1701
16.	William C. Siegel, President & CEO	5015 Shoreham Place San Diego, CA 92122	858-320-2000

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

17.	Bartlett W. Patton, Sr. Vice President	2 Ada, Suite 250 Irvine, CA 92618	949-727-4466
18.	Larry M. Peterson, Chief Marketing Officer	2315 S. Cobalt Point Way Meridian, ID 83642	208-893-9700
19.	Russell O. Carey, Chief Administrative Officer	5015 Shoreham Place San Diego, CA 92122	858-320-2000

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Steven M. Myers

Steven M. Myers, VP

March 29, 2010
Date

Subscribed and sworn to before me this 29 day of March, 2010

Elizabeth S. Hovanec

Elizabeth S. Hovanec, Notary Public

ELIZABETH S. HOVANEC
NOTARY PUBLIC - ARIZONA
PINAL COUNTY
My Comm. Exp.: May 23, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Modification No. 2 to Contract No. 100051-CW, Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services - Department of Information Technologies - Award recommended to: SELECTRON TECHNOLOGIES, INC. ($75,900 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $75,900
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
On June 2, 2010 City Council approved award of Contract No. 100051-CW to provide software licenses and development of an interactive voice response (IVR) solution for the Municipal Court and Development Services departments. This modification allows for upgrades to the server, adds a server for future implementations, adds user licenses and allows for services to assist the City in developing custom reports and future enhancements to allow acceptance of electronic checks.

PCC: C. White
POC: Lewis Gauge - (503) 597-3312

RECOMMENDATION:
That City Council approve award of Modification No. 2 to Contract No. 100051-CW, Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services to Selectron Technologies, Inc. in the amount of $75,900 bringing the total Contract amount to $532,750. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 2 to Contract No. 100051-CW

CONTRACT MODIFICATION No. 2

Contract for Interactive Voice Response and Interactive Web Response Software Licensing and Associated Services

THIS MODIFICATION No. 2 is being entered into this _____ day of _____, 201__, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and SELECTRON TECHNOLOGIES, INC. (hereinafter the "Company") having its principal office located at 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223.

The purpose of the Modification is to upgrade the Production and Test Server, add a Development Server with four (4) voice ports, move to native VoIP, add twenty eight (28) Test/Failover licenses to the Test Server and contract for Professional Services to help the City develop custom reports. This Modification revises Exhibit A and modifies the payment terms. The Modification also adds Exhibit B, Support and Maintenance date and value tracking document.

The Contract between the City and the Company dated June 18, 2010, and modified on January 5, 2011, is hereby modified as follows:

1. **B-3 Prices/Costs (a).** Update (a) Exhibit A to include additional scope.

DELETE: (a) in its entirety, including Exhibit A

REPLACE WITH:

(a) The City will pay the Company the amounts listed below, with details provided in Exhibit A (revised). The Company is not obligated to incur expenses and the City is not obligated to pay claims above these amounts, unless the Contract is modified upon mutual agreement by both parties.

Item No.	Description	Amount
SOFTWARE LICENSE(S) (AS FURTHER DESCRIBED IN EXHIBIT A):		
1	VoiceCourt (Interactive Voice Response solution)	$127,700
2	WebCourt (Interactive Web Response solution	$81,900
3	WebCourt Professional Services	$21,000
4	VoicePermits (Interactive Voice Response solution)	$140,150
5	WebPermits (Interactive Web Response solution)	$24,950
6	System Wide (Enterprise) Functionality	$126,250
	Total	$521,950
ADDITIONAL MODULES AND SERVICES (PRICING FOR ITEMS THAT MAY BE PURCHASED LATER)		
7	Second Year Annual Support & Maintenance (after warranty) as per Section B-3(b) of the original schedule.	$73,570
8	ProMonitor Services (Pro Active Monitoring of IVR environment)	$3,000
9	Optional – Correction Codes	$,3,000
10	Optional – Who's My Inspector Notification	$5,000

11	Optional – Same Day Scheduling – Add. Fees (Custom)	$5,250
12	Optional – Desktop Delivery Engine Optional – Licensing Tier 2 (15 Users)	$12,500 $7,500
13	Optional – VoicePermits – E-Check Processing Module *(Per Application)* Optional – WebPermits – E-Check Processing Module *(Per Application)*	$5,500 $5,500
14	Optional – Second Year Support and Maintenance for E-Check Processing Modules	$1,650

2. B-3 Prices/Costs (d). Modify payment terms.

DELETE: (d) in its entirety.

REPLACE WITH:

(d) The City will be invoiced, as per Paragraph B-5 (Invoices), upon commencement of the Contract for the Software license(s) and upon Company completion of the Tasks listed above. A progress payment will be allowed per Exhibit A, upon deposit of Source Code developed thus far, and receipt of diagrams and website drafts.

3. Section F – List of Attachments/Exhibits Update list of Attachments and Exhibits.

DELETE: Delete list in its entirety

REPLACE WITH:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Statement of Work, revised	11/2/2011	48
Attachment 2	Licensed Product Schedule		1
Attachment 3	Associated Services by Task		1
Attachment 4	Support and Maintenance Program		2
Exhibit A	Pricing Detail		5
Exhibit B	Support and Maintenance Date and Pricing Details		4

4. General. In the event of any conflict between the Contract and this modification, the provisions of Modification No.2 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 12-5-11
Deputy City Attorney Date

SELECTRON TECHNOLOGIES, INC.

TODD A. JOHNSTON, President, CEO

"Company"

Exhibit A
Revised November 30, 2011

***VoiceCourt*™ Interactive Voice Response Solution (16 Ports)**	**$71,900**

Included Functionality:

- Case or Citation Status
- Look-up by Case Number, Citation Number, History Number, Jail ID Number or Social Security Number
- Last Payment Date and Amount
- Payment History
- Ability to Plea, Disposition
- Warrant Options
- Fees and/or Fines Due & Date
- *VoiceCourt Reporting Module*

Payment Processing	
Credit Card Processing Module *(Per Application)*	**Included**
Speak Court Appearances/Appointments	**1,000**
Speak Schools Schedule/Reschedule/Cancel	**1,500**
CommunitySelect	
Basic Template *(Court: Includes basic department-specific tree & professional prompts)*	**1,000**
CTI Screen Pops	
Initial Setup	**20,000**
CTI Licensing *(8 Agents, 1 Queue) - May require additional components on your phone switch*	**6,300**
CTI Screen Pop Server *(HP DL 380 to be Provided by Selectron)*	**6,000**
Outbound Notifications *(ODS Eng. Req. See under Enterprise Optional)*	
Court Appearance Notification	**5,000**
Payment Reminder Notification	**5,000**
Warrant Notification	**5,000**
Class Reminder Notification	**5,000**
Investment for VoiceCourt	**$127,700**
***WebCourt*™ Interactive Web Response Base Solution**	**$20,500**

Web Pages to Display the Following Information

- Case or Citation Status
- Last Payment Date & Amount
- Look-up by Case Number, Citation Number, History Number, Jail ID Number or Social Security Number
- Payment History

Payment Processing *(Assumes Initial Setup Purchased with VoiceCourt)*	
Credit Card Processing Module *(Per Application)*	**Included**
Display Court Appearances/Appointments	**500**
Display Traffic Schools Appointments	**500**
Attorney Enter Pleas	**14,000**
Ability for Attorneys and/or bondsmen to pull cases	**8,500**
Give Attorney information to include contact info	**8,500**
Spanish Language for IWR	**10,500**
Basic Login for Attorney & Bondsman, Reset My Password, Change My Password	**18,900**

Post Bail	**Included**
Professional Services for Custom Reports	**$21,000**

Professional Services will be provided on a time and material basis at a rate of $175/hour in order to place City-provided rendered reports into the designated web-page location. The City has approved up to 120 hours of work. When the Professional Services reach 100 hours worked, the Company will coordinate a meeting to assess the work needed for completion and an agreement will be reached on how to proceed. If it is mutually determined that the City needs additional Professional Services for work relating to these Custom Reports an additional Contract Modification will be completed.

The reports include:

CMS_0036_DMV_Universal_DS.rpt
CMS_0006a_Defendant_Receipt_DC.rpt
CMS_0145_PaymentHistory_DS.rpt
CMS_0225_Class_Requirements_Schedule_ASED_DS.rpt

Investment for *WebCourt*	**$102,900**
***VoicePermits*™ Interactive Voice Response Base Solution (16 Port)**	**56,900**

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit Based Messaging
- *VoicePermits* Reporting Module
- Remote Access Software

Professional Voice Recording	
Street Names (3-6K)	**3,000**
Payment Processing	**Included**
Credit Card Processing Module *(Per Application)*	**5,500**
Inspection Prerequisite Logic	**3,000**
Correction Codes (Inspection Failure Codes) OPTIONAL	**3,000**
CommunitySelect	
Basic Template *(Building: : Includes basic department-specific tree & professional prompts*)	**1,000**
Subcontractor Registration (Custom)	**12,500**
Speak Inspector's Name Modification *(Custom)*	**1,750**
(Deleted Same Day Scheduling item -$5,250)	
Subcontractor Add to Company Grid (Custom)	**10,000**
Different Opt Out Phone Numbers (Custom)	**3,500**
Outbound Notifications *(ODS Eng. Req. See under Enterprise Optional)*	
Expiring Permits Notification	**5,000**
Permit Ready to Be Issued Notification	**5,000**
Residential Inspection Next Day Notification	**5,000**

Who's My Inspector Notification OPTIONAL	**5,000**
New Inspection Conditions (Includes Limit Inspections module)	**12,500**
Hansen Interface	**7,500**
Investment for VoicePermits	**$140,150**
***WebPermits™* Interactive Web Response Base Solution**	**$9,950**

Web Pages to Display the Following Information

- Permit Status
- Obtain Inspection Results & History
- Schedu e l spections
- Review Active Inspections
- Cancel Inspections

Payment Processing *(Assumes Initial Setup Purchased with VoicePermits)*	
Credit Card Processing Module *(Per Application)*	**5,500**
Shopping Cart Functionality(Web & IVR)	**9,500**
Investment for WebPermits	**$24,950**
System Wide (Enterprise)-Functionality	
Payment Gateway Integration *(Assumes Court & Building use the same gateway)*	**9,500**
T1 Cards *(Hardware only - 2)*	**10,000**
Professional Voice Recording	
Base System Call Flow & Prompts *(English)*	**2,500**
CommunitySelect	
Setup *(includes SmartDelivery)*	**7,500**
Spanish Language	
Initial Setup	**7,500**
Solution Design & Development	**Included**
Selectron Project Management	**Included**
On-Site Installation, Travel Expenses & Training	**Included**
12 Month Warranty on Selectron Technologies Provided Hardware & Software *(Begins Upon Completion of Acceptance)*	**Included**
System Documentation	**Included**
Pro Monitoring	
Engine & Setup	**5,000**
Test Server Setup & Configuration *(Hardware Not Included)*	**5,500**
Outbound Delivery Services Engine	**8,500**
T1 Card for Test Server *(Hardware only – 1 T1 Card)*	**5,000**
Rejected Submission Report (Custom)	**3,500**
Selectron Provided Server Production Server – DL380	**6,000**
Selectron Provided Test Server – DL380	**6,000**
Fax Server Integration	**7,500**

Selectron Provided Development Server – DL380	**6,000**
Restocking Fee for the two HP ML 350 Servers	**3,000**
Licensing for Four (4) VoIP Test IVR Voice Ports for the Development Server	**3,000**
Development Server Setup & Configuration (Hardware Not Included)	**5,500**
Licensing for Twenty Eight (28) VoIP Test/Failover IVR Voice Ports	**21,000**
Dialogic Host Media Processing (HMP) Integration Services	**7,500**
Dialogic Media Gateway equipped for T1	**(3,750)**
Investment for System Wide (Enterprise) Functionality	**$126,250**

Required Items Not Included in Selectron Technologies IVR Solutions

- Phone Lines & Network Services Required to Support the Installation
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation
- The *Payment Processing* Module Does Not Include Merchant Account Provider Costs or Associated Fees, Payment Gateway Costs or Fees
- CTI/Screen Pop will require additional components on the Nortel CS1000E telephone system. It must be running Release 4.5 software and must have a Signaling Server in place, which would be CLV's responsibility

Required Items Not Included in Selectron Technologies Web Solutions

- Network Services Required to Support the Installation
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation
- Microsoft Windows Server 2003 (or later), Running IIS 6 (or later) with .NET 2.0 with ASP .Net 2.0 Installed
- Remote Access to the ISS Server for Initial Development & Ongoing Support
- If purchasing the *Payment Processing* Module, a SSL Certificate Will Need to be Purchased & Installed By the Server Administrator
- Selectron Technologies *VoicePermits* Solution

Selectron product and service pricing & payment Information

PRICING PRESENTED IN THE QUOTE IS SET BASED UPON THE 12-MONTH WARRANTY PERIOD BEGINNING UPON FINAL ACCEPTANCE FOR EACH PHASE OF THE PROJECT. ADJUSTING THE START DATE OF THE INCLUDED 12-MONTH WARRANTY WILL RESULT IN AN ADJUSTMENT TO THE PRICING PROVIDED IN THIS QUOTE. PRICING DOES NOT INCLUDE ADDITIONAL APPLICATION INTEGRATION CHARGES THAT MAY BE REQUIRED AS PART OF THIS SOLUTION. THIS INCLUDES APPLICATION VENDOR API, USER, OR IMPLEMENTATION FEES, ADDITIONAL LICENSING FEES OR OTHER SURCHARGES DIRECTLY OR INDIRECTLY CHARGED BY OR REMITTED TO THE APPLICATION VENDOR.

Schedule

10%	Invoiced at time of execution of contract
15%	Invoiced as progress payment towards Court IVR/IWR invoiced December 2011 (payment dependent upon Source Code Escrow deposit, etc.)
5%	Invoiced at completion of on-site installation of Court IVR/IWR
15%	Invoiced as progress payment towards Permitting IVR/IWR invoiced December 2011 (payment dependent upon Source code Escrow deposit, etc.)
5%	Invoiced at completion of on-site installation of Permitting IVR/IWR
15%	Invoiced 60 days after on-site installation of Court IVR/IWR
15%	Invoiced 60 days after on-site installation of Permitting IVR/IWR

10% Invoiced upon final acceptance of Court IVR/IWR

10% Invoiced upon final acceptance of Permitting IVR/IWR

Initial Payment

Invoiced upon receipt of purchase order.

Subsequent Payments

Phased Implementation: When a phased implementation is mutually agreed to, the same payment terms will be applied to each phase.

Final Payment

Invoiced after Client has completed the Final Testing and Acceptance of the system.

Selectron Technologies will have resolved all issues found during testing.

Professional Services Payments

Services will be invoiced bi-weekly for actual hours spent on the custom reports. Client will be sent weekly status reports of time spent on the custom reports. Any disputes over the weekly status report needs to be addressed with the designated Selectron Project Manager within 10 days of receipt of the status report. This payment arrangement applies to the four custom reports identified for the WebCourt application only.

Attachment 1

Statement of Work

Revised December 21, 2010

EXHIBIT B
Revised November 30, 2011

Pricing

Effective Dates: 12-Month Support and Maintenance Services begin at the completion of acceptance of the Licensed Product. The first year Warranty is provided with the base solution, with payment being due 1-year from Final Acceptance.

Extended Maintenance Fee:

Item	Dates covered	Amount	Payment Due Date
First year	October 1, 2010 to September 30, 2011	Included + $3,000 ProMonitor	N/A
Second year	October 1, 2011 to September 30, 2012	$73,570 & $3,000 (ProMonitor)	September 15, 2011
Third year	October 1, 2012 to September 30, 2013	$77,250 & $3,000 (ProMonitor)	September 15, 2012
Fourth year	October 1, 2013 to September 30, 2014	$81,110 & $3,000 (ProMonitor)	September 15, 2013
Fifth year	October 1, 2014 to September 30, 2015	$85,165 & $3,000 (ProMonitor)	September 15, 2014
Sixth year	October 1, 2015 to September 30, 2016	$89,425 & $3,000 (ProMonitor)	September 15, 2015

Notes:

- For this purpose, the Company will assume a [to be filled in at time of contracting] Service Date on the currently scheduled System. Actual date is based on the on-site implementation and will be mutually determined with the City's Project Manager.
- The System Value for maintenance calculations is $490,450.
- Maintenance amounts do not include increases to reflect additional functionality purchased.
- Maintenance fees for future periods are not a guarantee that annual support agreements will be offered. The City will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

VoiceCourt™ Interactive Voice Response Solution (16 Ports)

Included Functionality:

- Case or Citation Status
- Last Payment Date and Amount
- Fees and/or Fines Due & Date
- Look-up by Case Number, Citation Number, History Number, Jail ID Number or Social Security Number.
- Payment History
- *VoiceCourt Reporting Module*

Payment Processing

Credit Card Processing Module *(Per Application)*

Speak Schedule Court Appearances/Appointments

Speak Traffic Schools Appointments

CommunitySelect

Basic Template *(Court: Includes basic department-specific tree & professional prompts)*

CTI Screen Pops

Initial Setup

CTI Licensing *(8 Agents, 1 Queue) - May require additional components on your phone switch*

CTI Screen Pop Server *(HP DL 380 to be Provided by Selectron)*

Outbound Notifications *(ODS Eng. Req. See under Enterprise Optional)*

Court Appearance Notification

Payment Reminder Notification

Warrant Notification

Class Reminder Notification

***WebCourt*™ Interactive Web Response Base Solution**

Web Pages to Display the Following Information

- Case or Citation Status
- Look-up by Case Number, Citation Number, History Number, Jail ID Number or Social Security Number.
- Last Payment Date & Amount
- Payment History

Payment Processing *(Assumes Initial Setup Purchased with VoiceCourt)*

Credit Card Processing Module *(Per Application)*

Display Court Appearances/Appointments

Display Traffic Schools Appointments

Attorney Enter Pleas

Ability for Attorneys and/or Bondsmen to pull cases

Give Attorney information to include contact info

Spanish Language for IWR

Post Bail

Basic Login for Attorney & Bondsman, Reset My Password, Change My Password

***VoicePermits*™ Interactive Voice Response Base Solution (16 Port)**

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit Based Messaging
- *VoicePermits* Reporting Module
- Remote Access Software

Professional Voice Recording

Street Names (3-6K)

Payment Processing

Credit Card Processing Module *(Per Application)*

Inspection Prerequisite Logic

Correction Codes (Inspection Failure Codes)

CommunitySelect

Basic Template *(Building: : Includes basic department-specific tree & professional prompts*)

Subcontractor Registration (Custom)

Speak Inspector's Name Modification *(Custom)*

Same Day Scheduling – Transfer Caller

Subcontractor Add to Company Grid (Custom)

Different Opt Out Phone Numbers (Custom)

Outbound Notifications *(ODS Eng. Req. See under Enterprise Optional)*

Expiring Permits Notification

Permit Ready to Be Issued Notification

Residential Inspection Next Day Notification

Who's My Inspector Notification

New Inspection Conditions (Includes Limit Inspections module)

Hansen Interface

***WebPermits*™ Interactive Web Response Base Solution**
Web Pages to Display the Following Information

- Permit Status
- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results & History
- Review Active Inspections

Payment Processing *(Assumes Initial Setup Purchased with VoicePermits)*

Credit Card Processing Module *(Per Application)*

Shopping Cart Functionality(Web & IVR)

System Wide (Enterprise)-Functionality

Payment Gateway Integration *(Assumes Court & Building use the same gateway)*

Professional Voice Recording

Base System Call Flow & Prompts *(English)*

CommunitySelect

Setup *(includes SmartDelivery)*

Spanish Language

Initial Setup

Pro Monitoring

Engine & Setup

Test Server Setup & Configuration *(Hardware Not Included)*

Outbound Delivery Services Engine

Rejected Submission Report (Custom)

Selectron Provided Server Production Server –DL 380

Selectron Provided Test Server – DI 380

Licensing for Four (4) VoIP Test IVR Voice Ports for the Development Server

Licensing for Twenty Eight (28) VoIP Test/Failover IVR Voice Ports

Selectron Provided Development Server – DI 380
Dialogic Media Gateway equipped for a T1

Fax Server Integration

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Group Email for all five contacts: _____

EXHIBIT B
Revised November 30, 2011

Pricing

Effective Dates: 12-Month Support and Maintenance Services begin at the completion of acceptance of the Licensed Product. The first year Warranty is provided with the base solution, with payment being due 1-year from Final Acceptance.

Extended Maintenance Fee:

Item	Dates covered	Amount	Payment Due Date
First year	October 1, 2010 to September 30, 2011	Included + $3,000 ProMonitor	N/A
Second year	October 1, 2011 to September 30, 2012	$73,570 & $3,000 (ProMonitor)	September 15, 2011
Third year	October 1, 2012 to September 30, 2013	$77,250 & $3,000 (ProMonitor)	September 15, 2012
Fourth year	October 1, 2013 to September 30, 2014	$81,110 & $3,000 (ProMonitor)	September 15, 2013
Fifth year	October 1, 2014 to September 30, 2015	$85,165 & $3,000 (ProMonitor)	September 15, 2014
Sixth year	October 1, 2015 to September 30, 2016	$89,425 & $3,000 (ProMonitor)	September 15, 2015

Notes:

- For this purpose, the Company will assume a [to be filled in at time of contracting] Service Date on the currently scheduled System. Actual date is based on the on-site implementation and will be mutually determined with the City's Project Manager.
- The System Value for maintenance calculations is $490,450.
- Maintenance amounts do not include increases to reflect additional functionality purchased.
- Maintenance fees for future periods are not a guarantee that annual support agreements will be offered. The City will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

VoiceCourt™ Interactive Voice Response Solution (16 Ports)

Included Functionality:

- Case or Citation Status
- Last Payment Date and Amount
- Fees and/or Fines Due & Date
- Look-up by Case Number, Citation Number, History Number, Jail ID Number or Social Security Number.
- Payment History
- *VoiceCourt Reporting Module*

Payment Processing

Credit Card Processing Module *(Per Application)*

Speak Schedule Court Appearances/Appointments

Speak Traffic Schools Appointments

CommunitySelect

Basic Template *(Court: Includes basic department-specific tree & professional prompts)*

CTI Screen Pops

Initial Setup

CTI Licensing *(8 Agents, 1 Queue) - May require additional components on your phone switch*

CTI Screen Pop Server *(HP DL 380 to be Provided by Selectron)*

Outbound Notifications *(ODS Eng. Req. See under Enterprise Optional)*

Court Appearance Notification

Payment Reminder Notification

Warrant Notification

Class Reminder Notification

***WebCourt*™ Interactive Web Response Base Solution**

Web Pages to Display the Following Information

- Case or Citation Status
- Last Payment Date & Amount
- Look-up by Case Number, Citation Number, History Number, Jail ID Number or Social Security Number.
- Payment History

Payment Processing *(Assumes Initial Setup Purchased with VoiceCourt)*

Credit Card Processing Module *(Per Application)*

Display Court Appearances/Appointments

Display Traffic Schools Appointments

Attorney Enter Pleas

Ability for Attorneys and/or Bondsmen to pull cases

Give Attorney information to include contact info

Spanish Language for IWR

Post Bail

Basic Login for Attorney & Bondsman, Reset My Password, Change My Password

***VoicePermits*™ Interactive Voice Response Base Solution (16 Port)**

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit Based Messaging
- *VoicePermits* Reporting Module
- Remote Access Software

Professional Voice Recording

Street Names (3-6K)

Payment Processing

Credit Card Processing Module *(Per Application)*

Inspection Prerequisite Logic

Correction Codes (Inspection Failure Codes)

CommunitySelect

Basic Template *(Building: : Includes basic department-specific tree & professional prompts)*

Subcontractor Registration (Custom)
Speak Inspector's Name Modification *(Custom)*

Same Day Scheduling – Transfer Caller

Subcontractor Add to Company Grid (Custom)

Different Opt Out Phone Numbers (Custom)

Outbound Notifications *(ODS Eng. Req. See under Enterprise Optional)*

Expiring Permits Notification

Permit Ready to Be Issued Notification

Residential Inspection Next Day Notification

Who's My Inspector Notification

New Inspection Conditions (Includes Limit Inspections module)

Hansen Interface

***WebPermits*™ Interactive Web Response Base Solution**
Web Pages to Display the Following Information

- Permit Status
- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results & History
- Review Active Inspections

Payment Processing *(Assumes Initial Setup Purchased with VoicePermits)*

Credit Card Processing Module *(Per Application)*

Shopping Cart Functionality(Web & IVR)

System Wide (Enterprise)-Functionality

Payment Gateway Integration *(Assumes Court & Building use the same gateway)*

Professional Voice Recording

Base System Call Flow & Prompts *(English)*

CommunitySelect

Setup *(includes SmartDelivery)*

Spanish Language

Initial Setup

Pro Monitoring

Engine & Setup

Test Server Setup & Configuration *(Hardware Not Included)*

Outbound Delivery Services Engine

Rejected Submission Report (Custom)

Selectron Provided Server Production Server –DL 380

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Licensing for Four (4) VoIP Test IVR Voice Ports for the Development Server

Licensing for Twenty Eight (28) VoIP Test/Failover IVR Voice Ports

Selectron Provided Development Server – DI 380
Dialogic Media Gateway equipped for a T1

Fax Server Integration

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Contact: _____ Email_____ Telephone: _____

Group Email for all five contacts: _____

CLV CONTRACT NO. 100051-cw

ATTACHMENT 1

Selectron TECHNOLOGIES, INC.

Microsoft GOLD CERTIFIED Partner

Statement of Work

VoicePermits™

WebPermits™

VoiceCourt™

WebCourt™

Outbound Delivery Services™

CommunitySelect

www.SelectronTechnologies.com

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Table 1 Revision History

Version #	Details	Date
1.0	Initial Release	5/13/2010
2.0	**Added Sections** 2.4.2.9 (Password Reset), 2.4.2.10 (Password Change), and 2.4.2.11 (Attourney & Bondsman Login - Suspended Accounts). **Revised Sections** 2.3.2.6 (Scheduled Court Appearances) and 2.3.2.7 (Scheduled Cases) under VoiceCourt, and sections 2.4.2.3 (Scheduled Court Appearances) and 2.4.2.4 (Scheduled Classes) under WebCourt **Removed Section** 2.1.2.9 (Same Day Scheduling - Additional Fees)	12/17/2010
2.1 (current)	**Revised Section** Appendix A (Hardware) with updated hardware specifications and VoIP licenses. This update supports the additional features from Contract Modification 2.	10/24/2011

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1.0 Overview

This Statement of Work (SOW) outlines the software, hardware, and implementation services included with the purchase of an interactive solution from Selectron Technologies. Additionally, this document describes the Customer's responsibilities in providing a suitable environment and facilitating a successful implementation of the Selectron Technologies' interactive solution.

2.0 Functionality

This section details the functionality of each application included in the implementation of this interactive solution. All functions and features are dependent upon required application[1] data availability. The interactive solution must be able to retrieve data from the application databases either through direct access or through an indirect interface provided by the Customer and/or database vendor. In addition, the interactive solution is required to post data back to the application databases. Normally, an indirect interface is provided to ensure system integrity for posted data.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon call flow, business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

2.1 VoicePermits

The VoicePermits application interacts with the Customer's permitting database to deliver information and services over the phone to callers.

2.1.1 Standard Feature Set

This section details the standard features included with the VoicePermits application.

2.1.1.1 Inspection Scheduling

VoicePermits allows callers to schedule, reschedule, and cancel inspections. Additionally, callers can leave messages for inspectors; messages are stored on the interactive solution's server for 90 days. Once the caller has scheduled, rescheduled, or cancelled an inspection, they will receive a confirmation number. To access scheduling functionality, callers must enter a valid permit number. When an inspection is scheduled against a permit on which the inspection's type has not previously been added, the inspection type will be added to the permit prior to scheduling.

2.1.1.2 Posting Inspection Results

Inspectors can use VoicePermits to post inspection results, hear messages left by the permit holder, and leave a message for the permit holder. To ensure security, inspectors must enter a PIN prior to recording results. The PIN can be determined by the Customer, but must be validated by the permitting database.

1. The terms "application databases" and "application systems" refer to all Customer databases that have been integrated with the interactive solution (e.g., permitting database, utility database, court database, etc.).

2.1.1.3 Obtain Inspection Results

Permit holders can call VoicePermits to listen to the results of their scheduled inspection and listen to any messages left by the inspector; messages are stored on the interactive solution's server for 90 days. To access inspection results, callers must enter a valid permit number.

2.1.1.4 PIN Access

Callers must enter a valid PIN to gain access to the system. VoicePermits relies on the Customer's permitting system to manage and verify PINs.

2.1.2 Additional Features

This section details the optional, add-on modules included with the VoicePermits application.

2.1.2.1 Correction Codes

When posting results for a failed inspection, the inspector can enter a correction code. Correction codes detail the specific reason for inspection failure. The description of the correction code is available to callers requesting inspection results.

The permitting database must allow the input of correction codes, as well as access to the field storing the codes, to allow full functionality of this module. The Customer is responsible for maintaining correction code data (section 3.1.21, **Maintain Correction Codes**).

2.1.2.2 Inspection Prerequisites

System administrators can configure VoicePermits to disallow inspections from being scheduled until other, associated inspections have been scheduled or approved. When callers attempt to schedule an inspection whose prerequisites have not been met, the system speaks back the specific unmet prerequisites. The Customer's business rules determine whether or not inspection prerequisites must be scheduled or approved prior to scheduling associated inspections.

2.1.2.3 Limit Inspections

When implemented, this module allows the jurisdiction to set a maximum number of scheduled inspections per day, per defined group. This module can be implemented to allow inspection limitation using one of two schemes: by inspection group (such as Electrical, Plumbing, etc.) or by a jurisdiction-defined custom group (limitations set by city, by inspection type, location, or other criteria desired by the Customer). The implemented grouping scheme is dependent upon jurisdiction requirements.

Inspection groups that have reached the daily maximum limit are not available for caller selection. When contractors arrive at the Customer's office for scheduling, staff members can use the included Inspection Calendar web page to view availability prior to scheduling inspections in the permitting system or by using VoicePermits.

VoicePermits regularly polls the permitting database (section 3.1.19, **Maintain Inspection Limitation**) to verify the number of scheduled inspections per group. The information is then updated to the VoicePermits server and is used to present callers with scheduling information and update the Administration Tool (section 4.2, **Software**) and the Inspection Calendar web page. If concurrent scheduling requests occur between polling attempts, the daily inspection count may be exceeded. The Customer may configure the polling schedule in the Administration Tool. However, Selectron Technologies recommends periodically polling the permitting database, rather than on-demand schedule verification, to minimize processor use.

2.1.2.4 Modify Inspection Conditions

Each inspection type is accompanied by a standard set of rules for allowing/disallowing inspection scheduling. Using the Administration Tool (section 4.2, **Software**), the Customer's staff can enable or disable each rule at the inspection type level. The specific rules to be implemented are mutually agreed upon by the Customer and Selectron at the onset of implementation.The same conditions logic applies to both VoicePermits and WebPermits.

2.1.2.5 Payment Processing: Credit Card

VoicePermits accepts credit card payments, allowing callers to pay inspection fees, project fees, and building application fees. The Customer's business rules determines whether the system can process over payments, partial payments, remainder amounts from previous partial payments, and payments for specific inspections when there are multiple outstanding inspection fees. Visa®, MasterCard®, and Discover® are all pre-configured credit card types within VoicePermits; credit card types not used by the Customer will be unavailable to the caller. Additionally, VoicePermits accepts Visa or MasterCard debit cards; payments using debit cards are processed as a credit transaction.

Once a payment has been processed, VoicePermits issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code.

Fee data must be available to VoicePermits to ensure functionality of this module.

VoicePermits provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's permitting system.

The following payment processing fees and services are not covered by purchase of the VoicePermits application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

2.1.2.6 Payment Processing: Shopping Cart

The Shopping Cart module allows callers to make a single payment for multiple fees. During the call, when a caller opts to make a payment on an item such as an inspection, the item and the associated cost is added to the caller's "shopping cart." Once the caller has selected all desired purchases, the caller indicates to VoicePermits that no additional purchases are desired and the caller wishes to make a payment. VoicePermits speaks the number of items in the caller's shopping cart, any applicable convenience fees, and the total amount to be paid. The caller may choose to make the payment or to clear the contents of the "shopping cart" and start over.

2.1.2.7 Inspection Type-based Transfer Numbers

When a caller requests a transfer to customer service from VoicePermits, the interactive solution determines the transfer extension based on the type of inspection with which the caller is currently working. If the caller is not working with an inspection, or if the transfer extension has not been defined for that inspection type, VoicePermits transfers the caller to a primary customer support number defined by the Customer.

Selectron implements VoicePermits using the associated transfer extensions provided by the Customer at the beginning of implementation. It is the Customer's responsibility to maintain the list of transfer extensions associated with inspection types. The Customer may add, modify, or delete extensions associated with inspection types using the Administration Tool (section 4.2, **Software**). No more than one transfer extension may be associated with an inspection type.

2.1.2.8 Professional Voice Recording

All system prompts (including call flow), correction code descriptions, and street names are professionally recorded prior to installation. Additionally, all outbound notification prompts are professionally recorded (section 2.5.1.1, **Outbound Notify**). The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.1.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section 3.1.8, **Record Prompts and Responses**.

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis (street names will be updated on a quarterly basis as described in section 3.1.7, **Add New Streets**).

2.1.2.9 SmartDelivery

SmartDelivery software enables VoicePermits to send faxes and/or e-mail to callers.

When requesting a fax, callers are prompted to use their telephone keypad to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

Prior to receiving an e-mail, callers must have an e-mail address on file in the permitting database. If an e-mail address is not available, callers are not given the option of receiving an e-mail.

2.1.2.10 Speak Inspector Information

With this module, a permit holder with an inspection scheduled for the current day can verify the identity of the scheduled inspector. The permit holder calls VoicePermits and enters the inspection confirmation number or, alternatively, the permit number and inspection type. When the permit holder selects the relevant menu option, VoicePermits speaks the name of the scheduled inspector, the scheduled inspector's telephone number, and a brief generic message (the content of the message is decided upon by the Customer prior to system implementation).

2.1.2.11 Subcontractor Registration

The Customer's permitting system houses subcontractor information. Subcontractors wishing to use VoicePermits (or WebPermits) must validate their identity using a PIN. Selectron modifies the interactive solution to accept PIN input from subcontractors and validate against PINs existing within the Customer's permitting system.

2.1.2.12 Subcontractor Add to Company Grid

In order to schedule inspections against a permit, a subcontractor must be assigned to that permit. Selectron modifies the interactive solution to accept self-assignment from subcontractors. The interactive solution's reporting suite (section 3.1.1, **Run System Reports**) indicates activities performed on a given permit, including subcontractor identification numbers.

2.2 WebPermits

The WebPermits application interacts with the Customer's permitting database to deliver information and services over the web to citizens. WebPermits works in conjunction with VoicePermits and cannot be run as an independent application. The WebPermits application resides on the Customer's web server (section 5.2.2.8, **Provide Web Server**).

2.2.1 Standard Feature Set

When citizens access the main WebPermits page, they are required to log in with a permit number and security code. The security code can be determined by the Customer, but must be verified by the permitting database. Most jurisdictions use the site address associated with the permit as the security code.

This section details the standard features included with the WebPermits application.

2.2.1.1 Inspection Scheduling

WebPermits allows citizens to schedule, reschedule, and cancel inspection using a web interface. When scheduling an inspection, the citizen can select the specific inspection type as well as inspection date from a calendar. Available dates on the calendar are determined by the Customer's business rules. Additionally, citizens can select a preference of a morning or afternoon inspection. Once citizens have scheduled, rescheduled, or cancelled an inspection, they receive a confirmation number; WebPermits provides a printer-friendly page allowing the citizen to easily print the confirmation.

To access scheduling functionality, a valid permit number must be entered during the login process.

2.2.1.2 Obtain Inspection Results

Permit holders can access WebPermits to view the results of their scheduled inspection. WebPermits displays the inspection type, the completed date, inspection result, inspector, and a confirmation number. WebPermits provides a printer-friendly page allowing permit holders to easily print the inspection results associated with a permit.

To access inspection results, a valid permit number must be entered during the login process.

2.2.1.3 E-mail Link

WebPermits provides an e-mail link, allowing citizens to directly e-mail the Customer's jurisdiction. When citizens click the link, their default e-mail client displays with the appropriate, pre-defined e-mail address and configurable subject heading filled in.

2.2.1.4 PIN Access

Users must enter a valid PIN to gain access to the system. WebPermits relies on the Customer's permitting system to manage and verify PINs. The PIN a user enters to access WebPermits is identical to the PIN the user enters to access VoicePermits.

2.2.2 Additional Features

This section details the optional, add-on modules included with the WebPermits application.

2.2.2.1 Payment Processing: Credit Card

WebPermits accepts credit card payments, allowing callers to pay inspection fees, project fees, and building application fees. The Customer's business rules determine whether the system can process over-payments, partial payments, remainder amounts from previous partial payments, and payments for specific inspections when there are multiple outstanding inspection fees. Visa®, MasterCard®, and Discover® are all pre-configured credit card types within WebPermits; credit card types not used by the Customer are unavailable to the citizen for use. Additionally, WebPermits accepts Visa or MasterCard debit cards; payments using debit cards are processed as a credit transaction.

When taking a payment, the payment processing software verifies the credit card and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code. Once a payment has been processed, WebPermits issues a payment confirmation number; WebPermits provides a printer-friendly page allowing citizens to easily print the confirmation details.

Fee data must be available to WebPermits to ensure functionality of this module.

WebPermits provides a report for manual posting, or, if supported, passing payment information to the interface to be processing into the Customer's permitting system.

The following payment processing fees and services are not covered by the purchase of this module:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, is billable on a Time and Materials basis.

2.2.2.2 Payment Processing: Shopping Cart

WebPermits employs the same shopping cart functionality VoicePermits (section 2.1.2.6, **Payment Processing: Shopping Cart**). During a web session, when web user opts to make a payment on an item such as an inspection, the item and the associated cost is added to the user's "shopping cart." When the user has finished adding items to the shopping cart and elects to make a payment, WebPermits displays a list of all items that have been added, the associated cost for each, any applicable convenience fees, and the total amount to be paid. The caller may choose to make the payment or to clear the contents of the "shopping cart" and start over.

2.2.2.3 Same Day Scheduling - Additional Fees

Web users may schedule an inspection to be performed on the same day on which they are requesting the inspection. The system displays any additional fees that are required for same-day inspections. WebPermits relies on the permitting system to provide fee amounts and calculated amounts owed. The Customer may specify a cutoff time after which same day inspections cannot be scheduled.

2.2.2.4 Subcontractor Add to Company Grid

In order to schedule inspections against a permit, a subcontractor must be assigned to that permit. Selectron modifies the interactive solution to accept self-assignment from subcontractors. The interactive solution's reporting suite (section 3.2.1, **Run System Reports**) indicates activities performed on a given permit, including subcontractor identification numbers.

2.3 VoiceCourt

The VoiceCourt application interacts with the Customer's court database to deliver information and service over the phone to callers.

2.3.1 Standard Feature Set

This section details the standard features included in the VoiceCourt application.

2.3.1.1 Case Information Access

VoiceCourt allows callers to hear a summary of their case disposition and any related court dates or fines owed. To access this information, callers must enter their case number, driver's license, Social Security number, or license plate number, and PIN (and/or date of birth in a MM-DD-YY format). The PIN can be defined by the Customer, but must be verified by the court database. VoiceCourt confirms the chosen case by specifying a description and the ruling date. Once the caller confirms, fines and court dates assigned by the Customer's jurisdiction are played as well.

2.3.1.2 Enter Plea

Callers may enter a plea on the case about which they are calling. The available pleas are defined at the onset of implementation; subsequent changes to available pleas require additional professional services.

2.3.1.3 Payment History

Callers may hear the payment history on the case about which they are calling. This history includes all payments previously applied against the case. VoiceCourt speaks the payment date, amount paid, and the method of payment.

2.3.1.4 Warrant Options

Each case type is accompanied by a standard set of business rules to govern the caller's options when interacting with the case. Selectron enhances VoiceCourt to include these rules. Using the Administration Tool (section 4.2, **Software**), the Customer's staff can toggle each rule at the case type level. The specific rules to be implemented are mutually agreed upon by the Customer and Selectron at the onset of implementation.The same conditions logic applies to both VoiceCourt and WebCourt. Any rule requiring complexity beyond a yes/no value will result in a transfer of the caller to a customer service representative.

2.3.2 Additional Features

This section details the optional, add-on modules and features included with this implementation of the VoiceCourt application.

2.3.2.1 Payment Processing: Credit Card

VoiceCourt accepts credit card payments; the Customer's business rules determine whether the system can process over payments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within VoiceCourt; credit card types not used by the Customer are unavailable to the caller. Once a payment has been processed,

VoiceCourt issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code.

VoiceCourt provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's court database.

The following payment processing fees and services are not covered by purchase of the VoiceCourt application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

2.3.2.2 Professional Voice Recording

All system prompts (including call flow) are professionally recorded prior to installation. Additionally, outbound notification prompts are professionally recorded (section 2.5.1.1, **Outbound Notify**). The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.3.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section 3.3.7, **Record Prompts and Responses**.

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis.

2.3.2.3 SmartDelivery

SmartDelivery software enables VoiceCourt to send faxes and/or e-mails to callers.

When requesting a fax, callers are prompted to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

Prior to receiving an e-mail, callers must have an e-mail address on file in the court database. If an e-mail address is not available, callers are not given the option of receiving an e-mail.

2.3.2.4 Spanish Language

The Spanish Language module enables VoiceCourt to play back system prompts in both English and Spanish. Additionally, all dates, numbers, ordinals, currencies, and letters are translated to the proper language. All other prompts must be recorded and translated by the Customer (section 3.3.7, **Record Prompts and Responses**).

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts are recorded in Spanish prior to installation. Non-system prompt and message types are not included and require Customer translation and recording. Refer to section 2.3.2.2, **Professional Voice Recording**, for a list of non-system prompts and messages.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

2.3.2.5 Computer Telephony Integration: Screen Pop

The screen pop component is installed on customer service representatives' computers. When callers transfer from the VoiceCourt interactive solution to the customer service center, VoiceCourt passes caller account information to the screen pop component for viewing by the representative receiving the transferred caller. Account information includes the caller's account number, and may include other account-related that are agreed upon at the beginning of implementation.

VoiceCourt uses Syntellect's CT Connect software to enable screen pop functionality. The Customer must ensure that its telephony environment is configured to interface with CT Connect (section 5.2.2.6, **Configure Telephony Environment for CTI**). Additionally, the data fields available through the screen pop funtionality must be supported by the Customer's court system. Selectron assists the Customer in determining what data can be passed to customer service representatives.

2.3.2.6 Scheduled Court Appearances

VoiceCourt allows callers to hear upcoming scheduled court appearances.

2.3.2.7 Scheduled Classes

VoiceCourt allows callers to hear the confirmation number, date and time, and location of the class. The caller is prompted to hear directions to the class location.

2.4 WebCourt

The WebCourt application interacts with the Customer's court database to deliver information and services over the web to citizens. WebCourt works in conjunction with VoiceCourt and cannot be run as an independent application. The WebCourt application resides on the Customer's web server (section 5.2.2.8, **Provide Web Server**).

2.4.1 Standard Feature Set

When citizens access the main WebCourt page, they are required to log in with a case number and security code. The security code can be determined by the Customer, but must be verified by the court database. Most jurisdictions use the site address associated with the caller's case as the security code.

This section details the standard features included with the WebCourt application.

2.4.1.1 Case Information Access

Citizens can access their current case status information, including case number, case disposition, court dates and fees owed.

2.4.1.2 Payment History

Citizens can access their case's fee payment history. Information displayed includes the payment date, amount paid, and the method of payment.

2.4.1.3 E-mail Link

WebCourt provides an e-mail link, allowing citizens to directly e-mail the Customer's jurisdiction. When citizens click the link, their default e-mail client displays with the appropriate, pre-defined e-mail address and configurable subject heading filled in.

2.4.2 Additional Features

This section details the optional, add-on modules included with the WebCourt application.

2.4.2.1 Spanish Language

WebCourt includes the framework for displaying content in the Spanish language in the same format and structure as the English framework. Users may select an English or Spanish navigation experience.

The Customer provides translation of the existing English content into Spanish.

2.4.2.2 Payment Processing: Credit Card

WebCourt accepts credit card payments, allowing callers to pay their bills; the Customer's business rules determine whether the system can process overpayments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within WebCourt; credit card types not used by the Customer are unavailable to the citizen for use. When taking a payment, the payment processing software verifies the credit card and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code. Once a payment has been processed, WebCourt issues a payment confirmation number; WebCourt provides a printer-friendly page allowing citizens to easily print the confirmation details.

WebCourt provides a report for manual posting, or, if supported, passing payment information to the interface to be processing into the Customer's court system.

The following payment processing fees and services are not covered by the purchase of this module:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, is billable on a Time and Materials basis.

2.4.2.3 Scheduled Court Appearances

WebCourt allows web users to view scheduled court appearances on an upcoming case.

2.4.2.4 Scheduled Classes

WebCourt allows web users to view the confirmation number, date and time, and location of the class.

2.4.2.5 Attorney-entered Pleas

This module allows attorneys to enter pleas on behalf of clients. In order to enter a plea, an attorney must enter appropriate identity authentication information. If multiple offenses exist on a case, the attorney may enter pleas for the multiple offenses within a single submit function.

2.4.2.6 Attorney/Bondsmen Case Access

Attorneys and bondsmen may access case information by logging into WebCourt using the appropriate authentication information. Cases may be accessed by case number as well as by other search criteria that are mutually agreed upon by the Customer and Selectron prior to implementation.

2.4.2.7 Provide Attorney Information

A web user enters a case number, and WebCourt displays the case, as well as the attorney of record and attorney's contact information. No authentication information is required to view this information.

2.4.2.8 Spanish Language

WebCourt includes the framework for a Spanish-language IWR solution. However, it is the responsibility of the Customer to provide Spanish translations for all pages in the WebCourt solution.

2.4.2.9 Password Reset

WebCourt users who have forgotten their password will be able to click a 'lost password' link to generate a new password. The web user is required to put in their username. Nevsys generates a random new password and sends it to the e-mail address associated with the username. The web user can then log in using the temporary password, after which they will automatically be prompted to change their password (see "Password Change", below).

2.4.2.10 Password Change

WebCourt users are able to change their password after they have successfully logged in to the system. WebCourt prompts the user for their old password as well as the desired new password, which must be entered twice for verification.

2.4.2.11 Attorney & Bondsman Login - Suspended Accounts

If a web user has a suspended account, they are able to log in to WebCourt but will be prompted that their account is suspended and will not have access to the features WebCourt provides. The prompt contains information on who the user should contact in order to get their account reactivated.

2.5 Outbound Delivery Services

Outbound Delivery Services is an information delivery system that allows the Customer to initiate automated outbound campaigns to deliver information and messages to citizens. The engine is used to power two service types: Outbound Alert and Outbound Notify. Both service types are implemented separately. The service type(s) that are implemented for the interactive solution are detailed below.

2.5.1 Standard Feature Set

This section details the standard features included with Outbound Delivery Services.

2.5.1.1 Outbound Notify

The Outbound Notify service type enables the Customer to run contextual campaigns tailored to specific individuals or groups. Typically, Outbound Delivery Services pulls data from the Customer's application database(s) to present information to citizens, although Selectron Technologies works with the Customer to implement other solutions. Due to their complex nature, each notification requires Professional Services to configure.

Outbound Notify can be implemented with a number of pre-configured notifications or Selectron Technologies works with the Customer to develop custom notifications as agreed upon. Refer to section 2.5.2, **Additional Features**, for a list of all pre-configured notifications included with this implementation.

Notifications can be configured to run automatically or at specific dates and times. Notifications are sent via phone. When SmartDelivery has been implemented, Outbound Delivery Services can send notifications via fax and/or e-mail (section 2.5.2.9, **SmartDelivery**). In order for faxes and e-mails to be sent, the fax number or e-mail address must be available in the applicable database (e.g. permitting or cout). If contact information is not available, the notification cannot be sent. Note that fax or e-mail based notifications do not include the ability to make payments or transfer to customer service.

2.5.2 Additional Features

This section details the optional, add-on modules included with this implementation of Outbound Delivery Services.

2.5.2.1 Outbound Notify: Expiring and Expired Permits Notification

This service requires the VoicePermits application and interacts with the permitting database. When this notification is configured, permit holders may be contacted about their expiring and expired permits. Typical information included in this notification includes the permit number and the expiration, or

expired, date. The date and time of notification delivery, relative to the expiration date, can be configured to fit the Customer's business rules.

2.5.2.2 Outbound Notify: Permits Ready to Be Issued Notification

This notification requires the VoicePermits application and interacts with the permitting database. When this notification is configured, the interactive solution apprises the permit applicant when a permit is ready to be issued. The system speaks the permit number and fees due, then speaks generic language agreed upon by Selectron and the Customer, such as payment options. The recipient of the notification is prompted to transfer to VoicePermits to make a payment.

2.5.2.3 Outbound Notify: Inspection Next Day Notification

This notification requires the VoicePermits application and interacts with the permitting database. When this notification is configured, the interactive solution contacts a permit holder when an inspection is scheduled for the next day. The system speaks the type of inspection, the permit number, and a general message indicating that the inspection is scheduled to occur. If available, the system speaks whether the inspection is scheduled for the morning or afternoon. The time of day that the notification occurs can be configured to fit the Customer's business rules.

2.5.2.4 Outbound Notify: Who's My Inspector Notification

This notification requires the VoicePermits application and interacts with the permitting database. On the day of an inspection, once the inspection has been assigned to an inspector, the interactive solution contacts the permit holder and speaks the assigned inspector's name, the assigned inspector's contact number, and an agreed-upon generic message indicating that the inspector will contact the permit holder shortly.

2.5.2.5 Outbound Notify: Court Appearance Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts defendants who are scheduled for a court appearance. The system speaks the date, time, and location of the court appearance and provides the option for the recipient to transfer to a customer service representative. The number of days prior to the scheduled court appearance at which the notification is sent can be configured to fit the Customer's business rules.

2.5.2.6 Outbound Notify: Payment Reminder Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts defendants who owe outstanding balances on citations. The system speaks the citation number and the amount owed. The recipient of the notification is prompted to transfer to VoiceCourt to make a payment. The notification is triggered when payment on a citation is overdue by a certain number of days; this number of days can be configured to fit the Customer's business rules.

2.5.2.7 Outbound Notify: Warrant Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts persons for whom an arrest warrant will been issued. The system speaks the date the warrant will be issued and speaks a generic message providing remediation options. The notification recipient is prompt to transfer to a customer service representative. The notification is triggered a certain number of days prior to warrant issuance; this number of days can be configured to fit the Customer's business rules.

2.5.2.8 Outbound Notify: Class Reminder Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts persons who have registered for applicable court classes. The system speaks the kind of class, as well as the date, time, and location of the class, and a generic informational message agreed upon by Selectron and the Customer. The number of days in advance the reminder notification is sent can be configured to fit the Customer's business rules.

2.5.2.9 SmartDelivery

Smart Delivery software enables Outbound Delivery Services to send faxes and/or e-mail to message recipients.

2.5.2.10 Spanish Language

The Spanish Language module allows Outbound Delivery Services to play outbound campaign messages in both English or Spanish over the phone. The content of the message is identical for each language. All messages must be translated and recorded by the Customer, however, all dates, numbers, ordinals, currencies, and letters are already translated to the proper language. Depending on configuration, campaigns sent via fax or e-mail include both English and Spanish within the same message.

2.6 CommunitySelect

CommunitySelect is an interactive solution that provides the Customer an environment for creating its own dynamically-configurable, interactive menus. The Customer's administrative staff use the CommunitySelect Manager application to create a menu structure consisting of "nodes." Using a simple drag-and-drop interface, the Customer can create, edit, arrange, and delete nodes to build a department-specific information system for callers. Customers then use a touch-tone telephone to record the necessary spoken messages or prompts.

CommunitySelect requires that the interactive solution uses Selectron core components that are version 4.5.3 or later.

2.6.1 Nodes

CommunitySelect includes five types of nodes that may be created.

- Submenu: A submenu is a menu of options that is nested within a higher-level menu option. Submenus enable the Customer to streamline the Community-

Select call flow and organize content into groups containing similar information.

- Information item: A general information item contains a spoken message that provides some informational message to callers accessing CommunitySelect.
- Fax document: The fax node allows callers to request a specific fax document by selecting the relevant menu choice.
- Call transfer: CommunitySelect transfers the caller to an extension within the Customer's phone system.
- Call chain: If the Customer has implemented another interactive solution from Selectron Technologies, the chain node enables callers to be transfered into the call flow of such solutions. The Customer can designate whether the caller is chained into the beginning of the call flow, or to a designated location within the call flow.

2.6.2 Shortcuts

Each node within CommunitySelect can be assigned a unique shortcut key sequence. Callers can then enter this sequence at any point in the CommunitySelect call flow to access the node directly.

2.6.3 Placement

If CommunitySelect is implemented in tandem with other interactive solutions from Selectron Technologies, the Customer must designate the desired placement of CommunitySelect and the other interactive solution(s) relative to each other. For example, the Customer may desire that CommunitySelect be the first interactive solution callers reach when placing a call to the department, or the Customer might want each interactive solution to possess a unique phone number. The Customer must determine its preference at the onset of implementation; subsequent changes will require Selectron professional services and may be subject to time and materials billing.

2.6.4 Configuration Scope

The CommunitySelect Manager is intended for use in configuring the menu structure within the CommunitySelect call flow only. The CommunitySelect Manager cannot be used to alter the call flow of other Selectron interactive solutions.

2.6.5 Spanish Language

When the Spanish language module is implemented, the CommunitySelect menu can be presented to callers in both English and Spanish. The menu tree will be identical across both languages. All dates, numbers, ordinals, currencies, and letters are translated to the proper language. Otherwise, just as in English, the Customer is responsible for recording all spoken Spanish prompts within CommunitySelect (section 3.6.3, **Record Prompts and Reponses**).

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts are translated and recorded in Spanish prior to installation. Non-system prompt and message types are not included and

require Customer translation and recording. Refer to section section 2.6.6, **Professional Voice Recording**, for a list of non-system prompts and messages.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

2.6.6 Professional Voice Recording

All system prompts are professionally recorded prior to installation, in both English and Spanish. The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting (section 3.1.4, **Append an Optional Greeting**)

For more information regarding non-system prompt recording, refer to section section 3.6.3, **Record Prompts and Responses**.

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis.

2.6.7 Department-specific Templates

Selectron delivers two call flow templates with CommunitySelect, one for the courts department and one for the building and permitting department. The templates are intended to serve as a quick-start guide for customizing the call flow to the Customer's preference; the Customer may edit the templates as desired. Each template includes the associated professionally-recorded voice prompts.

2.7 Enterprise-wide Functionality

This section details additional functionality that is shared by all applications identified in this Statement of Work.

2.7.1 Rejected Payment Submissions Report

Selectron bulds a custom report that displays all payment attempts that were rejected. The report lists account/permit/case number, application through which payment was attempted, and reason for rejection. Administrative personnel can filter the report to show results for all applications or any combination of applications.

2.7.2 Fax Server Integration

When a caller requests a faxed document, the interactive sends the requested fax as an attachment to an SMTP message. The document for faxing is in either an .rtf or .pdf format. Further specific details of the fax workflow are agreed upon by Selectron and the Customer prior to system implementation.

That the interactive solution's reporting functionality can only report that documents were sent to the Customer's fax server; any further reporting (for example, delivery status to the person who requested the fax) is the responsibility of the Customer's fax server.

3.0 Administrative Tasks

This section details tasks that the Customer's system administrator can perform while maintaining and operating the interactive solution.

3.1 VoicePermits

The tasks listed below apply to the VoicePermits application.

3.1.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 2 lists the reports available with this implementation.

Table 2 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Call Activity Details	Displays all actions that a caller made during a call
Inspector Post Activity	Lists all inspections posted by each inspector for a selected date range
Action Report	Number of times the application functions were selected for selected date range
Payment	Payment type with date, time, utility account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and permit number
Email Activity Report	Date sent, document type, confirmation number, and permit number

3.1.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoicePermits transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool (section 4.2, **Software**).

3.1.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.1.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

3.1.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.1.6 Manage PINs

The Customer is responsible for creating or modifying PINs for user access to VoicePermits and WebPermits. Selectron assumes that PIN management occurs in the Customer's permitting system.

3.1.7 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to VoicePermits; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool (section 4.2, **Software**) and then recording the name or word using the telephone.

When Professional Voice Recording has been implemented, street name prompts are recorded prior to system delivery. Any new or updated prompts can be recorded for the Customer on a quarterly basis; prompts needing immediate recording, between quarterly updates, are the Customer's responsibility (section 3.1.8, **Record Prompts and Responses**). Note that, in order for Selectron Technologies to identify new streets, they must exist in the VoicePermits database. Access to quarterly voice updates is contingent upon an active Support and Maintenance plan; refer to the Contract for more details.

3.1.8 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoicePermits during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow), correction codes, and street names are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to section 2.1.2.8, **Professional Voice Recording**, for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

3.1.9 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoicePermits system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.1.10 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool (section 4.2, **Software**). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.1.11 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the permitting database.

3.1.12 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoicePermits uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.1.13 Set Maximum Message Length

The VoicePermits application allows callers to leave messages for inspectors. By setting the maximum message length, the system administrator can determine a specific amount of time for messages. While messages can be any length, Selectron Technologies recommends that they be no longer than the automatic default of five minutes.

3.1.14 Define Schedule Days

The VoicePermits application offers callers a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days

using the Administration Tool (section 4.2, **Software**). The Customer's business rules determine how many days forward VoicePermits will offer callers.

3.1.15 Maintain Inspector Names and Contact Numbers

In order for the speak inspector information (section 2.1.2.10, **Speak Inspector Information**) and Who's My Inspector Outbound Notification (section 2.5.2.4, **Outbound Notify: Who's My Inspector Notification**) functionality to perform as defined, VoicePermits includes an audio file for each inspector's name. These audio files must remain current to ensure that an audio recording exists for every inspector. With the Professional Voice Recording module, Selectron records all inspector names prior to system implementation. Additionally, if the Customer maintains an active support and maintenance plan, Selectron updates the list of audio files on a quarterly basis. Between quarterly updates, the Customer can record inspector names using the Administration Tool and a telephone (section 3.1.8, **Record Prompts and Responses**).

Additionally, the Customer must ensure that the relevant inspector name and phone number information remains current in the permitting system.

3.1.16 Maintain Inspection Conditions

Selectron configures inspection conditions for each inspection type prior to system implementation (section 2.1.2.4, **Modify Inspection Conditions**). System administrators must update conditions as necessary when business rules affecting condition logic change.

3.1.17 Determine Inspection Groups

After initial implementation, the Customer is responsible for determining the Inspection Groups used for VoicePermits' Limit Inspections module. Inspection Groups are created using the Administration Tool (section 4.2, **Software**). Inspection Groups consist of a series of inspection types that are sub-sets of the defined group. The group could contain directly related inspection types (i.e., all plumbing inspections could be grouped under Plumbing) or specific inspections requiring limitations could be placed within their own group (i.e. a rough plumbing inspection type might need limitation, while all other plumbing inspections might not).

Selectron Technologies' Project Manager assists the Customer with the initial group configuration.

3.1.18 Maintain Inspection Prerequisites

The System administrator is responsible for adding, editing, and deleting VoicePermits' inspection prerequisites using the Administration Tool (section 4.2, **Software**). When inspection prerequisites are added, the system administrator must also record corresponding system prompts (section 3.1.8, **Record Prompts and Responses**). Selectron Technologies assists the Customer with the initial prerequisite configuration.

3.1.19 Maintain Inspection Limitation

When VoicePermits' Limit Inspections module is implemented, system administrators are responsible for setting inspection limits for each designated inspection group. Additionally, the Customer can configure the permitting database polling schedule

using the Administration Tool. VoicePermits regularly polls the permitting database to determine inspection availability.

If the Customer is using another vendor's product to schedule inspections on the web, the Customer is responsible for ensuring that the inspection limit is respected.

3.1.20 Verify Inspection Availability

When VoicePermits' Limit Inspections module is implemented, the Customer's staff must monitor the Inspection Calendar web page prior to scheduling inspections in the permitting database. If inspection availability is not checked, the daily inspection limit may be exceeded.

To view the Inspection Calendar web page, staff members need Microsoft Internet Explorer® 5.0, Mozilla Firefox™ 1.0, or newer, with access to the Customer's intranet.

3.1.21 Maintain Correction Codes

The system administrator is responsible for adding, editing, and deleting VoicePermits' correction codes using the Administration Tool (section 4.2, **Software**). When correction codes are added, the system administrator must also create a corresponding recording of the description to be played back to callers (section 3.1.8, **Record Prompts and Responses**). Selectron Technologies assists the Customer with the initial code configuration.

When Professional Voice Recording is implemented, prompt recording for correction codes is done prior to system delivery. The Customer is responsible for recording any subsequent correction code prompts. Selectron Technologies offers additional prompt recording of correction codes on a time and materials basis.

3.2 WebPermits

The tasks listed in this section apply to the WebPermits application.

3.2.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 3 lists the reports available with this implementation.

Table 3 System Reports

Report	Definition
System Usage	Web sessions initiated by day for selected date range
System Usage by Hour	Web sessions initiated by hour for selected date range

Table 3 System Reports

Report	Definition
Action Report	Number of times a web page was selected for specified date range
Web Activity Details	Displays all actions that a user made during a web session
Payment Detail Report	Payment type with date, time, utility account numbers, and Confirmation numbers
Web Activity Details	Displays all actions that a user made during a session

3.2.2 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password WebPermits uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.2.3 Define Schedule Days

The WebPermits system offers citizens a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool (section 4.2, **Software**). The Customer's business rules determine how many days forward WebPermits offers citizens. WebPermits uses the same scheduling configuration as VoicePermits and this setting only needs to be set once for both applications.

3.2.4 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts and editing account access levels. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**). Administrator accounts are for both the VoicePermits and WebPermits applications.

3.3 VoiceCourt

The tasks listed below apply to the VoiceCourt application.

3.3.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 4 lists the reports available with this implementation.

Table 4 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Action Report	Number of times the application functions were selected for selected date range
Payment Detail Report	Payment type with date, time, court account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and number
Email Activity Report	Date sent, document type, confirmation number, and account/citation number

3.3.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoiceCourt transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool (section 4.2, **Software**).

3.3.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.3.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoiceCourt. The optional greeting can be used to

inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

3.3.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.3.6 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to the VoiceCourt application; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool (section 4.2, **Software**) and then recording the name or word using the telephone.

3.3.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoiceCourt during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow) are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to section 2.3.2.2, **Professional Voice Recording**, for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language.

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts (including call flow) are translated and recorded in Spanish prior to installation. Street names and non-system prompt and message types are not included and require Customer translation and recording. Refer to section 2.3.2.2, **Professional Voice Recording**, for a list of non-system prompts and messages.

3.3.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoiceCourt system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.3.9 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool (section 4.2, **Software**). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.3.10 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the court database.

3.3.11 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoiceCourt uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.3.12 Maintain Warrant Options

Selectron configures warrant options logic for each case type prior to system implementation (section 2.3.1.4, **Warrant Options**). System administrators must update conditions as necessary when business rules affecting condition logic change.

3.4 WebCourt

The tasks listed in this section apply to the WebCourt application.

3.4.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 5 lists the reports available with this implementation.

Table 5 System Reports

Report	Definition
System Usage	Web sessions initiated by day for selected date range
System Usage by Hour	Web sessions initiated by hour for selected date range
Action Report	Number of times the application functions were selected for selected date range

Table 5 System Reports

Report	Definition
Payment Detail Report	Payment type with date, time, court account numbers, and Confirmation numbers

3.4.2 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password WebCourt uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool (section 4.2, **Software**), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.4.3 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts and editing account access levels. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**). Administrator accounts are for both the VoiceCourt and WebCourt applications.

3.4.4 Provide Spanish Translation

WebCourt includes the framework for Spanish language web pages (section 2.4.2.1, **Spanish Language**). The Customer should furnish translations of page content to replicate the English pages in the corresponding Spanish pages.

3.5 Outbound Delivery Services

The tasks listed below apply to the Outbound Delivery Services application.

3.5.1 Run Outbound Reports

System administrators can run Outbound reports by using the browser-based Outbound Tool (section 4.2, **Software**). Reports can be generated, viewed, saved, and printed using Microsoft Internet Explorer® 5.0, Mozilla Firefox™ 1.0, or newer, with access to the Customer's intranet. Depending on configuration, Outbound reports

detail the phone number called, fax number called, e-mail address used, and connection status.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 6 lists all available Outbound reports.

Table 6 Outbound Reports

Report	Definition
System Usage	• Calls sent by day for selected date range • Faxes sent for selected date range • E-mails sent for selected date range
System Line Usage	• Calls sent by line for selected date range • Faxes sent by line for selected date range • E-mails sent by line for selected date range
System Usage by Hour	• Calls sent by hour for selected date range • Faxes sent by hour for selected range • E-mails sent by hour for selected range
Statistic Report	Total number of calls, the success level of each call, and the choices recipients made during the calls; searchable by date range, campaign name, campaign type, and customer ID
Activity Report	All successful and unsuccessful calls for a date range; searchable by date range, campaign name, campaign type, and customer ID

3.5.2 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.5.3 Set Outbound Campaign Guidelines

When initiating outbound campaigns, the Customer must configure campaign delivery methods in the Outbound Tool. Configurable options include date and time to initiate campaigns and process guidelines for all applicable delivery methods. For notifications to function properly, customer contact information must be entered into the application database(s). Notification guidelines are determined during the call flow process (section 5.1.1.4, **Provide Configuration Assistance**).

3.5.4 Create and Import Broadcast List for Outbound Campaigns

Typically, notifications pull information directly from the Customer's application database(s). However, if a database is unavailable, a broadcast list containing citizen contact information, as well as pertinent citizen data can be loaded into the system.

3.5.5 Record Prompts and Responses for Notifications

Recording prompts and responses creates an audio file for use by Outbound Delivery Services during a notification call campaign. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts. When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language.

3.5.6 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the Outbound Delivery Services system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.5.7 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool (section 4.2, **Software**). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.5.8 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the application database(s).

3.6 CommunitySelect

The tasks below apply to the CommunitySelect application.

3.6.1 Run Reports

The CommunitySelect Manager includes a suite of reports which allows staff to observe system usage and aids in system maintenance. Additionally, the CommunitySelect Manager can access web-based system reports that include further usage

information. The web-based reports are compatible with the Microsoft Internet Explorer® 5.0 or Mozilla Firefox 1.0 browsers, or newer versions. Reports can be exported to standalone files - in general, PDF and/or Microsoft Excel formats.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 7 lists the reports available with this implementation of CommunitySelect.

Table 7 CommunitySelect Reports

Report	Definition
Tree View	Printable list of nodes currently in use
Document List	List of all documents accessible by CommunitySelect (for example, for faxing)
Activities	Usage report identifying how often each node has been accessed by callers
Shortcuts	List of all shortcut sequences currently used by CommunitySelect
Prompt Report	List of all shortcut sequences currently in use
System Reports	**Web-based Reports**
System Usage	Calls received by day for selected date range
System Usage By Hour	Calls received by hour for selected date range
System Line Usage	Calls received by line for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Fax Activity Report	Fax status, document, date, time, and number
E-mail Activity Report	Date sent, document type, confirmation number, and account number

3.6.2 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for CommunitySelect. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, **Software**).

3.6.3 Record Prompts and Reponses

New spoken prompts, such as informational messages or menu options, need to be recorded. Recording prompts and responses creates an audio file for use by CommunitySelect during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, the system administrator can call the system to record the missing prompts.

When the Professional Voice Recording module is purchased with CommunitySelect, all system prompts and informational messages are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to section 2.6.6, **Professional Voice Recording**, for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section section 4.4.3, **Provide Administrative Training**).

When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language. When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts (including call flow) are translated and recorded in Spanish prior to installation. Street names and non-system prompt and message types are not included and require Customer translation and recording. Refer to section 2.6.6, **Professional Voice Recording**, for a list of non-system prompts and messages.

3.6.4 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.6.5 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation (section 4.4.3, **Provide Administrative Training**).

3.6.6 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the CommunitySelect interactive solution. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

4.0 Deliverables

This section details the hardware, software, and services included in system implementation.

4.1 Hardware

Refer to Appendix A, **Hardware Specifications**, for details regarding hardware provided with the interactive solution.

No additional hardware is provided with web functionality. However, the Customer is responsible for providing a web server (section 5.2.2.8, **Provide Web Server**).

4.2 Software

4.2.1 Selectron Technologies Software

The interactive solution's server (Appendix A, section B.1, **Server**) has the following Selectron Technologies' software installed:

- VoicePermits application software
- VoiceCourt application software
- Outbound Delivery Services engine
- CommunitySelect Manager software
- Credit Card Payment Processing software
- SmartDelivery software

In addition to the software listed above, the base system includes two licenses for the Administration Tool. The Customer uses this software to remotely define user-configurable settings in the interactive solution. One license is pre-installed on the server (Appendix A, section B.1, **Server**); the second license allows the Customer to install the Administration Tool on a workstation. Additional Administration Tool licenses can be purchased.

Outbound Delivery Services requires an additional, browser-based Outbound Tool. With this tool, users can remotely define user-configurable settings for Outbound Delivery Services. This browser-based tool may be used from any computer on the Customer's intranet. From outside the network, the Customer's staff may connect to the Outbound Tool via a VPN connection.

The following software is delivered and installed on the Customer's web server:

- WebPermits application software
- WebCourt application software

4.2.2 Third-Party Software

The interactive solution's server has the following third-party software installed:

- Microsoft® SQL® Server 2005 Express Edition with Advanced Services SP1 (embedded, run-time edition; not for use with any other product)
- Symantec® pcAnywhere® remote access software
- Microsoft Visual C#®
- Microsoft SDK 5.1 for Windows®

The following software is delivered and installed on the Customer's web server:

- Symantec pcAnywhere remote access software

4.3 Permitting System Interface

Selectron builds the interface between the interactive solutions and the Customer's Hansen permitting system. Selectron assumes that Customer personnel will be available for consultation during interface development in order to ensure that Selectron fully understands the Customer's system configuration and relevant business rules.

4.4 Installation and Training

Selectron Technologies provides two days of on-site installation, testing, and training for each phase of the interactive solution. The amount of on-site training and installation days increases when the interactive solution has more than one application installed. The pricing information provided in the Quote assumes a maximum of two (2) onsite trips to support a two-phased approach to installing all interactive systems described in this document. If the Customer chooses to phase the solution beyond the agreed upon two-phased schedule, additional time and materials costs may apply.

4.4.1 Test and Install System Server

On the first on-site day, an Installation Specialist installs the interactive solution's server and performs any necessary configuration. Once installed, the Installation Specialist tests the interactive solution to ensure all included applications are functioning properly (refer to section 2.0, **Functionality**, for a list of all included applications).

The Installation Specialist installs the web application(s) on the Customer's web server. Refer to section 5.2.2.8, **Provide Web Server**, for web server specifications.

4.4.2 Test Credit Card Payment Functionality

Test transactions are run to verify the interface between the Payment Processing software modules with the vendor selected for payment processing.

4.4.3 Provide Administrative Training

Training for the system administrator occurs on the second day of the Installation Specialist's visit. Training also includes guidance on how system administrators can train additional staff.

Training for non-system prompt recording is also provided (refer to section 2.1.2.8, **Professional Voice Recording**, for a list of non-system, VoicePermits prompts)(refer to section 2.3.2.2, **Professional Voice Recording**, for a list of non-system, VoiceCourt prompts)

4.4.4 Interface Upgrades

After the initial implementation of the interactive solution, the application database vendor may release new updates to their application or its interface (API) that enable previously unavailable standard functionality described in this document. Implementing these features in a completed interactive solution with an upgraded application or interface will normally require.professional services outside the scope of this document.

4.5 Documentation

A hard copy of the Administration Manual for each included application is delivered with the server. Additionally, an electronic version of each manual is provided in PDF format (refer to section 2.0, **Functionality**, for a list of included applications).

4.6 Support

Selectron Technologies' interactive solution has been thoroughly tested to ensure that the performance and functionality described in this document is accurate. The solution's software and hardware components are dependent on many services and applications within the Customer's operating environment that can impact system performance. While the interactive solution is designed to minimize performance interruptions, from time to time they will occur. Once notified of an interruption, Selectron's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

Refer to your Service Agreement, or section 5.1.3, **On-going System Maintenance**, of this document, for more information regarding services provided with the interactive solution.

4.6.1 ProMonitor

This interactive solution includes subscription to Selectron's ProMonitor system monitoring service. The ProMonitor services initiates proactive calls to the Customer's interactive voice response solutions to verify that the system is answering calls and that connectivity exists between the IVR and application database(s). If ProMonitor detects problems, the system alerts Selectron personnel and/or Customer personnel based on a defined escalation path.

ProMonitor is renewable on an annual basis.

5.0 Responsibilities and Requirements

5.1 Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding system implementation and maintenance.

5.1.1 Pre-Installation

5.1.1.1 Provide Project Management

Selectron Technologies assigns a Project Manager to the system implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

5.1.1.2 Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the implementation process:

- Implementation Questionnaire- identifies the Customer's functional needs and is used to create an implementation timetable. Each applica-

tion included with this implementation has its own questionnaire (refer to section 2.0, **Functionality**, for a list of included applications).

- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and permitting database, prior to system delivery and installation, to allow for complete system testing. Refer to section 5.2.1.7, **Provide Remote Network Access to Permitting Database**, for more information.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and court database, prior to system delivery and installation, to allow for complete system testing. Refer to section 5.2.1.8, **Provide Remote Network Access to Court Database**, for more information.
- Implementation Timetable- details project schedule and details all project milestones.
- Pre-Install Checklist- prepares the Customer's staff for system installation. Once the checklist is completed and returned, the Project Manager schedules the on-site installation.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- System Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

5.1.1.3 Develop Call Flow

The Project Manager works with the Customer to develop and complete the call flow design. Software development cannot begin until the call flow design is completed and approved by the Customer. During this period, the Project Manager also works with the Customer to complete the notification call flow.

5.1.1.4 Provide Configuration Assistance

The Project Manager assists the Customer with the configuration of user-defined options. These options include:

- Setting Expiring and Expired Permits Notification guidelines
- Deciding which vendor to use for payment processing.
- Determining whether or not VoicePermits should prevent callers from taking certain actions when fees are owed.
- Defining initial inspection groups for VoicePermits' Limit Inspections module.

5.1.1.5 Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and hardware prior to delivery, ensuring system functionality.

5.1.1.6 Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is developed using Adobe® InDesign® CS2

and is provided to the Customer in PDF format (original InDesign files are provided upon request).

Marketing collateral is adapted to the Customer's jurisdiction. Selectron Technologies' Project Manager assists the Customer in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Interactive solution's phone number
- Jurisdiction logo (preferably in EPS format)
- Jurisdiction address
- Name of the interactive solution, if Selectron branding is not utilized
- Included modules and functionality
- Additional contact/informational phone numbers
- Inspection codes
- WebPermits web address
- WebCourt web address

The templates are adapted to fit the Customer's jurisdiction using the information from the above list. The Customer is able to review the material to ensure information accuracy. If errors exist, the marketing materials are emended to display the correct information. Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

5.1.2 Installation

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution. Refer to section 4.4, **Installation and Training**, for additional information.

5.1.3 On-going System Maintenance

Selectron Technologies' support plan includes repair or replacement of any failed hardware or software component, a toll-free support line, and dial-in technical support for the solution. Refer to the Contract for more information.

5.2 Customer

This section outlines the Customer's system implementation and maintenance requirements.

5.2.1 Pre-Installation

5.2.1.1 Return Implementation Questionnaire

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire (section 5.1.1.2, **Provide Documentation**). The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable. Each application included

in the interactive solution has a separate implementation questionnaire. Refer to section 2.0, **Functionality**, for a list of all included applications.

5.2.1.2 Determine System Connection

Prior to system implementation, Selectron Technologies' Project Manager assists the Customer in determining how the interactive solution will be implemented—whether the system connects using standard, analog phone lines, a T1 line, ISDN (Integrated Digital Services Network), or VoIP (Voice over Internet Protocol). At times, these methods may incur differing costs (including such items as hardware, telephony professional services, or special installation services). The Project Manager will detail such special considerations as part of choosing the connection method. Once determined, and hardware has been purchased, changes to the connection configuration shall incur additional charges.

Refer to the item in the list below for more details on the requirements pertaining to connection methods:

- **Analog** For a traditional, analog implementation of the interactive solution, one phone line per port must be provided and installed by the Customer. Phone lines must be part of a hunt group; Selectron Technologies strongly suggests that the Customer configure a terminal hunt group, which helps determine line usage.
- **T1** If the Customer chooses a T1 line installation, a station-side line is required to connect the interactive solution's server to the PBX (Private Branch eXchange).
- **ISDN** When the Customer chooses to implement the interactive solution with an ISDN (Integrated Digital Services Network) system, full functionality may be dependent upon the feature set supported by the ISDN circuit provider.
- **VoIP** If the Customer chooses to implement the interactive solution with a VoIP (Voice over Internet Protocol) system, full functionality may not be available. VoIP is a developing technology in which standards, protocols, and integration methods are not yet mature. To ensure full functionality, analog lines are often used to connect the interactive solution to the Customer's VoIP switch via a gateway device (which is not included with the interactive solution). This gateway device must support all necessary functions required of the switch (such as transfers).

  The Customer is responsible for ensuring that the VoIP system is configured correctly to allow full functionality of the interactive solution. Full functionality may require additional third-party hardware and services, which are the responsibility of the Customer. Additional integration services are provided by Selectron Technologies' Project Manager and development team as part of the implementation process.

  If the Customer is upgrading a Selectron interactive solution to a VoIP environment, an additional license fee is required to upgrade to the latest version of the Syntellect CT ADE toolkit.

5.2.1.3 Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions

VoicePermits Data:

- Inspection result codes and descriptions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme
- Inspection group designations

VoiceCourt Data:

- Case codes and descriptions
- Validations used for receiving payment on a citation
- Case numbering scheme
- Case types and descriptions

5.2.1.4 Define Permitting System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined permitting system and interface (API) specifications. If the permitting system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and permitting system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

5.2.1.5 Define Court System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined court system and interface (API) specifications. If the court system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and court system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

5.2.1.6 Approve Call Flow

The Customer is responsible for approving the call flow design developed by Selectron Technologies' Project Manager. Once the call flow design has been approved, software development begins. This also includes the call flow for implemented notifications.

5.2.1.7 Provide Remote Network Access to Permitting Database

In order to fully test the interactive solution, Selectron Technologies requires access to the permitting database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements (section 5.1.1.2, **Provide Documentation**). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the permitting database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

5.2.1.8 Provide Remote Network Access to Court Database

In order to fully test the interactive solution, Selectron Technologies requires access to the court database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements (section 5.1.1.2, **Provide Documentation**). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the court database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

5.2.1.9 Acquire Payment Processing Services

To enable credit card payment processing, the Customer must acquire the payment processing services of a third-party vendor. The Customer is encouraged to discuss different options with their Selectron Technologies' Project Manager.

5.2.1.10 Translation of Fax and/or E-mail Templates into Spanish

When the Spanish Language module is implemented, the Customer is responsible for the translation of all applicable fax and e-mail templates into Spanish.

5.2.1.11 Determine Web Application Appearance

To create web application[2] web sites that complement the Customer's current website, colors for the background, buttons, and text can be chosen. The colors should be submitted in a hexadecimal format. Additionally, space is provided for the Customer's logo or a header and footer. The logo, header, and footer must be provided to Selectron Technologies in either a GIF or JPEG format. When submitting a logo, it should be no larger than 2.5" wide and 2"

2. "Web application" refers to each interactive web solution included in this implementation (i.e., WebPermits,WebCourt, etc.).

(250 pixels x 75 pixels) high. Headers and footers should be no larger than 7" wide and 2" (700 pixels x 75 pixels) high.

5.2.1.12 Define Web Site Links

Up to four links on each web application's site are provided for the Customer's use. These links could be used by web site visitors to access the Customer's privacy policy, terms of service, and/or contact information. Whatever the Customer chooses, the destination point for each link is provided to Selectron Technologies in accordance with the implementation process.

5.2.1.13 Confirm Pre-Install Tasks

Selectron Technologies' Project Manager provides the Customer with a pre-installation checklist (refer to section 5.1.1.2, **Provide Documentation**). Once the checklist is completed and returned, the Project Manager schedules the on-site installation.

5.2.2 Installation

5.2.2.1 Provide Installation Assistance

The Customer must ensure that telephony and network staff are available, or on stand-by, to assist with Selectron Technologies' Installation Specialist, if needed.

5.2.2.2 Provide Permitting Database Access

The interactive solution's server must have access to the permitting database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the permitting database; these licenses are the Customer's responsibility

5.2.2.3 Provide Court Database Access

The interactive solution's server must have access to the court database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the court database; these licenses are the Customer's responsibility. In addition, the Customer must purchase and implement the court database's interface.

5.2.2.4 Provide Network Access

The interactive solution's server must have network access via a 10/100 connection and a fixed IP address.

5.2.2.5 Provide Remote Access

Remote access to the interactive solution's server should be provided to Selectron Technologies' staff for development and technical support. There are multiple options for how to set up remote access—Selectron Technologies' Project Manager helps the Customer choose a solution that best fits the situation.

5.2.2.6 Configure Telephony Environment for CTI

In order to enable computer-telephony integration (CTI) functionality (screen pop), the Customer must ensure that its telephony environment is compatible

with the Sytellect CT Connect software. While many switches support CT Connect natively, it is the Customer's responsibility to verify support and perform any configuration necessary.

5.2.2.7 Install Phone Lines

Depending upon the telephony environment the Customer chooses, the process for connecting the interactive solution varies (section 5.2.1.2, **Determine System Connection**). The Customer (and, if necessary, the Customer's phone system provider) ensures that all necessary lines and/or components are installed and configured to allow integration with Selectron's interactive solution.

5.2.2.8 Provide Web Server

Each web application is installed on the Customer's web server. The web server must have the following applications installed and properly configured to operate on the server:

- Microsoft Windows Server™ 2000 (or later)
- Microsoft Internet Information Services (IIS) 5.0 (or later)
- Microsoft .NET Framework 2.0

The Customer is responsible for the installation and configuration of the listed applications. If necessary, Selectron Technologies can provide consultation and assistance on a time and materials basis.

5.2.2.9 Provide Web Server Administrative Access

Selectron Technologies requires an OS (Operating System) administrative account on the Customer's web server in order to properly install each web application. During installation, web application files are placed into the Windows system folder. If an OS administrative account is unavailable for use by Selectron Technologies, a Customer staff member with administrative access must be available to assist with the installation.

5.2.2.10 Resolve Domain Name

The Customer must ensure that the Fully Qualified Domain Name (FQDN) is resolved for each installed web application. The FQDN is a name that uniquely identifies a host system in the Customer's DNS (Domain Naming System) hierarchy. For example, a system called court1 in the Selectron domain would have an FQDN of court1.selectron.com.

5.2.2.11 Purchase Web Security Certificate

When web functionality has been implemented, the Customer must purchase and install a Secure Sockets Layer (SSL) certificate for each web application installed. The SSL certificate is an encryption key and secures transactions between citizens and the web application. The banking industry requires that a 128-bit SSL certificate is used for payment processing. This certificate must be installed after the installation of the web application and before the system goes live.

5.2.2.12 Confirm Service Functionality

The Customer has 60 calendar days after on-site installation to verify the functionality of the interactive solution. Within the 60-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan (section 5.1.1.2, **Provide Documentation**). Additionally, the System Acceptance Sign-off form (section 5.1.1.2, **Provide Documentation**) must be sent to Selectron Technologies' Project Manager within this period.

5.2.3 On-going System Responsibilities and Requirements

5.2.3.1 Provide Remote Access

Remote access to the interactive solution's server must be provided to Selectron Technologies staff for development and technical support. Remote access can be set up using a VPN (Virtual Private Network) or IP (Internet Protocol) pinhole— Selectron Technologies' Project Manager assists the Customer in choosing a solution that best fits the situation.

Additionally, Selectron Technologies requires a variety of access accounts to the Customer's network and databases/systems. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the following accounts are modified:

- VPN account and password (if applicable)
- Network account and password for the interactive solution
- Permitting database accounts and passwords for the interactive solution
- Court database accounts and passwords for the interactive solution
- Permitting system accounts and passwords for the interactive solution
- Court system accounts and passwords for the interactive solution
- pcAnywhere account and password (or other third-party remote access software)
- IP address of the permitting database server
- IP address of the court database server
- Group user account and password (Cisco® users only)

5.2.3.2 Provide Web Server Access

While updates for each web application can be developed and tested on the interactive solution's server, Selectron Technologies requires access to the web server in order to implement the updates. There are multiple options for transferring data between the servers; Selectron Technologies' Project Manager assists the Customer with choosing a solution that best fits the situation.

5.2.3.3 Enable Web Site Access

A link to the each web application's site must be provided by the Customer, enabling citizen access. The link can be set at the Customer's current home page and/or any other useful points within the Customer's web site.

5.2.3.4 Provide Web Application Security

Each web application is designed to operate within the Customer's secure network environment. Specifically, the software relies on the Customer's security measures and implements no further security infrastructure.

5.2.3.5 Perform Regular System Backups

The Customer is responsible for including the interactive solution's server in regular system backup procedures.

5.2.3.6 Maintain Server Environment

The interactive solution's server should reside in an environment that meets acceptable, industry-standard hardware maintenance protocols. If adequate conditions are not maintained and/or the server sustains physical damage due to misuse, the Customer is responsible for server replacement.

5.2.3.7 Provide Security

The interactive solution is designed to operate within the Customer's secure network environment. Specifically, the software relies on the Customer's security measures; no further security infrastructure or anti-virus software is implemented.

6.0 Disclaimers

Selectron Technologies will make every effort to ensure that the performance and functionality described in this document is accurate. However, due to potential, uncontrollable circumstances (e.g., down phone lines, software bugs and/or malfunctions, external hardware problems related to communication lines, etc.), Selectron Technologies must offer the following disclaimer.

6.1 Outbound Delivery Services

Outbound Services are intended to create additional methods of communication to the Customer's end user in support of existing processes. These services are not intended to replace all interaction with Customer's end user or become critical path. While the Outbound Services have been created with the best available tools and practices, they are dependant on infrastructure that is inherently not fail-proof - software, computer hardware, network services, telephone services, e-mail, etc. Examples of situations that could cause failure include: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions, etc. For this reason; while Outbound Services are valuable in providing enhanced communication; they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature and understands that it is giving up in advance any right to sue or make any claim against Company if Customer, or Customer's end users, suffer injury or damage due to the failure of Outbound Services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

Appendix A: Hardware Specifications

A. Overview

This addendum to the Statement of Work details the interactive solution's hardware specifications.

B. Hardware

B.1 Selectron Technologies Provided Server

The hardware delivered for this solution includes:

- Three (3) ProLiant DL380 G7 2U servers, one for production, one for test, and a final server for development.These are upgraded, rack-mountable servers with RAID 5 with SAS drives, four (4) GB RAM, redundant power supply, and redundant fans. A KVM (keyboard, video, mouse) switch can be requested, if required by the Customer.

Selectron Technologies reserves the right to select a different server at any point prior to system installation, provided that it is also optimized for the interactive solution.

B.1.1 Return of Hardware

In the event that replacement hardware is required, the original hardware must be returned to Selectron Technologies. Situations requiring the return of replaced hardware include but are not limited to: hardware upgrades, server exchanges, and installation of a single shared application server that replaces a multiple server, multiple application environment.

Pricing provided in the purchase of replacement or upgraded hardware reflects a discount for returning the current hardware. Following the go-live of the new interactive solution, the replaced hardware (including server(s) and all other replaced hardware components) must be returned to Selectron Technologies. Shipping costs for the return of the hardware are the responsibility of Selectron Technologies.

If the Customer chooses to retain the original hardware, the Customer is not eligible for the discount on replacement hardware listed in the Quote.

B.2 Customer Provided Server

If the Customer requires another server, other than the one provided with the interactive solution (section B.1, **Selectron Technologies Provided Server**), Selectron Technologies must be notified immediately during the initial phase of project implementation. It is the Customer's responsibility to provide an adequate replacement that meets Selectron Technologies' Customer Provided Server Policy requirements. If a dual-processor server is provided by the Customer, additional license fees are required due to third-party licensing agreements. A dual-processor server is not required for the system.

B.3 VoIP Ports

With a VoIP system, no voice board is installed; the interactive solution uses the server's network card. The interactive solution includes thirty-two (32) licensed ports, sixteen (16) allocated for VoicePermits and sixteen (16) allocated for VoiceCourt.

This implementation also includes thirty-two (32) licenses for VoIP ports, to be used for the Customer's test server.

Additionally, the solution includes four (4) licenses for VoIP ports, to be allocated to the development server.

B.4 Fax Board

Because this solution integrates with the Customer's existing fax server, no fax ports are required or provided.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Amendment No. 1 to Agreement No. 11.53541.01-LED, Construction Manager At Risk Agreement for the Water Pollution Control Facility Infrastructure Replacement located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: MCCARTHY BUILDING COMPANIES, INC. (Not-to-Exceed $216,151 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $216,151
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
On September 21, 2011 City Council awarded this contract for pre-construction services to McCarthy Building Companies. This amendment provides for additional services including, but not limited to, subsurface investigations, additional coordination meetings and phasing.

PCC: T. Boyce
POC: Ray Seday - (702) 990-6707

RECOMMENDATION:
That City Council approve award of Amendment No. 1 to Contract No. 11.53541.01-LED, Construction Manager At Risk Agreement for the Water Pollution Control Facility Infrastructure Replacement in the not-to-exceed amount of $216,151. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Amendment No. 1 to Agreement No. 11.53541.01-LED

AMENDMENT NUMBER ONE
TO
OWNER-CMAR
FOR
PRECONSTRUCTION SERVICES

THIS AMENDMENT NUMBER ONE is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and MCCARTHY BUILDING COMPANIES INC. (herein the "CMAR").

WHEREAS, the City and the CMAR have entered into an Agreement dated October 4, 2011, (herein the "Agreement"), retaining the services of the CMAR for preconstruction services more fully described therein in connection with the Water Pollution Control Facility Infrastructure Replacement and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the CMAR to include additional preconstruction services not included in the original scope of the PROJECT and to increase the overall limits of the PROJECT.

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

1. Exhibit "E" Additional Preconstruction Services Compensation is hereby amended to increase the total compensation of the entire Agreement referenced herein by $216,151. Increasing the total contract from $982,400 to a not-to-exceed amount of $1,198,551.

2. Replace the original Exhibit "E" Additional Preconstruction Services Compensation with the attached "Revised per Amendment One Exhibit E".

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

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

CITY OF LAS VEGAS

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

MCCARTHY BUILDING COMPANIES, INC.

By: _____
"CMAR"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 12/6/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

RFP No. 11.53541.01-LED
CMAR FOR WPCF INFRASTRUCTURE RELACEMENT
EXHIBIT E - ADDITIONAL PRECONSTRUCTION SERVICES COMPENSATION
MCCARTHY BUILDING COMPANIES, INC.

Summary of Additional Services By Task

TASK	DESCRIPTION	TOTAL	TOTAL TASK
	Printing & Reproduction Costs	$ 10,000	**$ 10,000**
	Total 3.2.A		**$ 65,503**
3.2.A	- Additional Partnering Workshops Per Session (up to 3)	$ 35,503	
	- Facilitator for Additional Partnering Sessions (up to 3)	$ 30,000	
	Total 4.7.A		**$ 19,768**
4.7.A	- Subsurface Exploration - (2) Ground Water Test Wells	$ 11,700	
	- Subsurface Exploration (Report Preparation)	$ 8,068	
*	- Per Hour Potholing & Subsurface Exploration (UNIT PRICE ONLY)	$ 971	**UNIT PRICE**
	Total 5.3.A		**$ 15,672**
5.3.A	Vendor Presentations	$ 15,672	
	Total 5.4.A		**$ 59,056**
5.4.A	- Travel to Various Sites for Equipment Evaluation (up to 5 Visits)	$ 38,008	
	- Equipment and Factory Site Visits (up to 5 Visits)	$ 21,048	
	Total 6.4.1.A		**$ 10,685**
6.4.1.A	- Request for Subcontractor Qualification Process NRS 338 (Rev. per SB 268 Phased GMP)	$ 8,985	
	- Sub Prequalification Advertisements (Per SB268) (up to 2 additional)	$ 700	
	- Sub Presubmission Meeting Room Rental (Per SB 268) up to 2 additional)	$ 1,000	
	Total 6.4.2.A		**$ 8,474**
6.4.2.A	- Request for Proposal per NRS 338 (Rev. per SB 268 Phased GMP)	$ 6,774	
	- Sub Proposal Advertisements (Per SB268) (up to 2 additional)	$ 700	
	- Sub Pre-Bid Meeting Room Rental (Per SB 268) (up to 2 additional)	$ 1,000	
8.2.A	**3D Modeling (Select 1 Service from the Options Below)**		**$ 224,401**
8.2.A.1	- Develop Complete Level 300 3D Model	$ 224,401	
8.2.A.2	- Develop Level 300 Major Component 3D Model	$ 143,005	
8.2.A.3	- Develop Level 300 3D Model of Congested Areas / Clash Detection	$ 83,168	
8.2.A.4	- Develop Level 300 3D Model for Structure Tie-Ins and MOPO's	$ 36,420	
	Task 12.4.A		**$ 10,382**
12.4.A	- Develop and Submit Final PHASED Construction GMP (2 additional)	$ 10,382	
	Total 12.5.A		**$ 8,657**
12.5.A	- Review PHASED Conformed Set of Documents and Provide Report (2 additional)	$ 8,657	
	Total 12.6.A		**$ 7,954**
12.6.A	- Review PHASED Conformed Set of Documents and Provide Report (2 additional)	$ 7,954	
	Total 15		**TBD**
15	Additional Preconstruction Services as Authorized (Not to exceed $216,151 per Amentment No. 1)	$ -	

Summarized Additional Cost for Each Phased GMP (Consists of Tasks, 6.4.1.A, 6.4.2.A, 12.4.A, 12.5.A, 12.6.A)	**$ 23,076**

Man Hour Summary	Rates	Hours
Project Executive	$ 238.00	44
Senior PM	$ 164.20	72
Equipment/Procurement	$ 157.30	176
General Superintendent	$ 172.40	56
Assistant Project Manager	$ 105.80	160
Senior Estimator	$ 128.90	104
Mechanical Process Lead	$ 204.50	80
Concrete/Civil Estimator	$ 85.90	56
E/I & C Superintendent	$ 122.60	32
Mechanical/Electrical Estimator	$ 99.70	72
Mechanical Superintendent	$ 125.60	16
Concrete Superintendent	$ 129.60	0
Chief Scheduler	$ 89.50	8
Project Admininstartor	$ 60.10	40
CAD Coordinator	$ 89.90	2448
Safety Manager	$ 125.60	0
	Total Hours	3364

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve receipt of $132,000 (Special Revenue) donation and enter into agreement with Zappos.com, Inc. to fund the Corporate Challenge Sporting Event for 2012 - All Wards

Fiscal Impact

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

Amount: $132,000
Funding Source: Special Revenue
Dept./Division: Parks, Recreation and Neighborhood Services/Administration

PURPOSE/BACKGROUND:
Given the economic downturn and budget constraints, the city of Las Vegas was not going to be able to fund the 2012 Corporate Challenge sporting event. Because the event has made significant impacts to the community and successful opportunities for participating companies, Zappos.com Inc. is graciously donating $132,000 to the city of Las Vegas specifically earmarked to fund Corporate Challenge in 2012. They do not want to be a sponsorship of the event, but rather a donation for the purpose of helping our community.

RECOMMENDATION:
Staff recommends Mayor and Council approve receipt of donation and authorizes the City Manager to execute this agreement and any and all documents related following approval as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:
Zappos Donation Agreement for 2012 Corporate Challenge

ZAPPOS DONATION AGREEMENT FOR
2012 CORPORATE CHALLENGE

THIS ZAPPOS DONATION AGREEMENT FOR 2012 CORPORATE CHALLENGE (this "Agreement") is made and entered into this 21st day of December, 2012 (the "Effective Date"), by and between Zappos.com, Inc. (the "Donor"), a Delaware corporation, and the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada.

RECITALS

WHEREAS, the City, acting by and through its Department of Park, Recreation and Neighborhood Services, is the sponsor of that certain sports competition event commonly known and referred to as "Corporate Challenge"; and

WHEREAS, Corporate Challenge is an Olympic style competition consisting of teams comprised of employees from the public and private sector employers who have entered various designated sporting events for the purpose of winning those events on behalf of themselves and their employer; and

WHEREAS, due to the economic downturn in the Las Vegas Valley, and the fiscal impact that such economic downturn has had upon governmental entities in the State of Nevada, the City is not financially able to sponsor the 2012 Corporate Challenge; and

WHEREAS, Donor, recognizing the benefit that is provided to employees of the City and to the employees of the various participating corporate employers, desires to make a contribution to the City to be used to financially support the sponsorship costs of the 2012 Corporate Challenge; and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the financial contribution of the Donor to the City, which will be used for the 2012 Corporate Challenge.

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

1. Contribution. On or before the deadline set forth in Section 2 below, Donor agrees to donate and give to the City, subject to the conditions set forth in Section 3 below, the sum of One Hundred Thirty-Two Thousand Dollars ($132,000) (the "Donation"). Notwithstanding the Donation made herein, the City's acceptance of the Donation shall not obligate it to proceed with the 2012 Corporate Challenge, or to preclude its right to terminate this Agreement as provided in Section 5 below.

2. Donation Deadline. Donor agrees to make the Donation to the City within thirty (30) calendar days after the Effective Date of this Agreement. The Donation shall be made in the form of a check made payable to the City of Las Vegas, which shall be delivered to the City on or before the aforementioned deadline.

3. Conditions of the Donation. By accepting the donation, the City agrees to the following conditions:

a. The Donation shall be used by the City for the purpose of paying staffing expenses, professional service fees and the costs of supplies, which expenses the City anticipates will be incurred by it in connection with holding the 2012 Corporate Challenge.

b. Any recognition of the Donation made by the Donor, if so desired by the Donor, will be agreed to by the parties subsequent to the execution of this Agreement.

c. The Donation will be deposited into a Special Revenue Account established by the City, and shall not comingled with the City's General Fund, or any other separate account established for purposes of the 2012 Corporation Challenge. A record of the disbursement made from the Special Revenue Account will be maintained by the City, and the Donor shall have access to such records if a written request is made by the Donor to the City.

d. The parties hereto anticipate that the 2012 Corporate Challenge will be held during the following period of time: March 2, 2012 through May 18, 2012. The City reserves the right to modify those dates with the need to amend this Agreement.

e. The City agrees that the events and format of the 2012 Corporate Challenge shall be substantially similar, although need not be identical to, the 2011 Corporate Challenge.

4. Surplus Funds. If, after payment of the expenses related to 2012 Corporate Challenge, there is an unexpended balance of the Donation, the City will retain the balance for use in connection with future Corporate Challenge events, unless the Donor requests in writing the return of the unexpended balance of the Donation to the Donor

5. Right of Termination. The City reserved the right to cancel the 2012 Corporate Challenge for any reason whatsoever (including no reason). In the event that the City elects to cancel 2012 Corporate Challenge, the City agrees to return the Donation to the Donor within 30 days after such decision has become final.

6. Notices. Any communications or notices which are given by either party under this Agreement shall be made to the person at the addresses set forth below:

To the Donor: Zappos.com, Inc.
2280 Corporate Circle Drive, Suite 100
Henderson, Nevada 89074
Attn: Legal Department

To the City: Parks, Recreation and Neighborhood Services Department
City of Las Vegas
495 South Main Street, 5th Floor
Las Vegas, Nevada 89101
Attn: Lonny Zimmerman

7. Assignment. Neither party may assign this Agreement without the prior written consent of the other party except that Donor may assign this Agreement to any entity that controls, is controlled by or is under common control with Donor.

8. Governing Law. This Agreement shall be governed by Nevada law, without regard to its conflict of law provisions.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior arrangements, whether written or verbal.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first set forth above.

CITY OF LAS VEGAS

Elizabeth N. Fretwell, Date
City Manager

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

Approved as to form:

Robert S. Sylvain 11-21-11
Robert S. Sylvain, Date
Deputy City Attorney

ZAPPOS.COM, INC.

12.5.11
Fred Mossler Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Centennial History Grant funding for historic structural and programming analysis of the historic "Old Adobe" at Floyd Lamb Park at Tule Springs located at 9200 Tule Springs Road, in the amount of $21,150.00 - Ward 6 (Ross).

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $21,150.00
Funding Source: Commission for the Las Vegas Centennial
Dept./Division: Planning

PURPOSE/BACKGROUND:
The Department of Planning has been awarded $21,150.00 of Centennial History Grant funds to be used for a preliminary structural analysis report of the Old Adobe, including code compliance analysis and historic preservation treatment options including stabilization, mothballing and restoration; (2.) Conceptual design drawings showing how the structure could be rehabilitated/or stabilized; and (3.) Preservation plan for consideration of possible uses for the Old Adobe (collectively 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 City of Las Vegas ("City").

RECITALS

WHEREAS, the City is the owner of Floyd Lamb Park at Tule Springs ("Park") located at 9400 Tule Springs Road, Las Vegas, Nevada, which includes 53 historic buildings and structures constructed beginning c. 1910, including the building known as the "Old Adobe" built in c. 1910; and

WHEREAS, the Park is listed on the National Register of Historic Places and the city of Las Vegas Historic Property Register; and

WHEREAS, the City, based on recommendations within the Floyd Lamb Park Master Plan, desires to make improvements to the historic buildings and structures at the Park, including the restoration of the Old Adobe, as part of the preservation and programming plan for the Park; and

WHEREAS, the Commission desires to provide the Centennial Grant funds for the rehabilitation and restoration of the Visitors Center and other historic buildings and structures located at the Park 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 City a grant in the total amount of Twenty One Thousand One Hundred Fifty Dollars and 00/100 ($21,150.00) (the "Centennial Grant") to be used for the following: (1.) Preliminary structural analysis report of the Old Adobe, including code compliance analysis and historic preservation treatment options including stabilization, mothballing and restoration; (2.) Conceptual design drawings showing how the structure could be rehabilitated/or stabilized; and (3.) Preservation plan for consideration of possible uses for the Old Adobe (collectively the "Project").

1.2 Project. City represents and covenants that it is the owner of the Park, 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 Twenty One Thousand One Hundred Fifty Dollars and 00/100 ($21,150.00) 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, 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 Commission's 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 Commission 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 Park; (ii) any environmental or hazardous waste condition hereafter existing on any of the property which is a part of the Park 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 Centennial
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.

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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: _____
Carolyn G. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

_____ 11/14/11
Date

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____ 11/14/11
Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership, From: Station Acquisitions LLC, To: Chai Bhen LLC, dba Desert Food Mart, 6100 West Charleston Boulevard, Iqbal Hossain, Mgr, Mmbr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Package License, Dolgen Midwest, LLC, dba Dollar General 12830, 5991 West Cheyenne Avenue, William C. Bass, CEO; Robert R. Stephenson, Assistant Secy; Christine L. Connolly, Secy; Maurice A. Laliberte, VP and Lease Administrator; and John W. Feray, VP and CFO - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Package License.

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

1. All beer and wine coolers shall remain in the original manufacturer's configuration intended for resale.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Supper Club License for a Change of Ownership, From: Landry's Seafood House Nevada, Inc. (Non-operational), To: Di Fara Pizza Holdings, Inc. dba Dom DeMarco's Pizzeria & Bar, 9785 West Charleston Boulevard, Albert R. Scalleat, Pres and Jeffrey S. Lapour, Secy, Treas - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Supper Club License. Previous business name and location were Joe's Crab Shack at 9440 West Sahara Avenue.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Tavern Limited License, Le Thai, LLC, dba Le Thai, 523 Fremont Street, Daniel J. Coughlin, Mgr - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Tavern Limited License.

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

1. License may not be sold or transferred to a third party, which includes any change of ownership or change of principal.

2. License may not be transferred to a new location unless the location is with the district to which it pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Sushi Island, To: Calesta Corporation, dba Sushi in Summerlin, 7450 West Cheyenne Avenue, Suite 118, Thomas Ciovanlee, Dir, Treas, Pres, 90% and Sunarti Zakaria, Secy, 10% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License, LDL Super Market, LLC, dba Two Sisters Super Market/Dos Hermanas Super Mercado, 1000 North Rancho Drive, Leticia Muzi, Mgr, Mmbr, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Beer/Wine/Cooler Off-sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Vegas Express Gas Mart #2, dba Vegas Express Gas Mart, 4401 East Bonanza Road, Matt Ricciardella, Managing Mmbr, 60% and Sabah Boles, Managing Mmbr, 40% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for seven slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Burglar Alarm Service License and a Temporary Locksmith License, Cook Security Group Inc., dba Cook Security Group Inc., 5841 SE International Way, Brian Cook, Pres; Molly Angelo, CFO; Shauna Cook, Secy; and Wiliam Comer, Dir - Milwaukie, OR

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Burglar Alarm Service License and a Temporary Locksmith License.

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

1. All 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.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an extension of a Temporary Burglar Alarm Service License, Stiles and Associates, Inc., dba Fuzion 3, 3401 Sirius Avenue, Suite 4, George Mays, Pres, Treas, jointly with spouse; Carol Mays, Secy; jointly with spouse; and Nathan Mays, Dir - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an extension of a Temporary Burglar Alarm Service License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Psychic Arts and Science License, Jennifer Marks, dba Jennifer Marks, 425 Fremont Street, Jennifer Marks - Ward 3 (Coffin) [NOTE: This license is located in an existing psychic arts and science business – Ms. Laurie]

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Psychic Arts and Science License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a Pistol Permit, Business Solutions League, LLC, dba Gunrunners Firearms, 101 South Martin L. King Boulevard, Benjamin Lofgren, Owner, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Pistol Permit. This item was held in Abeyance from the November 16, 2011 City Council Meeting.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
For possible action to approve Third Supplemental Interlocal Contract LAS05I08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $450,000 and extend the project completion date to June 30, 2012 for the Oakey – Meadows Storm Drain, Phase I (Charleston Boulevard at Hinson Street to the Meadows Detention Basin) project – Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated November 13, 2008 and Supplemental Interlocal Contracts dated January 14, 2010 and May 19, 2011 for construction and construction management for the Oakey – Meadows Storm Drain, Phase I (Charleston Boulevard at Hinson Street to the Meadows Detention Basin) project. This Third Supplemental Interlocal Contract will decrease the project funding in the amount of $450,000 and extend the project completion date to June 30, 2012. Total amount of project funding shall not exceed $12,731,114. The CCRFCD approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract LAS05I08

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

OAKEY – MEADOWS STORM DRAIN, PHASE I

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facilities LCME 0026, 0028, 0040 and 0070: MEOK 0000, 0017, and 0048: and MEPA 0022 and hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated November 13, 2008, First Supplemental Interlocal Contract dated January 14, 2010 and Second Supplemental Interlocal Contract dated May 19, 2011 were entered into between the CITY and the DISTRICT; and

WHEREAS, the City wishes to decrease project funding for construction and extend the project completion date.

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

SECTION II – PROJECT COSTS, shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed $1,000,000.

2. Construction at a cost not to exceed $11,731,114.

3. The total cost of the contract shall not exceed $13,181,114 which includes all the items described in the paragraphs above.

4. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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The remainder of the original Interlocal Contract dated November 13, 2008, First Supplemental Interlocal Contract dated January 14, 2010 and Second Supplemental Interlocal Contract dated May 19, 2011 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 10/24/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

October 13, 2011

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: 10-13-2011
Christopher Figgins Date
Chief Deputy District Attorney

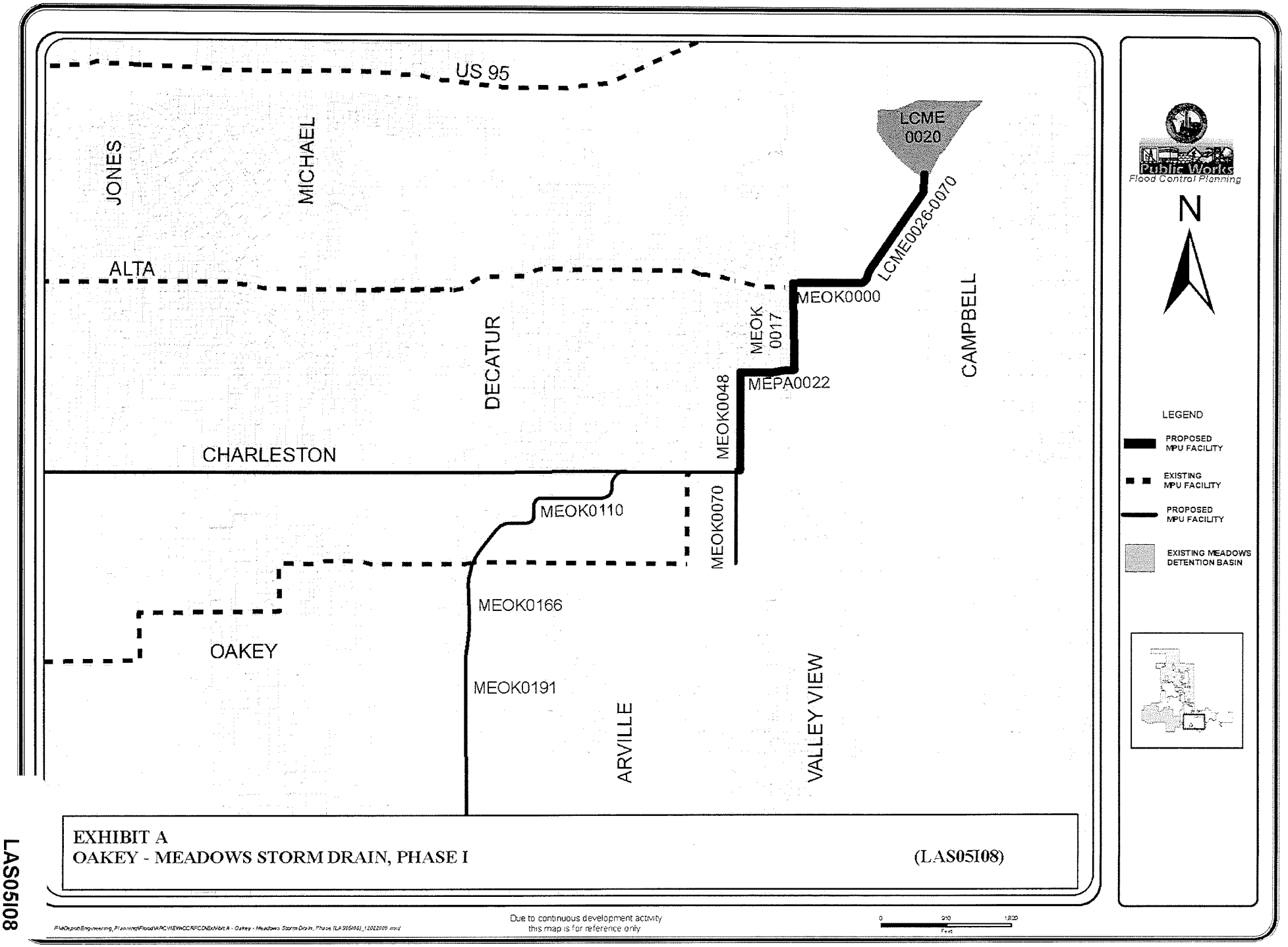

EXHIBIT A
OAKEY - MEADOWS STORM DRAIN, PHASE I (LAS05I08)

LAS05I08

F:\AO\proj\Engineering_Planning\Flood\ARCVIEW\ACCRFCD\Exhibit A - Oakey - Meadows Storm Drain, Phase I (LAS05I08)_12022009.mxd

Due to continuous development activity
this map is for reference only

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
For possible action to approve Third Supplemental Interlocal Contract LAS24E07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $53,000 and extend the project completion date to June 30, 2013 for the Gowan Outfall – Lone Mountain Branch (Rancho Drive to Decatur Boulevard) project – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated July 12, 2007 and Supplemental Interlocal Contracts dated December 13, 2007 and November 9, 2009 for engineering design for the Gowan Outfall – Lone Mountain Branch (Rancho Drive to Decatur Boulevard) project. This Third Supplemental Interlocal Contract will decrease the project funding in the amount of $53,000 and extend the project completion date to June 30, 2013. Total amount of project funding shall not exceed $1,572,000. The CCRFCD approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract LAS24E07

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN OUTFALL – LONE MOUNTAIN BRANCH (RANCHO DRIVE TO DECATUR BOULEVARD)

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan as Structure Numbers GOLO 0152, 0165, 0228, 0253 and GOLO 0275, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated July 12, 2007, First Supplemental Interlocal Contract dated December 13, 2007 and Second Supplemental Interlocal Contract dated November 9, 2009 were entered into between the CITY and the DISTRICT; and

WHEREAS, the City wishes to decrease project funding for the design and extend the project completion date.

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

SECTION II – PROJECT COSTS, shall be revised as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $1,547,000.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $20,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total costs of this Contract shall not exceed $1,572,000 which includes all the items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2013. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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The remainder of the original Interlocal Contract dated July 12, 2007, First Supplemental Interlocal Contract dated December 13, 2007 and Second Supplemental Interlocal Contract dated November 9, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 10/24/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

October 13, 2011

Regional Flood Control District

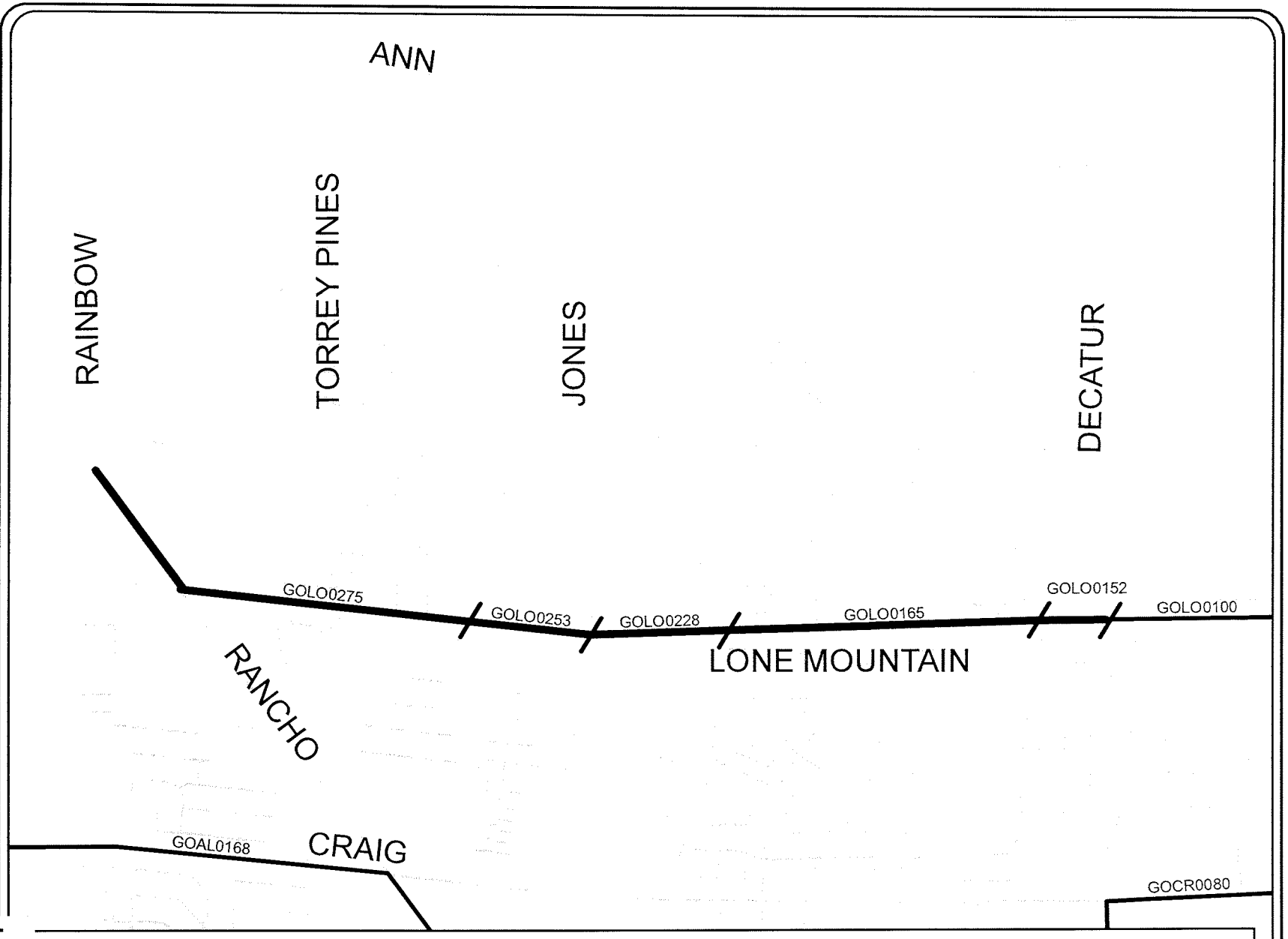
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Oct. 13 2011
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

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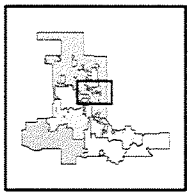
LEGEND

- FUTURE REGIONAL FACILITY
- PROPOSED REGIONAL STORM DRAIN FACILITY
- EXISTING REGIONAL FACILITY



LAS24E07

EXHIBIT A
GOWAN OUTFALL - LONE MOUNTAIN BRANCH
(RANCHO DRIVE TO DECATUR BOULEVARD)

JUN 07

(LAS24E07)

...\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Gowan Outfall - Lone Mountain Branch (LAS24E07)_10062009.mxd

Due to continuous development activity this map is for reference only.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
For possible action to approve Fifth Supplemental Interlocal Contract LAS22E06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease project funding in the amount of $400,000 and extend the project completion date to December 31, 2012 for the Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road) project – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated August 10, 2006 and Supplemental Interlocal Contracts dated April 12, 2007, July 12, 2007, March 12, 2009 and May 19, 2011 for engineering design for the Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road) project. This Fifth Supplemental Interlocal Contract will decrease the project funding in the amount of $400,000 and extend the project completion date to December 31, 2012. Total amount of project funding shall not exceed $2,611,937. The CCRFCD approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fifth Supplemental Interlocal Contract LAS22E06

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH –
DECATUR BOULEVARD (CENTENNIAL PARKWAY TO FARM ROAD)

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan as Structure Numbers LVMD 2324, LVMD 2443, LVMD 2490 and LVDE 0000, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated August 10, 2006, First Supplemental Interlocal Contract dated April 12, 2007, Second Supplemental Interlocal Contract dated July 12, 2007, Third Supplemental Interlocal Contract dated March 12, 2009 and Fourth Supplemental Interlocal Contract dated May 19, 2011 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to decrease project funding for the design and extend the project completion date.

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

SECTION II – PROJECT COSTS, shall be changed to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $2,586,937.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $20,000.

3. Environmental Mitigation at a cost not to exceed $5,000.

4. The total costs of the contract shall not exceed $2,611,937 which includes all the items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds

SECTION III – GENERAL paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the original Interlocal contract dated August 10, 2006, First Supplemental Interlocal Contract dated April 12, 2007, Second Supplemental Interlocal Contract dated July 12, 2007, Third Supplemental Interlocal Contract dated March 12, 2009 and Fourth Supplemental Interlocal Contract dated May 19, 2011 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fifth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 10/24/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

October 13, 2011

Regional Flood Control District

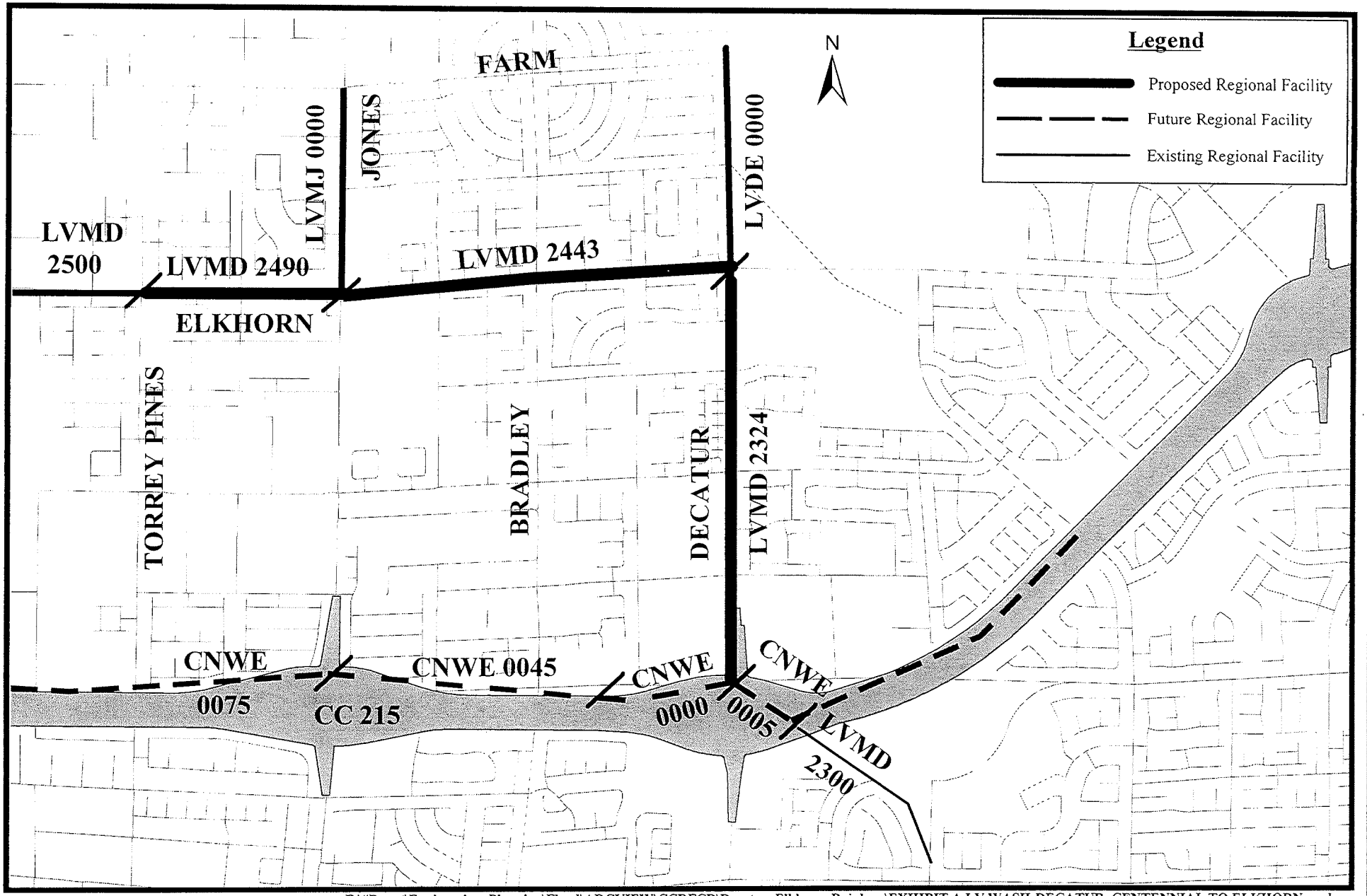
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: [signature] 10/13 2011
Christopher Figgins Date
Chief Deputy District Attorney



F:\#Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Decatur_Elkhorn_Rainbow\EXHIBIT A LV WASH-DECATUR, CENTENNIAL TO ELKHORN.mxd

EXHIBIT A
LAS VEGAS WASH - DECATUR BOULEVARD (LAS 22E06)
(CENTENNIAL PARKWAY TO FARM ROAD)

LAS22E06

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
For possible action to approve Ninth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to December 31, 2012 for the Las Vegas Wash – Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive) project – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated February 14, 2002 and Supplemental Interlocal Contracts May 16, 2002, August 8, 2002, March 13, 2003, May 20, 2004, November 10, 2005, November 9, 2006, October 9, 2008 and November 12, 2009 for construction and construction management for the Las Vegas Wash – Rancho Drive System (Carey/Lake Mead Detention Basin to Peak Drive) project. This Ninth Supplemental Interlocal Contract will extend the project completion date to December 31, 2012. The CCRFCD approved this contract at their October 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Ninth Supplemental Interlocal Contract LAS17D02

NINTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR LAS VEGAS WASH – RANCHO DRIVE SYSTEM (CAREY/LAKE MEAD DETENTION BASIN TO PEAK DRIVE)

THIS NINTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Structure Numbers LVPK 0000, LVRA 0000, LVRA 0012, LVRA 0066, LVSR 0210, LVSR 0221, LVSR 0223, LVSR 0263, LVSR 0273, LVSR 0295 and LVSR 0312, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated February 14, 2002 and Supplemental Interlocal Contracts dated May 16, 2002, August 8, 2002, March 13, 2003, May 20, 2004, November 10, 2005, November 9, 2006, October 9, 2008 and November 12, 2009 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

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

SECTION II – PROJECT COSTS – shall be changed to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction costs shall not exceed $6,044,800.

2. Construction Management shall not exceed $105,200.

3. FEMA Letter of Map Revision (LOMR) shall not exceed $203,700.

4. The total cost of this Contract shall not exceed $6,353,700 which includes all items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract, will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. Sufficient District funds are now available for the PROJECT. Therefore, the DISTRICT is able to meet its obligation to fully fund the PROJECT and reimburse the CITY for advanced PROJECT costs, without interest, for eligible PROJECT costs incurred after December 14, 2000.

7. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

8. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated February 14, 2002, the First Supplemental Interlocal Contract dated May 16, 2002, the Second Supplemental Interlocal Contract dated August 8, 2002, the Third Supplemental Interlocal Contract dated March 13, 2003, the Fourth Supplemental Interlocal Contract dated May 20, 2004, the Fifth Supplemental Interlocal Contract dated November 10, 2005, the Sixth Supplemental Interlocal Contract dated November 9, 2006, the Seventh Supplemental Interlocal Contract dated October 9, 2008 and Eight Supplemental Interlocal Contract dated November 12, 2009 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Ninth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 10/24/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of District Action

October 13, 2011

Regional Flood Control District

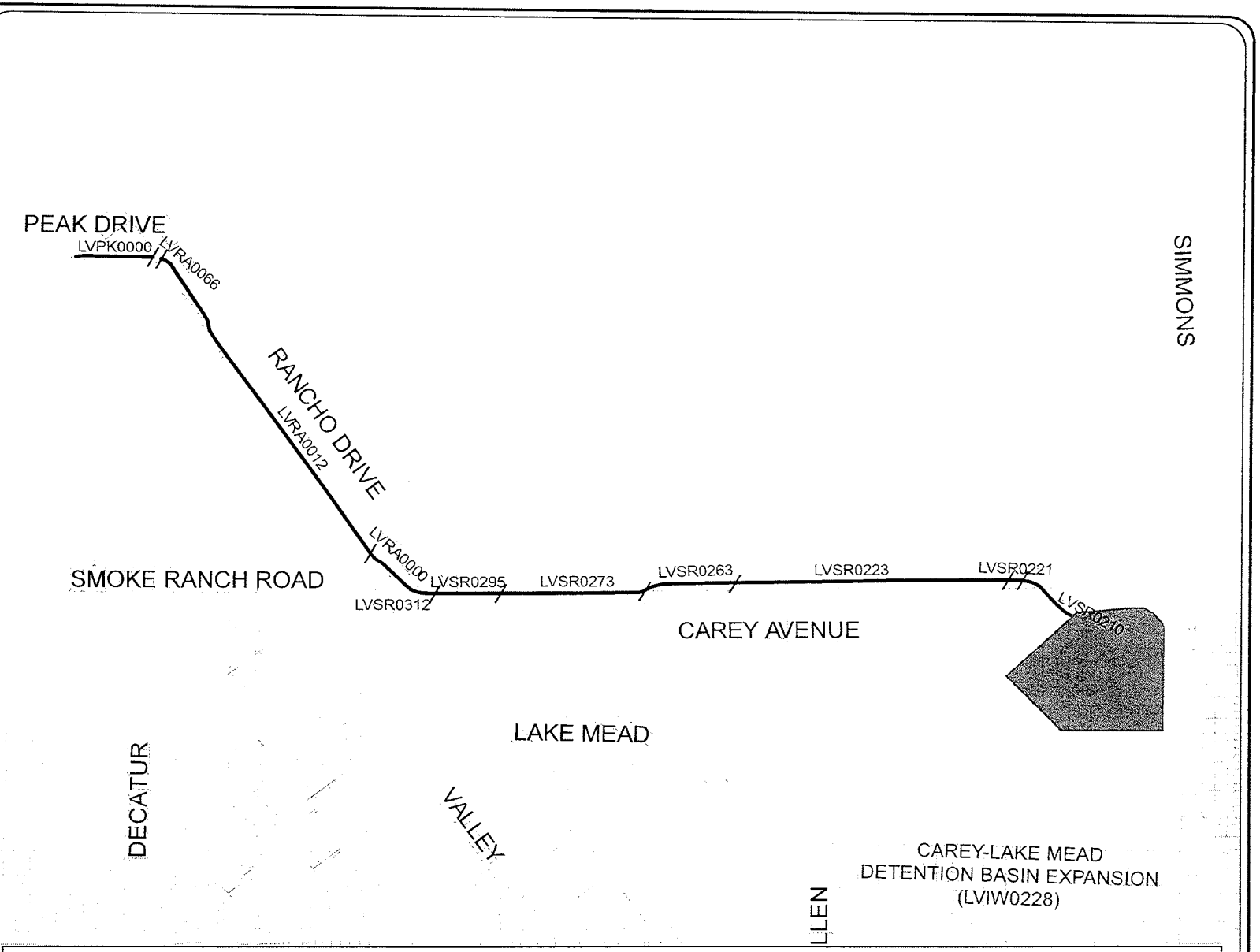
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Oct 13 2011
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

N

LEGEND

PROPOSED REGIONAL STORM DRAIN FACILITY

EXHIBIT A
RANCHO DRIVE SYSTEM (CAREY / LAKE MEAD DETENTION BASIN TO PEAK DRIVE) **(LAS17D02)**

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Due to continuous development activity this map is for reference only.

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LAS17D02

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
For possible action to approve Project Review Agreement No. 11USNV001 between the City of Las Vegas and the Greenroads Foundation for review and certification of the North and South Environmental Enhancement Areas at Floyd Lamb Park located north of Brent Lane and east of Durango Drive ($4,995 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,995
Funding Source: CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is currently constructing the North and South Environmental Enhancement Areas project. This Project Review Agreement with the Greenroads Foundation will allow for scoring of the project components for possible Greenroads Certification, which is a new sustainability certification for work within public right-of-way.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Project Review Agreement No. 11USNV001

GREENROADS FOUNDATION

GREENROADS™ PROJECT REVIEW AGREEMENT

Released August 18, 2011. Italicized areas to be completed by Greenroads Foundation.

Project Name:	North and South Environmental Enhancement Areas at Floyd Lamb Park		
Greenroads Project No.:	11USNV001		
Related Greenroads Project No.(s):			
Primary Owner:	City of Las Vegas Public Works		
Agent (If Applicable):			
Contact Name:	Jeremy Leavitt		
Business Address:	Capital Project Management, 333 N. Rancho Drive, 9th Floor, Las Vegas, NV 89106		
Business E-Mail:	jeleavitt@LasVegasNevada.gov		
Business Phone:	702-229-6278	Ext:	

BY SUBMITTING YOUR PROJECT FOR REGISTRATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, ARE FULLY AWARE OF, AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS, AND PROVISIONS.

SECTION 1. OUR AGREEMENT

1.1 The Scope

This Greenroads Project Review Agreement, hereafter referred to as this "Agreement," is entered into by and between the registered Project's owner ("You," "Your," Yourself") and the Greenroads Foundation, a non-profit corporation located at 8201 164th Avenue Northeast, Suite 200, Redmond, WA 98052. Hereafter, Greenroads (or as "Us," "Our," "We") refers to the Greenroads Foundation and any of its licensors, employees, directors, officers, agents, assigns, and subcontractors. You have accepted this Agreement to specifically seek the review of Your roadway Project in accordance with Greenroads' proprietary Rating System. The effective date of this Agreement shall be the date that You accept this Agreement, by Registration of Your Project. Be advised that terms are defined at different places within this document, or in other documents that are incorporated by reference in Section 1.4 or in the addenda to this Agreement. But, each term shall hold the same meaning throughout this document and the incorporated documents, at all times.

1.2 Our Relationship

Greenroads has been asked to Review Your Project and determine whether it meets the Project Requirements and Voluntary Credits of its Rating System. You have already selected a particular service package offered to You by Greenroads, on its website (the "Package"). Each Package is described on the website along with a scope of the work and a description of relevant documents. In addition to the Package You may also select a Confidential Review, Pilot Project Review or Certification Review, which are described at length below and in the Policies. In order to effectuate any Review, You are required to register Your Project online at www.Greenroads.us (the "Website"), review the Greenroads Manual and comply with the Project Handbook. These documents may be found on the Website, in the section marked "Policies." The Project Handbook requires You to submit various information and documents through online data forms and transmissions (the "Website Forms") throughout the Certification process. Additionally, Your use of the Website is governed by the Website Terms, a collection of terms, conditions, and provisions located on the Website. If Your comply with Greenroads' requirements, meet Your obligations, and illustrate that Your Project meets the requirements of the Rating System, You may be entitled to Certification by Greenroads. This legal and binding set of terms, conditions and provisions will govern Your relationship with Greenroads (referred to as the "Agreement").

1.3 Your Project

You certify that You are the "Owner" of the "Project" and shall complete a written Agency Addendum, which shall be incorporated into this Agreement by reference. The Project contains all of the real property, land, improvements, fixtures and installments that comprise of the area that Greenroads will Review. To be the Owner, You must maintain the legal right to hold, control and dispose of the real property upon which the Project is situated. If You are not the Owner, You must be the authorized "Agent" of the Owner. If You are an Agent, You hereby acknowledge that You have actual authority, in writing, to accept this Agreement on the Owner's behalf, and You understand that We are relying upon Your representation. If Your agency fails, You shall become personally bound and liable and We may seek to terminate this Agreement. We will have You and the rightful Owner execute an Agency Addendum, simultaneously with this Agreement.

1.4 The Policies

This Agreement consists of the terms, conditions, and provisions expressly set forth herein as well as the following documents, which are hereby incorporated by reference in their entirety, and referred to as the "Policies" (each of these documents are provided to You and many are located on the Website, in the "Policies" section at the bottom of the page):

i. Greenroads Manual – Located on Website in the "Manual" Section
ii. Project Handbook – Located on Website in the "Policies" Section
iii. Website Terms – Located on Website in the "Policies" Section
iv. Trademark Policy - Located on Website in the "Policies" Section
v. Privacy Policy - Located on Website in the "Policies" Section
vi. Packages - Located on Website in the "Project" Section
vii. Website Forms – These are any data, submission, or entry forms located on the Website and used during Registration, Review and/or Certification.

You agree that You shall comply with the terms, conditions and provisions of these incorporated documents whether or not any particular term, condition, or provision of such documents is specifically referenced in this Agreement. The Policies are intended to be interpreted contemporaneously with one another, but in the event of any conflict or discrepancy between the terms, conditions, or provisions of the any of the Policies, the documents shall take precedence in the following order: this Agreement; followed by the Project Handbook, followed by the Greenroads Manual, followed by the Website Forms, Trademark Policy, Privacy Policy and then the Website Terms.

1.5 Versions

The Policies may be changed from time to time, without notice to You, as Greenroads determines necessary. It is Your responsibility to review the most recent Policies at the time of acceptance of this Agreement. The Policies in effect at the time of Your acceptance will be the applicable Policies, including the rating and accreditation system, that Greenroads with use to conduct its Review and its Certification, if you opt in for Certification. You are entitled to opt in to any newly released version of the Greenroads Rating System, by providing written notice to Greenroads, no later than twenty (20) days prior to a scheduled date for the issuance of Certification. Failure to bring timely notice will not necessarily bar You from upgrading, but Certification may first be issued under the prior Rating System. Thereafter, You are entitled to a Certification Review under the newly released version, for a separate fee.

SECTION 2. TERMS INCORPORATED INTO THIS AGREEMENT

2.1 You.

Pursuant to this Agreement, Your workers and contractors are obligated to comply with the same obligations that You have to Greenroads. Thus, as used herein, the words "You," "Your," and "Yourself" refer to the person or entity accepting this Agreement as Owner and/or Agent, and any of their employees, directors, officers, subcontractors, and permissible assigns.

2.2 Registration
The term "Registration" as stated at any time in this Agreement, above and below, refers to the process through which a Project is referred to, listed with, or submitted to, Greenroads. This process includes the use of the Website, completion and submission of all applicable application forms, compliance with the Policies and an initial submission of records to verify the existence and funding of the Project. Registration is concluded by selection of the Package of services, acceptance of this Agreement and the remittance of all applicable fees.

2.3 Review
The term "Review" as stated at any time in this Agreement, above and below, refers to the process that follows Registration, after payment of fees, through which a Project is examined by Greenroads in accordance with its Rating System, pursuant to the Package that You have selected.

2.4 Pilot Project
The term "Pilot Project" as used in this Agreement or the Policies refers to Our acknowledgement that You and Your Project each (a) meet special eligibility requirements, (b) have complied with the Policies and applicable rules, (c) have completed Registration as a "Pilot Project" and (d) have initiated the Review Process. The purpose of a Pilot Project is to utilize the Greenroads Review process as an educational experience for the Owner and the Project. A Pilot Project provides (a) examination of the Project by Greenroads in accordance with its Rating System and (b) public recognition of Your Project for Your participation and good faith partnership with Greenroads Foundation. Opting in for a Pilot Project may require the payment of an additional fee. Only Owners or their authorized Agent are eligible to opt-in to Pilot Project status, at the sole discretion of Greenroads.

2.5 Certification
The term "Certification" as stated at any time in this Agreement, above and below, refers to Our determination that You and Your Project have complied with the Policies and applicable rules, that Your Project has obtained the prerequisite Project Requirements and that Your Project has accumulated the minimum number of voluntary credits necessary to achieve a particular level of Greenroads Certification, such as Greenroads Certified™, Greenroads Silver™, Greenroads Gold™ or Greenroads Evergreen™ as outlined in the Greenroads Manual. Certification may require the payment of an additional fee pursuant to the Package that You have selected. Only Owners or their authorized Agent may elect to pursue Certification.

SECTION 3. THE GREENROADS WEBSITE INTERFACE

3.1 The Website
The Website is a piece of proprietary software created by the University of Washington, and exclusively licensed to Greenroads, to facilitate the Registration, Review and Certification processes. Greenroads requires that every potential registrant become accustomed to the manner in which the Website operates – this includes You. You agree to expend the time necessary to learn the functions of the Website and acknowledge that the Website does not present any particular problems or limitations. You shall comply with the Website Terms and navigating the Website.

3.2 Submission Responsibility
The Website will be used as a conduit for the submission of information, documents and other data. While Greenroads expends time to ensure that the Website and Website Forms are valid and functional, it is Your responsibility to ensure that all information and data submitted is correct and verified. If Your information and data is incorrectly submitted, You understand and agree that the Certification of Your Project may be denied. You should consult the Project Handbook for more information on Your submissions.

3.3 Website Issues
In the event that You notice a problem with the Website, Website Forms or any of Your submissions of information or data, You must immediately notify Greenroads in writing by sending e-mail to support@greenroads.org. Because these types of errors require immediate rectification, You must send notice no later than three (3) days

from Your discovery of the problem, or otherwise any information or data submitted may be accepted by Greenroads as first submitted. Greenroads reserves the right to allow additional time, at its sole discretion.

3.4 Website Updates

You understand that Greenroads is always evolving. Greenroads may change the Website's interface, Website Terms, Website Forms, and other Policies at any time. It is Your responsibility to check the Website regularly to determine whether the terms, conditions and provisions have changed. Your continued use of the Website constitutes agreement and acceptance with any new terms, conditions or provisions.

SECTION 4. USE OF INTELLECTUAL PROPERTY

4.1 Greenroads Intellectual Property

Greenroads™ and all Logos are the registered and unregistered trademarks and proprietary marks of the University of Washington, exclusively licensed by the Greenroads Foundation. The Website and the Policies are all subject to copyright. All Greenroads intellectual property is extremely valuable to Greenroads and is protected to the largest extent possible by foreign and domestic laws. Infringement upon or misuse of this intellectual property is a material breach of this Agreement and violation of law. There are additional terms, conditions and provisions that You agree to comply with in Our Website Terms and Trademark Policy.

4.2 Temporary Use

After Registration and during the course of Review, We will permit You to use only those applicable trademarks, service marks, logos, and images (the "Logo(s)") as provided by the Trademark Policy. You understand and agree that should Your Project be awarded Greenroads Certification or Pilot Project status, we may provide You with a limited, non-exclusive, revocable and temporary license to use the necessary Logo at the Project, or in promotion of the Project. Any rights provided to You by Greenroads to use its Logo(s) shall be restricted by the Trademark Policy and a sublicense agreement, and it may be revoked for misuse or termination of Certification.

4.3 Your Intellectual Property

In order to facilitate Review, You will be required to submit information and data to Greenroads, some of which might be protected by law and contract. You hereby grant Us a non-exclusive, irrevocable but limited license to access, view and use any and all data, communications and information submitted to Us, in any way. You also provide us with a right to use, publish to any source, and display any and all information, communications, content and/or data that You provide to Us. Any and all rights that We obtain under this section shall be transferable and shall be retained by Us regardless of whether or not Review is initiated, Review is abandoned, Certification is denied, Certification is revoked, or this Agreement is terminated for any reason. Greenroads acknowledges that it does not own or exert control over Your, or Your clients/contractors, intellectual property. Any and all uses of such intellectual property will be done specifically in the furtherance of the Greenroads Certification program. You can learn more by reviewing the Trademark Policy.

4.4 Confidentiality

You may elect to make Your Project confidential during Registration, by selecting a Package that best fits the Owner's confidentiality needs. Projects obtaining Pilot Project status or Certification shall not be confidential. If You elect to impose confidential Project Review, You will be unable to share, disclose, advertise, or publicize the results of Your Review outside of Your company or organization. Projects requesting confidentiality must agree to and execute the Elective Confidentiality Addendum, which shall be incorporated into this Agreement by reference.

SECTION 5. REGISTRATION AND REVIEW OF YOUR PROJECT

5.1 Starting Registration

You are required to visit the Website, submit application forms, and assist Greenroads in validating Your Project. As part of this initial phase, You may be required to submit initial minimal documents, sufficient to substantiate or support the Project's existence, funding and qualification for Review. Greenroads reserves the right to contact You

during Registration and require these records within ten (10) days. Failure to provide requested minimal documents may result in termination of Registration and forfeiture of any fees paid, among other remedies available.

5.2 Completing Registration

Once Greenroads has verified Your Project, You are required to select a Package, accept the Agreement and proceed with payment of fees. Your Project has not completed Registration until You have accepted the Agreement, submitted the applicable Website Forms required by the Website, and paid all fees.

5.3 Review Fees

All Projects shall complete a Payment Schedule Addendum, which shall be incorporated into this Agreement by reference. After payment of the associated fees, Greenroads will begin its Review process. Full payment of all fees shall be required of all Reviews not pursuing certification, before Greenroads begins its Review. Fees for projects pursuing Certification are subject to the desired payment option outlined in Your Payment Schedule Addendum.

5.4 Requirements for Review

Payment of all fees may be required prior to the initiation of the Review process as stated in 5.3. You are also required to have submitted all requisite documentation, Project information, and Project personnel. Once Review is initiated, You are obligated to comply with the terms, conditions and provisions of the Greenroads Manual and the Project Handbook.

5.5 Following The Handbook

You have obligations under this Agreement and all other Policies. The Policies provide specific guidelines with which You must comply. A material failure to comply with any terms, conditions, provision or guidelines within the Policies shall be grounds for breach and immediate termination under Section 7. Furthermore, at a minimum, Your Project Review may be delayed, stopped, or incur additional costs in the event that You fail to meet the guidelines of the Handbook, or other Policies.

5.6 Review Benefits

You are entitled to the benefits of Review, provided under this Agreement and the Policies, only when Your Project is submitted for Registration, all fees are paid, and the Project is accepted by Greenroads. The benefits of Review include the right to use the Website and the Policies subject to the limitations in the Policies and this Agreement. Review benefits are not transferrable, without prior written consent of Greenroads (consent may be unreasonably withheld). Review benefits shall be terminated in the event that You abandon or are terminated from this Agreement.

5.7 Review Schedule

Your documents and submittals may be reviewed in accordance with the timelines set forth in the Project Handbook and as provided to You by the Greenroads staff. While Greenroads will strive to meet the time expectations set forth, it will not be held responsible for any delays, fines, losses, damages, or claims resulting from its delay. Please review Section 9 for more provisions regulating the limitation of Greenroads' liability.

5.8 Pilot Project Opt-In

Any and all Projects may be entitled to submit as a Pilot Project, provided that the Project meets the requirements of this Section. The Pilot Project program is outlined in the Project Handbook and on the Website, in detail. An Owner shall be entitled to submit only one (1) Project as a Pilot Project, over the entirety of the Owner's existence, unless otherwise permitted in writing by Greenroads. A Project may opt-in for Pilot Project status during Registration only. After payment of the associated fees, Greenroads will begin its Review process. Any Pilot Project may later be submitted for Certification, after payment of an additional fee pursuant to the Package that best fits the Project.

5.9 Pilot Project Benefits

You are entitled to the benefits of Pilot Project status, only when Your fees have been paid and You have been notified that the Review process has begun. The benefits of Pilot Project status include the right to communication with Greenroads and use of the Pilot Project Logo, subject to the Trademark & Copyright Policy, for three (3) years. Pilot Project benefits are not transferrable, without prior written consent of Greenroads (consent may be unreasonably withheld). Pilot Project benefits and associated status shall be terminated in the event that You abandon or are terminated from this Agreement.

SECTION 6. THE CERTIFICATION PROCESS

6.1 Certification Opt-In

Any and all Projects, including eligible Pilot Projects, may opt-in for Certification. Certification is the ultimate benefit provided by Greenroads, providing public acknowledgment to the success of Your Project. Projects may opt-in for Certification during Registration, or within sixty (60) days after completion of Your Review or Your Pilot Project. You must submit a written request to projects@greenroads.org in order to opt in to Certification after Registration. Once Your request is received, Greenroads will provide You with a fee schedule and an expected schedule for Certification. After payment of the associated fees, Greenroads will begin its Certification process.

6.2 Fees

Failure to pay fees timely may result in termination of Certification. In the event that Your previously authorized payment is cancelled, denied or returned, Your right to proceed in Certification will also be terminated. If You fail to pay fees for Certification of a Project, You may not submit that Project for Certification, again, in the future.

6.3 Certification Benefits

You are entitled to the benefits of Certification, only when Your fees have been paid and You have been notified that the Certification process has begun. The benefits of Certification include the right to communicate and publicize Your results, as well as use of the Logo(s), subject to the Trademark & Copyright Policy. Certification benefits are not transferrable, without prior written consent of Greenroads (consent may be unreasonably withheld). Certification benefits, and Certification itself, shall be terminated in the event that You abandon or are terminated from this Agreement, do not obtain Certification, or have Certification revoked.

6.4 Prohibitions

You agree that if Your Project is subject to the award of Greenroads Certification, denial of Greenroads Certification, or revocation of Greenroads Certification that You shall not register that same Project under the same version of the Greenroads Rating System.

6.5 Denial

If You fail to comply with anything in the Policies, Your Certification or Pilot Project status may be denied.

SECTION 7. TERMINATION OF AGREEMENT

7.1 Term

The Agreement begins on the date of acceptance and continues until termination for any reason in Section 7.2 through Section 7.5.

7.2 Termination By You

You may terminate this Agreement by notice to us at any time. If You terminate the Agreement, You will forfeit any fees that have already been paid to Greenroads. If special circumstances arise that require You to terminate this Agreement, Greenroads may elect, at its sole option, to provide You with a reasonable refund.

7.3 Breach by You
We may elect to terminate this Agreement immediately, without notice to You, if You (a) fail to pay all fees required by Greenroads within thirty (30) days of registering a Project with Greenroads, or (b) commit a material breach of any term of this Agreement.

7.4 No Certification
The Agreement will terminate immediately after exhaustion of Certification rights, or if Certification is revoked or expires.

7.5 Abandonment or Assignment
This Agreement will terminate if more than 50% of Your ownership of the Project is terminated, transferred, or disposed. The Project's new owner is entitled to seek Registration, but only after proper written notice to Greenroads (See Sec. 10).

7.6 After Termination
Greenroads is entitled to retain all fees after termination, regardless of the reason for termination. You shall no longer have any of the rights provided within this Agreement, including without limitation, those to the Logos, the Website, and other resources.

SECTION 8. REVOCATION OF STATUS

8.1 Truthfulness Required
We retain the right to revoke Greenroads Certification or Pilot Project status if we determine that the same was obtained based upon false or misleading information that You, or others authorized by You, provided to us. Certification may only be revoked under this Section if such information materially affects the grant of Greenroads Certification for Your Project.

8.2 Audit
You agree that at any time, upon reasonable suspicion that false or misleading information has been submitted, we may audit Your documentation and/or conduct a site visit at the location of Your Project as set forth in the Policies. In the event that we are not provided access to site or to documents, after ten (10) days notice, Greenroads has the right and sole option to revoke Greenroads Certification from Your Project.

8.3 Failure to Maintain Credits
If Greenroads receives verifiable first-hand information that the Project has failed to maintain credits, which materially affect the Project's Certification, Greenroads reserves the right to audit and examine the Project site and documents. If Greenroads elects to audit and examine the site and documents, it shall provide five (5) days written notice. If denied access after notice, Greenroads has the right and sole option to revoke Greenroads Certification from Your Project. If Your Certification has been revoked, Your recourse is limited to the Petition Policy provided in the Project Handbook.

SECTION 9. LIABILITY AND RESPONSIBILITY

9.1 Limits on Default
Greenroads is a non-profit organization formed with the educational and environmental purpose of making better and more sustainable roads. In order to properly preserve the standards that we promote, Greenroads requires a degree of discretion with regard to meeting time objectives, reviewing guidelines, and meeting other criteria and obligations. Therefore, You agree to waive any and all claims, demands, or arguments related to or arising from Greenroads' decision not to certify Your Project. Further, Greenroads shall not be considered in default or breach of this Agreement, or required to return any fees, except in the case of wanton and willful misconduct or gross negligence.

9.2 Notice of Claims

Greenroads limits the amount of time within which You can bring any and all claims for loss, damage, expense, cost or other recovery. If You have sustained a claim or have been damaged in any way by Greenroads, then You must provide immediate written notice to Greenroads, no later than ninety (90) days after You learn of the act or omission that led to Your claim or damage. You, or any assignee or subrogee, agree that the written notice required by this section is a condition precedent to filing a legal action; no person shall be entitled to raise any claim, action, or proceeding unless first having complied with this express condition of written notice.

9.3 Limitation of Liability

If for any reason, allowable under this Agreement, Greenroads is found to be in default of this Agreement and liable to You, then the maximum amount that You are entitled to recover from us, for any and all claims, injuries, expenses, losses, and damages, cumulatively, shall be limited to (a) the total amount of fees that You have paid to Greenroads, less any refunds already issued, plus (b) a liquidated sum of no more than $5,000.00. You have considered this limitation clause and agree that the liquidated sum provided is more than adequate to cover Your expected claims, loss or damages.

9.4 No Warranty

Greenroads expressly disclaims any and all warranties including the warranty of habitability, merchantability, fitness for a particular purpose, and/or anything else, to the furthest extent permitted by law. It is understood and agreed that there are no warranties, express or implied, as to the safety, structure, compatibility or suitability of any Project that Greenroads examines or certifies. Greenroads does not warrant or suggest the suitability and safety of, any road, passage, way or path. Greenroads will not be held responsible or liable to any party who relies on, or expects, Greenroads Certification.

9.5 Indemnification

You agree to defend, indemnify and hold harmless Greenroads from and against any and all liabilities of every nature, including but not limited to consequential, incidental and special damages, costs, claims, penalties, fines, forfeitures, causes of action, or suits and the costs and expenses incident thereto, including costs of defense, negotiation, preparation, settlement and reasonable attorneys' fees, which Greenroads may incur, suffer, or be responsible for, by reason of their involvement in Your Project. Involvement in Your Project includes, without limitation, the Registration, Review, Certification, auditing, monitoring, and/or revoking the Certification of Your Project. Your obligation to defend, indemnify and hold harmless Greenroads shall not apply in the event that the loss or damages complained of were the direct result of Greenroads' wanton & willful conduct, gross negligence, material breach of this Agreement, or any actions taken for the sole purpose of promoting Greenroads.

9.6 Disputes

Greenroads expects to work out any disputes with You, and without further intervention. Therefore, You agree that no action shall be raised, filed or brought until after the expiration of sixty (60) days from the date a proper written notice of claim is raised under Section 9.2. If a premature claim is raised, it shall be dismissible as untimely. You agree that any and all claims and causes of action that You have or acquire against Greenroads shall be commenced in and decided exclusively by a court of competent jurisdiction located in the King County, Washington, United States of America. You agree to submit to the personal and exclusive jurisdiction of the courts located in King County, Washington, United States of America. You waive all defenses and arguments that the courts located in the King County, Washington, United States of America, to challenge forum or venue, for any reason. You knowingly and intelligently waive Your right to a jury trial with respect to any and all claims.

9.7 Elective Arbitration

In the event, that a dispute is filed with a court of competent jurisdiction, Greenroads reserves the right to compel arbitration of the dispute with JAMS, Inc. In the event that Greenroads compels arbitration, the parties shall split all costs of arbitration, including the costs for the initiation of such arbitration proceeding, and pay those costs as they become due. Venue for any arbitration proceeding hereunder shall be in Seattle, Washington. You agree to moderate discovery procedures, including production of documentation, inspection of property, interrogatories

not to exceed twenty-five, and requests for admissions not to exceed twenty-five. Any and all arbitration proceedings shall be heard within one calendar day, not to exceed eight hours and the arbitrator's award shall be returnable within no more than ten (10) days from the date of the hearing. Any and all arbitration awards, or payments resulting from such awards, shall remain confidential and shall not be disclosed without a mandate by court order. No arbitration award shall be filed for confirmation as judgment before twenty (20) days from the date of issuance.

9.8 No Consequential Damages

You understand that as a non-profit organization with a limited project role, Greenroads is unable to foresee Your project's expectations. You agree that Greenroads will not be responsible for any consequential losses and You agree to waive such claims.

SECTION 10. ADDITIONAL TERMS & CONDITIONS

10.1 Notices

The forms and submissions that You complete shall provide valuable information to Greenroads. One piece of important information is Your e-mail address. You should provide an e-mail that You readily check. Any and all notices to You, required by this Agreement and by other Policies, shall be issued exclusively to Your E-Mail and effective immediately after sent. Any and all notices to Greenroads, required by this Agreement and other Policies, shall be made exclusively in writing and sent to **both** of the following two addresses:

a. electronic mail to: legal@greenroads.org; and
b. U.S. certified mail to **Greenroads Foundation**
8201 164th Avenue NE Suite 200
Redmond, Washington 98052

10.2 Governing Law

This Agreement and any and all of the Policies are governed by the laws of the State of Washington, United States of America, without regard to its conflicts of law rules. This provision applies to all claims and causes of action.

10.3 Assignments & Third Parties

You shall not assign this Agreement in whole or in part without the prior written consent of Greenroads. You shall request permission to assign no less than twenty (20) days before the date of any assignment. Any subcontracts, orders, accounts, or agreements that You enter into, shall incorporate, include and reference the provisions of this Agreement. Greenroads is entitled to assign any part of this Agreement, or designate responsibility for Greenroads' obligations hereunder, without notice to You.

10.4 Amendment/Modification

Any and all amendments, modification, changes, additions or subtractions to this Agreement and/or any of the Policies must be set forth in a writing signed and executed by both Parties, or otherwise it shall be considered unenforceable.

10.5 Entire Agreement

This Agreement, inclusive of the Policies, set forth all the covenants, promises, agreements, conditions, and understandings between the Parties concerning the entirety of their agreement and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than those stated herein. All prior proposals, promises, and understandings relating to the subject matter of this Agreement, whether written or oral, are null and void and have been superseded by this Agreement.

10.6 Interpreting the Contract

If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or

enforceability of this Agreement or other sections of this Agreement. Any section or provision deemed unenforceable shall be interpreted as narrowly as permissible by law and enforced. Any section or provision, which is intended to survive termination of this Agreement, shall survive and be enforceable. Any waiver by either party of any provision or condition of this Agreement must be expressed in writing and shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition. This Agreement and Policies shall be considered mutually negotiated, shall be given neutral interpretation, and shall not be interpreted against Greenroads.

REVIEW AGREEMENT ACCEPTANCE & ACKNOWLEDGMENT

I, the Project Owner (or Agent as confirmed below) have read, reviewed and understood the terms and conditions above and the Policies that comprise the Greenroads Review Agreement.

Further, I have reviewed the Packages provided to me by Greenroads. The Project will obtain the following Package, in accordance with this Agreement:	Additionally, the Project listed at the top of this Agreement will submit for:
☒ Basic Project Review ☐ Phased Project Review* ☐ Capital Improvements Program (CIP) Package* ☐ Agency Review Package* ☐ Consultant & Contractor Package* ☐ Other† *Complete and attach the Multiple Project Addendum to this Agreement. †Attach additional documents for scope of work.	☐ Greenroads Certification ☒ Greenroads Pilot Project ☐ Greenroads Review – Confidential*† ☐ Greenroads Review – Other*† *Complete and attach the Statement of Confidentiality Addendum to this agreement. †Attach additional documents for additional terms.

*The total amount of fees being submitted to Greenroads, in accordance with this Agreement (**Additional Fees May Apply**):*

$ 4,995.00 *(USD)*

Complete and attach the Payment Schedule Addendum to this Agreement.

Project Owner/Agent	***Greenroads Foundation***
X Date	*X* *Date* 11/7/11
Print Name: _____ Role/Title: _____ Select One: ☐ Owner ☐ Agent* *Complete and attach the Agency Addendum to this Agreement.	*Print Name:* Jeralee Anderson *Role/Title:* Executive Director

Approved as to form

John S. Ridilla 11/17/11

John S. Ridilla Date

Deputy City Attorney

NOVATION FORM

ADDENDUM TO GREENROADS™ PROJECT REVIEW AGREEMENT

Released August 18, 2011. Italics indicate areas to be completed by Greenroads Foundation.

Project Name:	North and South Environmental Enhancement Areas at Floyd Lamb Park
Greenroads Project No.:	11USNV001
Primary Owner:	City of Las Vegas Public Works
Agent (If Applicable):	
Contact Name:	Jeremy Leavitt

This Novation Form is mutually negotiated between You, the Owner provided above, and Greenroads Foundation, in order to amend, alter and/or supplement the general terms of the Greenroads Project Review Agreement for the above-referenced projects. None of the terms in the Review Agreement shall be amended or changed unless specifically changed by this Novation Form. Any conflicts between the terms of the Review Agreement and this Novation Form shall be decided in favor of this Novation Form. If a Review Agreement term is not directly impacted by something on this Novation Form, it shall remain in force with full effect. Furthermore, if You have multiple Review Agreements with Greenroads, this Novation Form only effects those that control the projects referenced above.

SECTION A. EXCLUSIONS TO REVIEW AGREEMENT

A.1 Government Bodies & Agencies Not Located in Washington State

This exclusion clause applies because Greenroads has determined that You are a federal, state or local government, or body or agency of a federal, state or local government (a "Government Agency"). As a Government Agency, the following clauses do not apply to You: 9.1, Limits on Default; 9.3 Limitation of Liability; 9.5 Indemnification; and 10.2, Governing Law. Additionally, the Elective Arbitration in 9.7 shall be mutually compellable and shall be held at a mutually agreeable location.

SECTION B. OTHER MODIFIED TERMS

None.

SECTION C. ADDITIONAL TERMS

None.

Project Owner/Agent	***Greenroads Foundation***
X Date	X *Date* 11/7/11
Print Name: _____	*Print Name:* Jeralee Anderson
Role/Title: _____	*Role/Title:* Executive Director
Select One: ☐ Owner ☐ Agent*	
*Complete and attach the Agency Addendum to this Agreement.	

Approved as to form

John S. Ridilla 11/7/11

John S. Ridilla Date

Deputy City Attorney

PAYMENT SCHEDULE

ADDENDUM TO GREENROADS™ PROJECT REVIEW AGREEMENT

Released August 18, 2011. Italics indicate areas to be completed by Greenroads Foundation.

Complete this addendum for all Projects under Review.

Schedule applies to these Greenroads Project No.(s):	11USNV001		

1. See attached invoice for total amount due on signing.

2. Select desired Payment Schedule for invoicing by checking ONE option in left column. Work may commence upon receipt of first payment according to schedule below.

No.	Schedule	% Due Upon Signing	Total Payment Amounts
1	☒ Pay in full†	100%	$ 4,995.00
2	☐ 20%/50%/30% Plan per Greenroads Project Handbook	20%	$ *Due Upon Signing* $ *Due Upon Preliminary Review Submittal* $ *Due Upon Final Review Submittal*
3	☐ Initial registration fee + monthly billing Expected Final Completion Date of Project Construction (MM/YY):	$500 + first monthly payment	*Expected Duration†† of Project* *months* $ *Due Upon Signing* $ *Due Monthly for Expected Duration††* *Last Payment Due In (MM/YY):*

†2% discount applies to fee listed in Item 1 for Certification Reviews only. Discount is applied upon issuance of invoice for Certification Reviews.

††Expected Duration is total amount of time expected between signing of Agreement and final completion of construction, regardless of when construction reaches final completion.

3. Select desired payment form. This selection can be changed at any time via our online billing system on verbal or email request.

Form of Payment

☒ Check*

☐ Credit Card (VISA, MC, AMEX, Discover) via Paypal*

☐ Electronic Funds Transfer via PaypalX**

**Preferred by Greenroads.*

***For business to business transactions only. Requires one-time setup of free, secure Paypal account (if You do not already have one.)*

4. Select desired invoicing method. This option may not be changed without written request.
   ****Additional fee may apply.****

Invoice Method
☐ Email Only*
☐ Email and Mail. **Additional $10 fee applies. See explanation on following page.**
☐ Email Only and add a $10 donation to Greenroads Foundation's Plant-a-Billion Fund in the name of the project.

Add $10.00 per mailed invoice. This fee covers the lifecycle costs of mailing invoices and receipts, such as mailing supplies, postage, and also the carbon dioxide offset costs (approximately 21g per letter according to the 2008 Pitney Bowes, Inc. study). We will send the remainder of the $10.00 fee to our Greenroads-sponsored Plant-a-Billion fund in your project's name through the Nature Conservancy, a top-rated U.S. charity, in cooperation with the United Nations Environment Programme (UNEP).

- See more about the Plant-a-Billion project by UNEP at: http://www.unep.org/billiontreecampaign/
- See more on the Environmental Impacts of Mail (Pitney Bowes, Inc., 2008) http://www.pb.com/bv70/en_US/extranet/landingpages/Environ_Impact_Mail_Web.pdf

5. **List any additional email address(es) to send copy of invoice (i.e. your project's account manager):**

   a.

   b.

   c.

   d.

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:

For possible action to approve Project Review Agreement No. 11USNV002 between the City of Las Vegas and the Greenroads Foundation for review and certification of the Downtown Pedestrian and Bicycle Improvements project located; 1st Street from Hoover Avenue to Garces Avenue and from Bonneville Avenue to Bridger Avenue; Bridger Avenue from Main Street to 6th Street; Garces Avenue from Main Street to 6th Street; 3rd Street from Charleston Boulevard to Fremont Street; and 6th Street from Charleston Boulevard to Stewart Avenue ($5,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

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

Amount: $5000
Funding Source: CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas is currently under design for the Downtown Pedestrian and Bicycle Improvements project. This Project Review Agreement with the Greenroads Foundation will allow for scoring of the project components for possible Greenroads Certification, which is a new sustainability certification for work within public right-of-way.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Project Review Agreement No. 11USNV002

GREENROADS FOUNDATION

GREENROADS™ PROJECT REVIEW AGREEMENT

Released August 18, 2011. Italicized areas to be completed by Greenroads Foundation.

Project Name:	Downtown Pedestrian and Bicycle Improvements Project		
Greenroads Project No.:	11USNV002		
Related Greenroads Project No.(s):	11USNV003	11USNV005	
	11USNV004		
Primary Owner:	City of Las Vegas Public Works		
Agent (If Applicable):			
Contact Name:	Jeremy Leavitt		
Business Address:	Capital Project Management, 333 N. Rancho Drive, 9th Floor, Las Vegas, NV 89106		
Business E-Mail:	jeleavitt@LasVegasNevada.gov		
Business Phone:	702-229-6278	Ext:	

BY SUBMITTING YOUR PROJECT FOR REGISTRATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, ARE FULLY AWARE OF, AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS, AND PROVISIONS.

SECTION 1. OUR AGREEMENT

1.1 The Scope

This Greenroads Project Review Agreement, hereafter referred to as this "Agreement," is entered into by and between the registered Project's owner ("You," "Your," Yourself") and the Greenroads Foundation, a non-profit corporation located at 8201 164th Avenue Northeast, Suite 200, Redmond, WA 98052. Hereafter, Greenroads (or as "Us," "Our," "We") refers to the Greenroads Foundation and any of its licensors, employees, directors, officers, agents, assigns, and subcontractors. You have accepted this Agreement to specifically seek the review of Your roadway Project in accordance with Greenroads' proprietary Rating System. The effective date of this Agreement shall be the date that You accept this Agreement, by Registration of Your Project. Be advised that terms are defined at different places within this document, or in other documents that are incorporated by reference in Section 1.4 or in the addenda to this Agreement. But, each term shall hold the same meaning throughout this document and the incorporated documents, at all times.

1.2 Our Relationship

Greenroads has been asked to Review Your Project and determine whether it meets the Project Requirements and Voluntary Credits of its Rating System. You have already selected a particular service package offered to You by Greenroads, on its website (the "Package"). Each Package is described on the website along with a scope of the work and a description of relevant documents. In addition to the Package You may also select a Confidential Review, Pilot Project Review or Certification Review, which are described at length below and in the Policies. In order to effectuate any Review, You are required to register Your Project online at www.Greenroads.us (the "Website"), review the Greenroads Manual and comply with the Project Handbook. These documents may be found on the Website, in the section marked "Policies." The Project Handbook requires You to submit various information and documents through online data forms and transmissions (the "Website Forms") throughout the Certification process. Additionally, Your use of the Website is governed by the Website Terms, a collection of terms, conditions, and provisions located on the Website. If Your comply with Greenroads' requirements, meet Your obligations, and illustrate that Your Project meets the requirements of the Rating System, You may be entitled to Certification by Greenroads. This legal and binding set of terms, conditions and provisions will govern Your relationship with Greenroads (referred to as the "Agreement").

1.3 Your Project

You certify that You are the "Owner" of the "Project" and shall complete a written Agency Addendum, which shall be incorporated into this Agreement by reference. The Project contains all of the real property, land, improvements, fixtures and installments that comprise of the area that Greenroads will Review. To be the Owner, You must maintain the legal right to hold, control and dispose of the real property upon which the Project is situated. If You are not the Owner, You must be the authorized "Agent" of the Owner. If You are an Agent, You hereby acknowledge that You have actual authority, in writing, to accept this Agreement on the Owner's behalf, and You understand that We are relying upon Your representation. If Your agency fails, You shall become personally bound and liable and We may seek to terminate this Agreement. We will have You and the rightful Owner execute an Agency Addendum, simultaneously with this Agreement.

1.4 The Policies

This Agreement consists of the terms, conditions, and provisions expressly set forth herein as well as the following documents, which are hereby incorporated by reference in their entirety, and referred to as the "Policies" (each of these documents are provided to You and many are located on the Website, in the "Policies" section at the bottom of the page):

i. Greenroads Manual – Located on Website in the "Manual" Section
ii. Project Handbook – Located on Website in the "Policies" Section
iii. Website Terms – Located on Website in the "Policies" Section
iv. Trademark Policy - Located on Website in the "Policies" Section
v. Privacy Policy - Located on Website in the "Policies" Section
vi. Packages - Located on Website in the "Project" Section
vii. Website Forms – These are any data, submission, or entry forms located on the Website and used during Registration, Review and/or Certification.

You agree that You shall comply with the terms, conditions and provisions of these incorporated documents whether or not any particular term, condition, or provision of such documents is specifically referenced in this Agreement. The Policies are intended to be interpreted contemporaneously with one another, but in the event of any conflict or discrepancy between the terms, conditions, or provisions of the any of the Policies, the documents shall take precedence in the following order: this Agreement; followed by the Project Handbook, followed by the Greenroads Manual, followed by the Website Forms, Trademark Policy, Privacy Policy and then the Website Terms.

1.5 Versions

The Policies may be changed from time to time, without notice to You, as Greenroads determines necessary. It is Your responsibility to review the most recent Policies at the time of acceptance of this Agreement. The Policies in effect at the time of Your acceptance will be the applicable Policies, including the rating and accreditation system, that Greenroads with use to conduct its Review and its Certification, if you opt in for Certification. You are entitled to opt in to any newly released version of the Greenroads Rating System, by providing written notice to Greenroads, no later than twenty (20) days prior to a scheduled date for the issuance of Certification. Failure to bring timely notice will not necessarily bar You from upgrading, but Certification may first be issued under the prior Rating System. Thereafter, You are entitled to a Certification Review under the newly released version, for a separate fee.

SECTION 2. TERMS INCORPORATED INTO THIS AGREEMENT

2.1 You.

Pursuant to this Agreement, Your workers and contractors are obligated to comply with the same obligations that You have to Greenroads. Thus, as used herein, the words "You," "Your," and "Yourself" refer to the person or entity accepting this Agreement as Owner and/or Agent, and any of their employees, directors, officers, subcontractors, and permissible assigns.

2.2 Registration
The term "Registration" as stated at any time in this Agreement, above and below, refers to the process through which a Project is referred to, listed with, or submitted to, Greenroads. This process includes the use of the Website, completion and submission of all applicable application forms, compliance with the Policies and an initial submission of records to verify the existence and funding of the Project. Registration is concluded by selection of the Package of services, acceptance of this Agreement and the remittance of all applicable fees.

2.3 Review
The term "Review" as stated at any time in this Agreement, above and below, refers to the process that follows Registration, after payment of fees, through which a Project is examined by Greenroads in accordance with its Rating System, pursuant to the Package that You have selected.

2.4 Pilot Project
The term "Pilot Project" as used in this Agreement or the Policies refers to Our acknowledgement that You and Your Project each (a) meet special eligibility requirements, (b) have complied with the Policies and applicable rules, (c) have completed Registration as a "Pilot Project" and (d) have initiated the Review Process. The purpose of a Pilot Project is to utilize the Greenroads Review process as an educational experience for the Owner and the Project. A Pilot Project provides (a) examination of the Project by Greenroads in accordance with its Rating System and (b) public recognition of Your Project for Your participation and good faith partnership with Greenroads Foundation. Opting in for a Pilot Project may require the payment of an additional fee. Only Owners or their authorized Agent are eligible to opt-in to Pilot Project status, at the sole discretion of Greenroads.

2.5 Certification
The term "Certification" as stated at any time in this Agreement, above and below, refers to Our determination that You and Your Project have complied with the Policies and applicable rules, that Your Project has obtained the prerequisite Project Requirements and that Your Project has accumulated the minimum number of voluntary credits necessary to achieve a particular level of Greenroads Certification, such as Greenroads Certified™, Greenroads Silver™, Greenroads Gold™ or Greenroads Evergreen™ as outlined in the Greenroads Manual. Certification may require the payment of an additional fee pursuant to the Package that You have selected. Only Owners or their authorized Agent may elect to pursue Certification.

SECTION 3. THE GREENROADS WEBSITE INTERFACE

3.1 The Website
The Website is a piece of proprietary software created by the University of Washington, and exclusively licensed to Greenroads, to facilitate the Registration, Review and Certification processes. Greenroads requires that every potential registrant become accustomed to the manner in which the Website operates – this includes You. You agree to expend the time necessary to learn the functions of the Website and acknowledge that the Website does not present any particular problems or limitations. You shall comply with the Website Terms and navigating the Website.

3.2 Submission Responsibility
The Website will be used as a conduit for the submission of information, documents and other data. While Greenroads expends time to ensure that the Website and Website Forms are valid and functional, it is Your responsibility to ensure that all information and data submitted is correct and verified. If Your information and data is incorrectly submitted, You understand and agree that the Certification of Your Project may be denied. You should consult the Project Handbook for more information on Your submissions.

3.3 Website Issues
In the event that You notice a problem with the Website, Website Forms or any of Your submissions of information or data, You must immediately notify Greenroads in writing by sending e-mail to support@greenroads.org. Because these types of errors require immediate rectification, You must send notice no later than three (3) days

from Your discovery of the problem, or otherwise any information or data submitted may be accepted by Greenroads as first submitted. Greenroads reserves the right to allow additional time, at its sole discretion.

3.4 Website Updates

You understand that Greenroads is always evolving. Greenroads may change the Website's interface, Website Terms, Website Forms, and other Policies at any time. It is Your responsibility to check the Website regularly to determine whether the terms, conditions and provisions have changed. Your continued use of the Website constitutes agreement and acceptance with any new terms, conditions or provisions.

SECTION 4. USE OF INTELLECTUAL PROPERTY

4.1 Greenroads Intellectual Property

Greenroads™ and all Logos are the registered and unregistered trademarks and proprietary marks of the University of Washington, exclusively licensed by the Greenroads Foundation. The Website and the Policies are all subject to copyright. All Greenroads intellectual property is extremely valuable to Greenroads and is protected to the largest extent possible by foreign and domestic laws. Infringement upon or misuse of this intellectual property is a material breach of this Agreement and violation of law. There are additional terms, conditions and provisions that You agree to comply with in Our Website Terms and Trademark Policy.

4.2 Temporary Use

After Registration and during the course of Review, We will permit You to use only those applicable trademarks, service marks, logos, and images (the "Logo(s)") as provided by the Trademark Policy. You understand and agree that should Your Project be awarded Greenroads Certification or Pilot Project status, we may provide You with a limited, non-exclusive, revocable and temporary license to use the necessary Logo at the Project, or in promotion of the Project. Any rights provided to You by Greenroads to use its Logo(s) shall be restricted by the Trademark Policy and a sublicense agreement, and it may be revoked for misuse or termination of Certification.

4.3 Your Intellectual Property

In order to facilitate Review, You will be required to submit information and data to Greenroads, some of which might be protected by law and contract. You hereby grant Us a non-exclusive, irrevocable but limited license to access, view and use any and all data, communications and information submitted to Us, in any way. You also provide us with a right to use, publish to any source, and display any and all information, communications, content and/or data that You provide to Us. Any and all rights that We obtain under this section shall be transferable and shall be retained by Us regardless of whether or not Review is initiated, Review is abandoned, Certification is denied, Certification is revoked, or this Agreement is terminated for any reason. Greenroads acknowledges that it does not own or exert control over Your, or Your clients/contractors, intellectual property. Any and all uses of such intellectual property will be done specifically in the furtherance of the Greenroads Certification program. You can learn more by reviewing the Trademark Policy.

4.4 Confidentiality

You may elect to make Your Project confidential during Registration, by selecting a Package that best fits the Owner's confidentiality needs. Projects obtaining Pilot Project status or Certification shall not be confidential. If You elect to impose confidential Project Review, You will be unable to share, disclose, advertise, or publicize the results of Your Review outside of Your company or organization. Projects requesting confidentiality must agree to and execute the Elective Confidentiality Addendum, which shall be incorporated into this Agreement by reference.

SECTION 5. REGISTRATION AND REVIEW OF YOUR PROJECT

5.1 Starting Registration

You are required to visit the Website, submit application forms, and assist Greenroads in validating Your Project. As part of this initial phase, You may be required to submit initial minimal documents, sufficient to substantiate or support the Project's existence, funding and qualification for Review. Greenroads reserves the right to contact You

during Registration and require these records within ten (10) days. Failure to provide requested minimal documents may result in termination of Registration and forfeiture of any fees paid, among other remedies available.

5.2 Completing Registration

Once Greenroads has verified Your Project, You are required to select a Package, accept the Agreement and proceed with payment of fees. Your Project has not completed Registration until You have accepted the Agreement, submitted the applicable Website Forms required by the Website, and paid all fees.

5.3 Review Fees

All Projects shall complete a Payment Schedule Addendum, which shall be incorporated into this Agreement by reference. After payment of the associated fees, Greenroads will begin its Review process. Full payment of all fees shall be required of all Reviews not pursuing certification, before Greenroads begins its Review. Fees for projects pursuing Certification are subject to the desired payment option outlined in Your Payment Schedule Addendum.

5.4 Requirements for Review

Payment of all fees may be required prior to the initiation of the Review process as stated in 5.3. You are also required to have submitted all requisite documentation, Project information, and Project personnel. Once Review is initiated, You are obligated to comply with the terms, conditions and provisions of the Greenroads Manual and the Project Handbook.

5.5 Following The Handbook

You have obligations under this Agreement and all other Policies. The Policies provide specific guidelines with which You must comply. A material failure to comply with any terms, conditions, provision or guidelines within the Policies shall be grounds for breach and immediate termination under Section 7. Furthermore, at a minimum, Your Project Review may be delayed, stopped, or incur additional costs in the event that You fail to meet the guidelines of the Handbook, or other Policies.

5.6 Review Benefits

You are entitled to the benefits of Review, provided under this Agreement and the Policies, only when Your Project is submitted for Registration, all fees are paid, and the Project is accepted by Greenroads. The benefits of Review include the right to use the Website and the Policies subject to the limitations in the Policies and this Agreement. Review benefits are not transferrable, without prior written consent of Greenroads (consent may be unreasonably withheld). Review benefits shall be terminated in the event that You abandon or are terminated from this Agreement.

5.7 Review Schedule

Your documents and submittals may be reviewed in accordance with the timelines set forth in the Project Handbook and as provided to You by the Greenroads staff. While Greenroads will strive to meet the time expectations set forth, it will not be held responsible for any delays, fines, losses, damages, or claims resulting from its delay. Please review Section 9 for more provisions regulating the limitation of Greenroads' liability.

5.8 Pilot Project Opt-In

Any and all Projects may be entitled to submit as a Pilot Project, provided that the Project meets the requirements of this Section. The Pilot Project program is outlined in the Project Handbook and on the Website, in detail. An Owner shall be entitled to submit only one (1) Project as a Pilot Project, over the entirety of the Owner's existence, unless otherwise permitted in writing by Greenroads. A Project may opt-in for Pilot Project status during Registration only. After payment of the associated fees, Greenroads will begin its Review process. Any Pilot Project may later be submitted for Certification, after payment of an additional fee pursuant to the Package that best fits the Project.

5.9 Pilot Project Benefits

You are entitled to the benefits of Pilot Project status, only when Your fees have been paid and You have been notified that the Review process has begun. The benefits of Pilot Project status include the right to communication with Greenroads and use of the Pilot Project Logo, subject to the Trademark & Copyright Policy, for three (3) years. Pilot Project benefits are not transferrable, without prior written consent of Greenroads (consent may be unreasonably withheld). Pilot Project benefits and associated status shall be terminated in the event that You abandon or are terminated from this Agreement.

SECTION 6. THE CERTIFICATION PROCESS

6.1 Certification Opt-In

Any and all Projects, including eligible Pilot Projects, may opt-in for Certification. Certification is the ultimate benefit provided by Greenroads, providing public acknowledgment to the success of Your Project. Projects may opt-in for Certification during Registration, or within sixty (60) days after completion of Your Review or Your Pilot Project. You must submit a written request to projects@greenroads.org in order to opt in to Certification after Registration. Once Your request is received, Greenroads will provide You with a fee schedule and an expected schedule for Certification. After payment of the associated fees, Greenroads will begin its Certification process.

6.2 Fees

Failure to pay fees timely may result in termination of Certification. In the event that Your previously authorized payment is cancelled, denied or returned, Your right to proceed in Certification will also be terminated. If You fail to pay fees for Certification of a Project, You may not submit that Project for Certification, again, in the future.

6.3 Certification Benefits

You are entitled to the benefits of Certification, only when Your fees have been paid and You have been notified that the Certification process has begun. The benefits of Certification include the right to communicate and publicize Your results, as well as use of the Logo(s), subject to the Trademark & Copyright Policy. Certification benefits are not transferrable, without prior written consent of Greenroads (consent may be unreasonably withheld). Certification benefits, and Certification itself, shall be terminated in the event that You abandon or are terminated from this Agreement, do not obtain Certification, or have Certification revoked.

6.4 Prohibitions

You agree that if Your Project is subject to the award of Greenroads Certification, denial of Greenroads Certification, or revocation of Greenroads Certification that You shall not register that same Project under the same version of the Greenroads Rating System.

6.5 Denial

If You fail to comply with anything in the Policies, Your Certification or Pilot Project status may be denied.

SECTION 7. TERMINATION OF AGREEMENT

7.1 Term

The Agreement begins on the date of acceptance and continues until termination for any reason in Section 7.2 through Section 7.5.

7.2 Termination By You

You may terminate this Agreement by notice to us at any time. If You terminate the Agreement, You will forfeit any fees that have already been paid to Greenroads. If special circumstances arise that require You to terminate this Agreement, Greenroads may elect, at its sole option, to provide You with a reasonable refund.

7.3 Breach by You
We may elect to terminate this Agreement immediately, without notice to You, if You (a) fail to pay all fees required by Greenroads within thirty (30) days of registering a Project with Greenroads, or (b) commit a material breach of any term of this Agreement.

7.4 No Certification
The Agreement will terminate immediately after exhaustion of Certification rights, or if Certification is revoked or expires.

7.5 Abandonment or Assignment
This Agreement will terminate if more than 50% of Your ownership of the Project is terminated, transferred, or disposed. The Project's new owner is entitled to seek Registration, but only after proper written notice to Greenroads (See Sec. 10).

7.6 After Termination
Greenroads is entitled to retain all fees after termination, regardless of the reason for termination. You shall no longer have any of the rights provided within this Agreement, including without limitation, those to the Logos, the Website, and other resources.

SECTION 8. REVOCATION OF STATUS

8.1 Truthfulness Required
We retain the right to revoke Greenroads Certification or Pilot Project status if we determine that the same was obtained based upon false or misleading information that You, or others authorized by You, provided to us. Certification may only be revoked under this Section if such information materially affects the grant of Greenroads Certification for Your Project.

8.2 Audit
You agree that at any time, upon reasonable suspicion that false or misleading information has been submitted, we may audit Your documentation and/or conduct a site visit at the location of Your Project as set forth in the Policies. In the event that we are not provided access to site or to documents, after ten (10) days notice, Greenroads has the right and sole option to revoke Greenroads Certification from Your Project.

8.3 Failure to Maintain Credits
If Greenroads receives verifiable first-hand information that the Project has failed to maintain credits, which materially affect the Project's Certification, Greenroads reserves the right to audit and examine the Project site and documents. If Greenroads elects to audit and examine the site and documents, it shall provide five (5) days written notice. If denied access after notice, Greenroads has the right and sole option to revoke Greenroads Certification from Your Project. If Your Certification has been revoked, Your recourse is limited to the Petition Policy provided in the Project Handbook.

SECTION 9. LIABILITY AND RESPONSIBILITY

9.1 Limits on Default
Greenroads is a non-profit organization formed with the educational and environmental purpose of making better and more sustainable roads. In order to properly preserve the standards that we promote, Greenroads requires a degree of discretion with regard to meeting time objectives, reviewing guidelines, and meeting other criteria and obligations. Therefore, You agree to waive any and all claims, demands, or arguments related to or arising from Greenroads' decision not to certify Your Project. Further, Greenroads shall not be considered in default or breach of this Agreement, or required to return any fees, except in the case of wanton and willful misconduct or gross negligence.

9.2 Notice of Claims

Greenroads limits the amount of time within which You can bring any and all claims for loss, damage, expense, cost or other recovery. If You have sustained a claim or have been damaged in any way by Greenroads, then You must provide immediate written notice to Greenroads, no later than ninety (90) days after You learn of the act or omission that led to Your claim or damage. You, or any assignee or subrogee, agree that the written notice required by this section is a condition precedent to filing a legal action; no person shall be entitled to raise any claim, action, or proceeding unless first having complied with this express condition of written notice.

9.3 Limitation of Liability

If for any reason, allowable under this Agreement, Greenroads is found to be in default of this Agreement and liable to You, then the maximum amount that You are entitled to recover from us, for any and all claims, injuries, expenses, losses, and damages, cumulatively, shall be limited to (a) the total amount of fees that You have paid to Greenroads, less any refunds already issued, plus (b) a liquidated sum of no more than $5,000.00. You have considered this limitation clause and agree that the liquidated sum provided is more than adequate to cover Your expected claims, loss or damages.

9.4 No Warranty

Greenroads expressly disclaims any and all warranties including the warranty of habitability, merchantability, fitness for a particular purpose, and/or anything else, to the furthest extent permitted by law. It is understood and agreed that there are no warranties, express or implied, as to the safety, structure, compatibility or suitability of any Project that Greenroads examines or certifies. Greenroads does not warrant or suggest the suitability and safety of, any road, passage, way or path. Greenroads will not be held responsible or liable to any party who relies on, or expects, Greenroads Certification.

9.5 Indemnification

You agree to defend, indemnify and hold harmless Greenroads from and against any and all liabilities of every nature, including but not limited to consequential, incidental and special damages, costs, claims, penalties, fines, forfeitures, causes of action, or suits and the costs and expenses incident thereto, including costs of defense, negotiation, preparation, settlement and reasonable attorneys' fees, which Greenroads may incur, suffer, or be responsible for, by reason of their involvement in Your Project. Involvement in Your Project includes, without limitation, the Registration, Review, Certification, auditing, monitoring, and/or revoking the Certification of Your Project. Your obligation to defend, indemnify and hold harmless Greenroads shall not apply in the event that the loss or damages complained of were the direct result of Greenroads' wanton & willful conduct, gross negligence, material breach of this Agreement, or any actions taken for the sole purpose of promoting Greenroads.

9.6 Disputes

Greenroads expects to work out any disputes with You, and without further intervention. Therefore, You agree that no action shall be raised, filed or brought until after the expiration of sixty (60) days from the date a proper written notice of claim is raised under Section 9.2. If a premature claim is raised, it shall be dismissible as untimely. You agree that any and all claims and causes of action that You have or acquire against Greenroads shall be commenced in and decided exclusively by a court of competent jurisdiction located in the King County, Washington, United States of America. You agree to submit to the personal and exclusive jurisdiction of the courts located in King County, Washington, United States of America. You waive all defenses and arguments that the courts located in the King County, Washington, United States of America, to challenge forum or venue, for any reason. You knowingly and intelligently waive Your right to a jury trial with respect to any and all claims.

9.7 Elective Arbitration

In the event, that a dispute is filed with a court of competent jurisdiction, Greenroads reserves the right to compel arbitration of the dispute with JAMS, Inc. In the event that Greenroads compels arbitration, the parties shall split all costs of arbitration, including the costs for the initiation of such arbitration proceeding, and pay those costs as they become due. Venue for any arbitration proceeding hereunder shall be in Seattle, Washington. You agree to moderate discovery procedures, including production of documentation, inspection of property, interrogatories

not to exceed twenty-five, and requests for admissions not to exceed twenty-five. Any and all arbitration proceedings shall be heard within one calendar day, not to exceed eight hours and the arbitrator's award shall be returnable within no more than ten (10) days from the date of the hearing. Any and all arbitration awards, or payments resulting from such awards, shall remain confidential and shall not be disclosed without a mandate by court order. No arbitration award shall be filed for confirmation as judgment before twenty (20) days from the date of issuance.

9.8 No Consequential Damages

You understand that as a non-profit organization with a limited project role, Greenroads is unable to foresee Your project's expectations. You agree that Greenroads will not be responsible for any consequential losses and You agree to waive such claims.

SECTION 10. ADDITIONAL TERMS & CONDITIONS

10.1 Notices

The forms and submissions that You complete shall provide valuable information to Greenroads. One piece of important information is Your e-mail address. You should provide an e-mail that You readily check. Any and all notices to You, required by this Agreement and by other Policies, shall be issued exclusively to Your E-Mail and effective immediately after sent. Any and all notices to Greenroads, required by this Agreement and other Policies, shall be made exclusively in writing and sent to **both** of the following two addresses:

a. electronic mail to: legal@greenroads.org; and
b. U.S. certified mail to **Greenroads Foundation**
8201 164th Avenue NE Suite 200
Redmond, Washington 98052

10.2 Governing Law

This Agreement and any and all of the Policies are governed by the laws of the State of Washington, United States of America, without regard to its conflicts of law rules. This provision applies to all claims and causes of action.

10.3 Assignments & Third Parties

You shall not assign this Agreement in whole or in part without the prior written consent of Greenroads. You shall request permission to assign no less than twenty (20) days before the date of any assignment. Any subcontracts, orders, accounts, or agreements that You enter into, shall incorporate, include and reference the provisions of this Agreement. Greenroads is entitled to assign any part of this Agreement, or designate responsibility for Greenroads' obligations hereunder, without notice to You.

10.4 Amendment/Modification

Any and all amendments, modification, changes, additions or subtractions to this Agreement and/or any of the Policies must be set forth in a writing signed and executed by both Parties, or otherwise it shall be considered unenforceable.

10.5 Entire Agreement

This Agreement, inclusive of the Policies, set forth all the covenants, promises, agreements, conditions, and understandings between the Parties concerning the entirety of their agreement and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than those stated herein. All prior proposals, promises, and understandings relating to the subject matter of this Agreement, whether written or oral, are null and void and have been superseded by this Agreement.

10.6 Interpreting the Contract

If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or

enforceability of this Agreement or other sections of this Agreement. Any section or provision deemed unenforceable shall be interpreted as narrowly as permissible by law and enforced. Any section or provision, which is intended to survive termination of this Agreement, shall survive and be enforceable. Any waiver by either party of any provision or condition of this Agreement must be expressed in writing and shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition. This Agreement and Policies shall be considered mutually negotiated, shall be given neutral interpretation, and shall not be interpreted against Greenroads.

REVIEW AGREEMENT ACCEPTANCE & ACKNOWLEDGMENT

I, the Project Owner (or Agent as confirmed below) have read, reviewed and understood the terms and conditions above and the Policies that comprise the Greenroads Review Agreement.

Further, I have reviewed the Packages provided to me by Greenroads. The Project will obtain the following Package, in accordance with this Agreement:	Additionally, the Project listed at the top of this Agreement will submit for:
☐ Basic Project Review ☐ Phased Project Review* ☒ Capital Improvements Program (CIP) Package* ☐ Agency Review Package* ☐ Consultant & Contractor Package* ☐ Other†	☒ Greenroads Certification ☐ Greenroads Pilot Project ☐ Greenroads Review – Confidential*† ☐ Greenroads Review – Other*†
*Complete and attach the Multiple Project Addendum to this Agreement. †Attach additional documents for scope of work.	*Complete and attach the Statement of Confidentiality Addendum to this agreement. †Attach additional documents for additional terms.

*The total amount of fees being submitted to Greenroads, in accordance with this Agreement (**Additional Fees May Apply**):*

$ 5,000.00 *(USD)*

Complete and attach the Payment Schedule Addendum to this Agreement.

Project Owner/Agent	***Greenroads Foundation***
X Date	X Date 11/7/11
Print Name: _____ Role/Title: _____ Select One: ☐ Owner ☐ Agent*	*Print Name:* Jeralee Anderson *Role/Title:* Executive Director
*Complete and attach the Agency Addendum to this Agreement.	

Approved as to form

John S. Ridilla 11/7/11

John S. Ridilla Date

Deputy City Attorney

NOVATION FORM

ADDENDUM TO GREENROADS™ PROJECT REVIEW AGREEMENT

Released August 18, 2011. Italics indicate areas to be completed by Greenroads Foundation.

Project Name:	Downtown Pedestrian and Bicycle Improvements Project
Greenroads Project No.:	11USNV002
Primary Owner:	City of Las Vegas Public Works
Agent (If Applicable):	
Contact Name:	Jeremy Leavitt

This Novation Form is mutually negotiated between You, the Owner provided above, and Greenroads Foundation, in order to amend, alter and/or supplement the general terms of the Greenroads Project Review Agreement for the above-referenced projects. None of the terms in the Review Agreement shall be amended or changed unless specifically changed by this Novation Form. Any conflicts between the terms of the Review Agreement and this Novation Form shall be decided in favor of this Novation Form. If a Review Agreement term is not directly impacted by something on this Novation Form, it shall remain in force with full effect. Furthermore, if You have multiple Review Agreements with Greenroads, this Novation Form only effects those that control the projects referenced above.

SECTION A. EXCLUSIONS TO REVIEW AGREEMENT

A.1 Government Bodies & Agencies Not Located in Washington State

This exclusion clause applies because Greenroads has determined that You are a federal, state or local government, or body or agency of a federal, state or local government (a "Government Agency"). As a Government Agency, the following clauses do not apply to You: 9.1, Limits on Default; 9.3 Limitation of Liability; 9.5 Indemnification; and 10.2, Governing Law. Additionally, the Elective Arbitration in 9.7 shall be mutually compellable and shall be held at a mutually agreeable location.

SECTION B. OTHER MODIFIED TERMS

None.

SECTION C. ADDITIONAL TERMS

None.

Project Owner/Agent	***Greenroads Foundation***
X Date	*X* *Date* 11/7/11
Print Name: _____	*Print Name:* Jeralee Anderson
Role/Title: _____	*Role/Title:* Executive Director
Select One: ☐ Owner ☐ Agent*	
*Complete and attach the Agency Addendum to this Agreement.	

Approved as to form

John S. Ridilla 11/17/11

John S. Ridilla Date

Deputy City Attorney

MULTIPLE PROJECT ADDENDUM

ADDENDUM TO GREENROADS™ PROJECT REVIEW AGREEMENT

Released August 18, 2011. Italics indicate areas to be completed by Greenroads Foundation.

Complete this addendum if the selected Review Package includes more than one project, such as: Phased Project Review, Capital Improvements Program (CIP) Package, Agency Review Package, or Consultant & Contractor Package. Each project reviewed as part of these of Packages needs its own unique name and Greenroads Project Number. Attach additional pages as needed.

☐ Check here if additional pages attached for other segments or phases.

Project Name:	1st Street from Hoover Avenue to Bridger Avenue	
Greenroads Project No.:	11USNV003	
Primary Owner:	City of Las Vegas Public Works	
Contact Name:	Jeremy Leavitt	
Business Address:	Capital Project Management, 333 N. Rancho Drive, 9th Floor, Las Vegas, NV 89106	
Business E-Mail:	jeleavitt@LasVegasNevada.gov	
Business Phone:	702-229-6278	Ext:

Project Name:	Garces Avenue from Main Street to 6th Street	
Greenroads Project No.:	11USNV004	
Primary Owner:	City of Las Vegas Public Works	
Contact Name:	Jeremy Leavitt	
Business Address:	Capital Project Management, 333 N. Rancho Drive, 9th Floor, Las Vegas, NV 89106	
Business E-Mail:	jeleavitt@LasVegasNevada.gov	
Business Phone:	702-229-6278	Ext:

Project Name:	3rd Street from Charleston Boulevard to Fremont Street	
Greenroads Project No.:	11USNV005	
Primary Owner:	City of Las Vegas Public Works	
Contact Name:	Jeremy Leavitt	
Business Address:	Capital Project Management, 333 N. Rancho Drive, 9th Floor, Las Vegas, NV 89106	
Business E-Mail:	jeleavitt@LasVegasNevada.gov	
Business Phone:	702-229-6278	Ext:

Project Name:		
Greenroads Project No.:		
Primary Owner:		
Contact Name:		
Business Address:		
Business E-Mail:		
Business Phone:		Ext:

PAYMENT SCHEDULE

ADDENDUM TO GREENROADS™ PROJECT REVIEW AGREEMENT

Released August 18, 2011. Italics indicate areas to be completed by Greenroads Foundation.

Complete this addendum for all Projects under Review.

Schedule applies to these Greenroads Project No.(s):	11USNV002	11USNV004	
	11USNV003	11USNV005	

1. **See attached invoice for total amount due on signing.**

2. **Select desired Payment Schedule for invoicing by checking ONE option in left column. Work may commence upon receipt of first payment according to schedule below.**

No.	Schedule	% Due Upon Signing	Total Payment Amounts
1	☒ Pay in full†	100%	$ 5,000.00
2	☐ 20%/50%/30% Plan per Greenroads Project Handbook	20%	$ 1,000.00 *Due Upon Signing* $ 2,500.00 *Due Upon Preliminary Review Submittal* $ 1,500.00 *Due Upon Final Review Submittal*
3	☐ Initial registration fee + monthly billing Expected Final Completion Date of Project Construction (MM/YY): 12/12	$500 + first monthly payment	*Expected Duration†† of Project* 13 *months* $ 846.15 *Due Upon Signing* $ 346.16 *Due Monthly for Expected Duration††* *Last Payment Due In (MM/YY):* 12/12

†*2% discount applies to fee listed in Item 1 for Certification Reviews only. Discount is applied upon issuance of invoice for Certification Reviews.*

††*Expected Duration is total amount of time expected between signing of Agreement and final completion of construction, regardless of when construction reaches final completion.*

3. **Select desired payment form. This selection can be changed at any time via our online billing system on verbal or email request.**

Form of Payment

☒ Check*

☐ Credit Card (VISA, MC, AMEX, Discover) via Paypal*

☐ Electronic Funds Transfer via PaypalX**

**Preferred by Greenroads.*

***For business to business transactions only. Requires one-time setup of free, secure Paypal account (if You do not already have one.)*

4. Select desired invoicing method. This option may not be changed without written request.
   ****Additional fee may apply.****

Invoice Method
☐ Email Only*
☐ Email and Mail. **Additional $10 fee applies. See explanation on following page.**
☐ Email Only and add a $10 donation to Greenroads Foundation's Plant-a-Billion Fund in the name of the project.

Add $10.00 per mailed invoice. This fee covers the lifecycle costs of mailing invoices and receipts, such as mailing supplies, postage, and also the carbon dioxide offset costs (approximately 21g per letter according to the 2008 Pitney Bowes, Inc. study). We will send the remainder of the $10.00 fee to our Greenroads-sponsored Plant-a-Billion fund in your project's name through the Nature Conservancy, a top-rated U.S. charity, in cooperation with the United Nations Environment Programme (UNEP).

- See more about the Plant-a-Billion project by UNEP at: http://www.unep.org/billiontreecampaign/
- See more on the Environmental Impacts of Mail (Pitney Bowes, Inc., 2008) http://www.pb.com/bv70/en_US/extranet/landingpages/Environ_Impact_Mail_Web.pdf

5. **List any additional email address(es) to send copy of invoice (i.e. your project's account manager):**

   a.

   b.

   c.

   d.

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
ADMINISTRATIVE:

Report on the proposed repository for high-level nuclear waste at Yucca Mountain from Bob Halstead, Executive Director of the Nevada Agency for Nuclear Projects, and Irene Navis, Emergency Manager for Clark County - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On June 3, 2008, the Department of Energy (DOE) filed a license application with the Nuclear Regulatory Commission (NRC) to construct a repository for high-level radioactive waste and spent nuclear fuel at Yucca Mountain in Nye County, Nevada. Subsequently, the DOE filed a Motion with the NRC's construction authorization board to withdraw the application on March 3, 2010. Bob Halstead will provide an update about the Federal and Court actions since that date, and the State's activities regarding Yucca Mountain. Irene Navis, Clark County's Emergency Manager, will provide a report on lessons learned from the Yucca Mountain Project, Clark County's current activities, and steps Clark County is taking to preserve 25 years of best practices and lessons learned as a result of Clark County's oversight program.

RECOMMENDATION:
Report only, no action

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action on the ratification of Nancy Deaner as the Director of the Office of Cultural Services ($107,229 annual salary + benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $107,229 + Benefits
Funding Source: General Fund
Dept./Division: Office of Cultural Affairs

PURPOSE/BACKGROUND:
A native Nevadan, Nancy Deaner grew up in Las Vegas and spent most of her early years attending both grade school and high school downtown. Nancy has both her Bachelor of Fine Arts and Master of Fine Arts degrees, having graduated with high distinction in 1991, the same year she started working for the city overseeing the visual arts programs. In 1994 Nancy became Assistant Manager for the Cultural Division and in 2002 she moved into the Manager's position. In 2006 she received the Governor's Arts Award for Service to the Arts for her early work on the development of two museums, the Neon Museum and the Mob Museum.

RECOMMENDATION:
Approve and ratify the appointment of Nancy Deaner to the position of Director of the Office of Cultural Affairs.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of Work Card Denial for Jorge Carrillo, db at Culinary Arts Catering, 317 South Valley View Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of Work Card Denial.

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.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of Work Card Denial for Willie Daniel Watson, db at 7-Eleven Food Store 27111, 6070 West Sahara Avenue - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of Work Card Denial.

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.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of Work Card Denial for Chalina Wright, db at Stratosphere Tower Casino & Hotel, 2000 South Las Vegas Boulevard - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of Work Card Denial.

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.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of Work Card Denial for Matthew Brian Rodgers, db at Vinter Grill, 10100 West Charleston Boulevard, Suite 150 - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of Work Card Denial.

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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
Discussion for possible action regarding the disposition of the Clean Water Coalition (CWC) connection fees refunded back to the City ($2,736,184 - Sanitation Operations and Maintenance Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,736,184
Funding Source: Sanitation Operations and Maintenance Fund
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Nevada Supreme Court May 26, 2011 ruling in favor of the Clean Water Coalition (CWC) freed up $62 million for distribution to the member agencies (City of Las Vegas, North Las Vegas, City of Henderson and Clark County). The city's portion was 25.96 percent, or approximately $16.1 million. At the September 21, 2011 City Council meeting, council approved the reimbursement of the user surcharge and the Sanitary Enterprise funds back into those accounts. This item is for the disbursement of the remaining CWC connection fees.

RECOMMENDATION:
That City Council approve the disposition of the CWC connection fees to the current property owners of the addresses where the fees were originally assessed.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-44 - For Possible Action - Establishes a parking program for qualified alternative fuel vehicles, as required by State law. Proposed by: Bradford R. Jerbic, City Attorney, and William Arent, Director of Economic and Urban Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
Assembly Bill 511 of the 2011 Session of the Nevada Legislature requires local governments to establish a program by which the operator of a qualified alternative fuel vehicle generally may park the vehicle without the payment of a parking fee at certain times in public parking lots, parking areas and metered parking zones. This bill will establish such a program, including the processes and standards by which it will be implemented.

RECOMMENDATION:
ADOPTION at the 12/21/2011 City Council Meeting pursuant to the 12/6/2011 Recommending Committee meeting

First Reading – 11/16/2011; First Publication – 12/08/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-44
2. Business Impact Statement

BILL NO. 2011-44

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A PARKING PROGRAM FOR QUALIFIED ALTERNATIVE FUEL VEHICLES, AS REQUIRED BY STATE LAW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
William Arent, Director of Economic and Urban Development

Summary: Establishes a parking program for qualified alternative fuel vehicles, as required by State law.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 66, consisting of Sections 10 to 80, inclusive, reading as follows:

11.66.010: For purposes of this Chapter, "qualified alternative fuel vehicle" has the meaning ascribed to that term in NRS 484A.197.

11.66.020: In accordance with and subject to the provisions of this Chapter, the City shall issue to the owner or long-term lessee of a qualified alternative fuel vehicle a distinctive decal, label or other identifier that clearly distinguishes the qualified alternative fuel vehicle from other vehicles.

11.66.030: The decal, label or other identifier described in LVMC 11.66.020 may be obtained by the owner or long-term lessee of a qualified alternative fuel vehicle by:

(A) Submitting an appropriate application to the Department of Detention and Enforcement or its designee, on forms developed or approved by the City;

(B) Providing such other documentation and verification as the Department or its designee may require, including without limitation:

(1) Documentation regarding vehicle identification, ownership and vehicle registration;

(2) Visual confirmation of vehicle identification and license plate information; and

(3) Certification or other verification by a duly-qualified third party

acceptable to the Department or its designee that the vehicle is a qualified alternative fuel vehicle, as defined in LVMC 11.66.010.

11.66.040: A decal, label or other identifier issued pursuant to this Chapter shall be valid for no more than one year, renewable upon application and upon such documentation and verification as the Department or its designee may require.

11.66.050: The Department or its designee is authorized to charge a fee of ten dollars for each decal, label or other identifier issued pursuant to this Chapter, whether in connection with initial issuance, renewal or replacement.

11.66.060: Except as otherwise provided in LVMC 11.66.070, the driver of a qualified alternative fuel vehicle displaying the distinctive decal, label or other identifier issued for that vehicle pursuant to this Chapter may:

(A) Stop, stand or park the qualified alternative fuel vehicle in any public metered parking zone within the City's parking enforcement jurisdiction without making payment therefor in a manner otherwise required; and

(B) Stop, stand or park the qualified alternative fuel vehicle in any public parking lot or parking area within the City's parking enforcement jurisdiction without paying the parking fee otherwise required.

11.66.070: Notwithstanding the provisions of LVMC 11.66.060, the driver of a qualified alternative fuel vehicle shall:

(A) Comply with any limits on the amount of time for stopping, standing or parking imposed on other drivers; and

(B) Pay applicable parking fees during certain special events or activities designated by the City, regardless of whether the vehicle displays a decal, label or other identifier issued pursuant to this Chapter.

11.66.080: (A) With respect to a decal, label or other identifier authorized or issued pursuant to this Chapter, it is unlawful for a person to:

(1) Fraudulently obtain such a decal, label or other identifier;

(2) Display such a decal, label or other identifier in or on a vehicle to which

the decal, label or other identifier does not pertain;

(3) Display in or on a vehicle an unauthorized replica of such a decal, label or other identifier; or

(4) Alter or mutilate the expiration date or identifying information on such a decal, label or other identifier, or display in or on a vehicle a decal, label or other identifier on which the expiration date or identifying information has been altered or mutilated.

(B) A notice of infraction or criminal citation pertaining to a violation of Subsection (A) of this Section may be issued and processed independent of any notice of infraction that pertains to parking at a location without payment having been made therefor and without displaying a valid decal, label or other identifier issued under this Chapter.

SECTION 2: Title 11, Chapter 10, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.130: [Wherever in this Title any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or wherever in this Title the doing of any act is required or the failure to do any act is declared to be unlawful, the sanction therefor is civil in nature in the monetary amount which is set forth in Sections 11.10.150 to 11.10.180, inclusive.]

(A) Subject to the provisions of Subsection (B), whenever in this Title an act relating to the stopping, standing or parking of a vehicle is prohibited or limited, or the violation of a such a prohibition or limitation is made or declared to be unlawful or an offense or a misdemeanor, the sanction therefor is civil in nature in the monetary amount which is set forth in Sections 11.10.150 to 11.10.180, inclusive.

(B) With respect to any particular violation of the following types, the City may proceed either by means of a criminal prosecution or by means of the civil infraction process set forth in Chapter 11.10:

(1) A violation of Sections 11.54.205, 11.65.110 or 11.66.080;

(2) A violation of any other provision of Title 11 pertaining to the stopping, standing or parking of a vehicle where the violation relates to the misuse of equipment, or involves fraud, deceit or misrepresentation, or where the language of the provision demonstrates a specific

intent for a criminal rather than civil sanction to be applied.

SECTION 3: Title 11, Chapter 10, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.180: (A) Except as provided in [Subsection (B) of this Section, for other parking infractions of the provisions of this Code,] this Section, for parking infractions other than those set forth in LVMC 11.10.160 and 11.10.170, the civil fine is twenty dollars.

(B) For abandoning or for stopping, standing or parking a vehicle in violation of LVMC 11.24.010 or 11.52.305, the civil fine is seventy-five dollars, plus any towing and storage fees which may be assessed in connection with the removal of the vehicle pursuant to this Title.

(C) For a violation of Subsection (A) of LVMC 11.66.080, the civil fine is five hundred dollars.

SECTION 4: This Ordinance shall become effective on January 1, 2012.

SECTION 5: Unless extended by ordinance, this Ordinance shall expire by limitation on January 1, 2018.

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 _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-26-11
_____
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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-44
(Establishes a parking program for qualified alternative fuel vehicles, as required by State law)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-44, that will establish a parking program for qualified alternative fuel vehicles, as required by State law.

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:

Not applicable

Beneficial effects:

Conform City ordinance to State law and provide businesses potential savings in parking costs

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Unknown, dependent on number of applicants

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Unknown, dependent on number of applicants

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 any costs of enforcement

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 26, 2011

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 7, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-46 – Removes the licensing and zoning provisions that prohibit Class III jewelry stores, pawnshops, auto pawn businesses and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue. Sponsored by: Mayor Carolyn G. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
For many years City licensing regulations (and later zoning regulations as well) have prohibited Class III jewelry stores, pawnshops and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue. A similar prohibition exists for Fremont Street. It is believed that such prohibitions were based on a historical view of what types of development along those corridors should include. It has been proposed by means of this bill to remove the prohibition regarding Las Vegas Boulevard.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2011-46

BILL NO. 2011-46

ORDINANCE NO. _____

AN ORDINANCE TO REMOVE THE LICENSING AND ZONING PROVISIONS THAT PROHIBIT CLASS III JEWELRY STORES, PAWN SHOPS, AUTO PAWN BUSINESSES AND SECONDHAND DEALERS FROM LOCATING ON LAS VEGAS BOULEVARD BETWEEN CHARLESTON BOULEVARD AND SAHARA AVENUE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Removes the licensing and zoning provisions that prohibit Class III jewelry stores, pawn shops, auto pawn businesses and secondhand dealers from locating on Las Vegas Boulevard between Charleston Boulevard and Sahara Avenue.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 74, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.74.050: A secondhand dealer's license must not be issued to a location on Fremont Street, **[**or on Las Vegas Boulevard South between Charleston Boulevard and Sahara Avenue, unless a variance has been granted, in accordance with the provisions of Title 19, permitting such use at that location.**]**

SECTION 2: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Jewelry Store, Class III" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Title 6.
2. No outdoor display, sales or storage of any merchandise shall be permitted.
3. No pawn shop shall be located on either side of Fremont Street, **[**or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.**]**

SECTION 3: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Jewelry Store, Class III" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

*1. The use shall comply with the applicable requirements of LVMC Title 6.

*2. No outdoor display, sales or storage of any merchandise shall be permitted.

*3. No such use shall be located on either side of Fremont Street, [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

SECTION 4: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Pawn Shop" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

2. No outdoor display, sales or storage of any merchandise shall be permitted.

3. No pawn shop shall be located on either side of Fremont Street, [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

4. No pawn shop use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no pawn shop use may be located closer than 1000 feet from any other pawn shop use or specified financial institution use. For purposes of this Regulation 4, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

SECTION 5: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Pawn Shop" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

*1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

*2. No outdoor display, sales or storage of any merchandise shall be permitted.

*3. No pawn shop shall be located on either side of Fremont Street, [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

4. No pawn shop use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no pawn shop use may be located closer than 1000 feet from any other pawn shop

use or specified financial institution use. For purposes of this Regulation 4, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

SECTION 6: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Pawn, Auto" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

2. Except for the parking of automobiles, no outdoor display, sales or storage of any merchandise shall be permitted.

3. Vehicles that have been pawned may not be parked or stored in parking spaces that are designated as off-street parking necessary to meet the minimum requirements of this [Subchapter] Section. Any parking or storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

4. No auto pawn use shall be located on either side of Fremont Street, [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

5. Window signs shall not:

a. Cover more than 20 percent of the area of all exterior windows;

b. Include flashing lights or neon lighting; or

c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.

6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

7. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).

8. No auto pawn use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto pawn use may be located closer than 1000 feet from any other auto pawn use, auto title loan use or specified financial institution use. For purposes of this Regulation 8, distances

shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

SECTION 7: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Pawn, Auto" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.

2. Except for the parking of automobiles, no outdoor display, sales or storage of any merchandise shall be permitted.

3. Vehicles that have been pawned may not be parked or stored in parking spaces that are designated as off-street parking necessary to meet the minimum requirements of this [Subchapter] Section. Any parking or storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

4. No auto pawn use shall be located on either side of Fremont Street. [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

5. Window signs shall not:

a. Cover more than 20 percent of the area of all exterior windows;

b. Include flashing lights or neon lighting; or

c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.

6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.

7. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).

8. No auto pawn use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto pawn use may be located closer than 1000 feet from any other auto pawn use, auto title loan use or specified financial institution use. For purposes of this Regulation 8, distances

shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

SECTION 8: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Secondhand Dealer" so that the list of Conditional Use Regulations applicable to that use reads as follows:

Conditional Use Regulations:

1. No outdoor display, sales or storage of any merchandise shall be permitted.
2. The use shall comply with the applicable requirements of LVMC Title 6.
3. No secondhand dealer shall be located on either side of Fremont Street. [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

SECTION 9: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Secondhand Dealer" so that the list of Minimum Special Use Permit Requirements applicable to that use reads as follows:

Minimum Special Use Permit Requirements:

*1. No outdoor display, sales or storage of any merchandise shall be permitted.
*2. The use shall comply with the applicable requirements of LVMC Title 6.
*3. No secondhand dealer shall be located on either side of Fremont Street. [or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.]

SECTION 10: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 9, inclusive, of this Ordinance.

SECTION 11: 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 12: 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-21-11
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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:
Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

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

SUBJECT:

For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn 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.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $1,918.55 and civil penalties in the amount of $25,950 recorded against the property located at 1925 Franklin Avenue. PROPERTY OWNER: BANK NEW YORK MELLON TRS - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from Todd Beeten, listing agent, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on June 1, 2011. There was one abatement action conducted on this property April 11, 2011. The lien was recorded at Clark County Recorder's Office on June 9, 2011 for $1,918.55 in costs and $25,950 in civil penalties. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated September 27, 2011 from Todd Beeten, listing agent, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $1,918.55 and civil penalties in the amount of $25,950 recorded against the property located at 1925 Franklin Avenue.
PROPERTY OWNER: BANK NEW YORK MELLON TRS – Ward 3 (Coffin)

Today's hearing is a request from Todd Beeten, listing agent, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on June 1, 2011. There was one abatement action conducted on this property April 11, 2011. The lien was recorded at Clark County Recorder's Office on June 9, 2011. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated September 27, 2011 from Todd Beeten, listing agent requesting the civil penalties be waived.

Fees associated with the one abatement and inspections total $1,918.55. Total owed on the case including civil penalties is $27,868.55. To date, no payments have been made.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY
Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Devin S. Smith
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 9/27/11

Location and/or address of subject property:

Nearest major intersection: Maryland Parkway / Sahara

Street Address: 1925 Franklin Avenue, Las Vegas, NV 89104

Parcel Number: 162-02-519-007

Applicant's Address/Contact Information:
Name: Todd Beeten
(please check the following the applies)
☐ Owner ☐ Purchaser ☑ Agent ☐ Other *(explain)*
Street Address/PO Box: 8337 W. Sunset Rd #150
City: Las Vegas State: NV Zip Code: 89113
Phone No: (702) 868-7115 E-mail: todd@beetenteam.com Fax No: (702) 317-3672

Property Owner's Address/Contact Information: **(if different from applicant):**
Name: Bank New York Mellon
Street Address/PO Box: 400 National Way
City: Simi Valley State: CA Zip Code: 93065-6414
Phone No: (702) 868-7115 E-mail: todd@beetenteam.com Fax No: (702) 317-3672

Amount of City of Las Vegas Lien on the Property: $ 28,000 +

Amount requested to be considered for waiving and/or reduced? $ 28,000 +

Signature of Applicant: Todd Beeten Date: 9/27/11

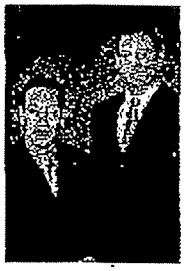
Signature of Owner: _____ Date: _____

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

OCT-07-2011 09:23 From: 8687116 To:3824341 Page:1/13

Prudential
Americana Group, REALTORS®

The Beeten Team



Prudential Americana Group Realtors
8337 W. Sunset Road
#150
Las Vegas, NV 89113

Phone: 702-868-7115
Fax.
Email: beetenteam@yahoo.com
Website: WWW.BEETENTEAM.COM

Team Leaders:
Chad Beeten/Todd Beeten
702-868-7115

REO Manager/Escrow Coordinator:
Stephanie Beals
Stephanie@beetenteam.com
702-868-7115
Fax: 702-315-1956

Marketing Manager/ Short Sale Manager:

Utilities Coordinator/ Accounting:
Leslie Fleetwood
702-868-7115
leslie@beetenteam.com
Administrative Assistant:
Mayling Perez
702-868-7115
Sales Manager:

Team Agents:

Nathan Robart
Rachael Romero

Abraham Eways

FAX TRANSMITTAL FORM

Name: Laura
City of Las Vegas
Phone Number:

Fax Number
382.4341

Urgent
For Review
Please Comment
Please Reply

From

The Beeten Team

Phone: 702-868-7115
Fax: 702-317-3271
Email: beetenteam@yahoo.com
Website: WWW.BEETENTEAM.COM

Date sent: 7/13/11
Time sent: 12:30pm
Number of pages including cover page: 1

Message:

Please send a payoff for 1925 Franklin Ave parcel 162-02-519-007, Case 94249. We are the listing agent for this bank owned property. If you have any questions please contact Leslie @ 702-868-7115. You can email the payoff to leslie@beetenteam.com or fax to 702-317-3271

Thank you,
Leslie Fleetwood

Waiver Request 1

Hide Details

FROM: Vicki Ozuna

Monday, August 1, 2011 9:30 AM

TO: todd@beatsteam.com

Please fill out form and fax back to 702-382-4341 at my attention.

Thanks.

Vicki Ozuna
Building & Safety Department
Acting Neighborhood Response Manager
Neighborhood Response Division
City of Las Vegas
702-229-4915

Loading ..

Reply to Vicki Ozuna

OCT-07-2011 09:23 From: 8687116 To:3824341 Page:3/13

1925 Franklin Ave_City of Las Vegas charges Hide Details

FROM: Leslie Fleetwood Wednesday, July 20, 2011 11:13 AM

TO: beetenteam@yahoo.com

I talked to Vicky ~~Azura~~ Ozuna, 702-229-4915, with the City of Las Vegas reguarding the $25,000 charge for residential daily civil penalty fee. The charges are for $500 per day for non-compliance of the failed inspections starting from the first failed inspection dated 1/12/11 thru 3/7/11 total of 50 days. The only reason it is dated 6/13/2011 is simply because of when the City of Las Vegas finance dept did the billing. Vicky did state that the charges for this only get added once it goes to counsel.

Leslie Fleetwood
Accounting / Utilities Coordinator
The Beeten Team
702-868-7115
leslie@beetenteam.com
8337 W Sunset Road, #150
Las Vegas, NV 89113

If you do not wish to receive future emails, please click the link to Unsubscribe: Unsubscribe.

Reply to Leslie Fleetwood Send

OCT-07-2011 09:23 From: 8687116 To:3824341 Page:4/13

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

A majority, if not all of the fines incurred took place prior to the current owner taking possession. Therefore we are requesting these fees to be waived as a result

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

See Attached.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

Bids to cure have been ordered.

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-386-9108
Administration	229-6092
Permits	229-6251
Inspections	229-6914
Off-site Inspections	229-6337
Code Enforcement	229-6615
Land Development	229-6371

www.lasvegasnevada.gov

Mayor
Carolyn G. Goodman

City Council
Stavros S. Anthony
(Mayor Pro Tem)

Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Bob Coffin

City Manager
Elizabeth N. Freiwell

City of Las Vegas
Pay Off Demand

Case # 97249

Address: 1925 FRANKLIN AVE Parcel # 16202519007

Date Case Opened: **1/11/11** Date Lien Recorded: **06/09/2011**
Date Case Closed: **3/31/11** Amount of Lien: **$27,868.55**

Unpaid Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid	Late Fees Due
RESIDENTIAL INSPECTION FEE	120.00	U	01/24/2011		12.00
RESIDENTIAL REINSPECTION FEE	180.00	U	02/15/2011		18.00
FIRST RESIDENTIAL CIVIL PENALTY	150.00	U	02/15/2011		0.00
RESIDENTIAL REINSPECTION FEE	180.00	U	02/24/2011		18.00
SECOND RESIDENTIAL CIVIL PENALTY	300.00	U	02/24/2011		0.00
RESIDENTIAL REINSPECTION FEE	180.00	U	03/07/2011		18.00
THIRD RESIDENTIAL CIVIL PENALTY	500.00	U	03/07/2011		0.00
NUISANCE ABATEMENT FEE	1,037.00	U	04/19/2011		0.00
ADMINISTRATIVE	155.55	U	04/19/2011		0.00
RESIDENTIAL DAILY CIVIL PENALTY FEE	25,000.00	U	06/13/2011		0.00

Total Fees:	**27,802.55**
Interest Due:	**$481.02**
Late Fees Added:	**66.00**
Total Amount Due:	**$28,415.57**

Inspection Information:

Inspection #	Inspection Date	Inspection Results
1078603	1/12/11	**Failed**
1079117	1/24/11	**Failed**
1082494	2/15/11	**Failed**
1090348	2/24/11	**Failed**
1093755	3/7/11	**Failed**
1097344	3/31/11	**Passed**

Please note on payments the Case #, Address and make payments to:

City of Las Vegas
400 Stewart Av., 6th Floor
Las Vegas, NV 89101

(1)

Inst #: 201105110002557
Fees: $20.00
N/C Fee: $0.00
05/11/2011 02:33:46 PM
Receipt #: 772463
Requestor:
LAS VEGAS CITY
Recorded By: COJ Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 162-02-519-007

Date: January 27, 2011
Case # 97249

Certified/Regular Mail
Return Receipt Requested

SHANE JEREMY
1925 FRANKLIN AVE
LAS VEGAS, NV 89104-1917

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 1925 FRANKLIN AVE., Las Vegas, NV, Parcel #(s) 162-02-519-007, **that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances.**

The following violations have been verified:

16.08.010 UDB SEC 403
: LVMC 16.08.010 Uniform Dangerous Building Code Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any buildings declared a dangerous building under this code shall be make to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

RECORDER'S MEMO
POSSIBLE POOR IMAGE DUE TO
QUALITY OF ORIGINAL DOCUMENT

current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

Case #	Violation Location	Violation Comments
97249	All Structures	Secure all doors and windows and any other openings on property to City of Las Vegas specifications.

19.08.040 ZONING SETBACK REQ.
: LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.08.040 Residential District Development Standards

(B) General Standards for Residential Districts. The following standards apply to all residential zoning districts:

(1) Accessory Structures. Accessory structures on any lot in any residential district shall conform to the following:

(B) General Standards for Residential Districts. The following standards apply to all residential zoning districts:

(1) Accessory Structures. Accessory structures on any lot in any residential district shall conform to the following:

(d) Side and Rear Yards. Detached accessory structures are permitted in the rear and side yard areas as follows:

(i) Detached accessory structures (excluding patio covers) in the rear yard area must be located a minimum distance of three feet from the side and rear property lines and must be separated a minimum distance of six feet from the main dwelling. On corner lots, the roof of an accessory structure may be attached to the main dwelling, if there is a minimum six foot separation between the walls of the accessory structure and the main building and provided that a least two sides of the breezeway are open. A gate or fence which is at least fifty percent open construction may be attached to one end of the breezeway. In addition, accessory structures in the rear yard of corner lots may not be located closer to the side property line than that required for the main dwelling.

(ii) Detached accessory structures (excluding patio covers) in the side yard area must be located a minimum distance of three feet from the side property line and must be separated a minimum distance of six feet from the main dwelling.

(iii) Except as provided in Subsection (e) below, detached accessory structures are not permitted in front of the primary structure.

(iv) No setback is required for a detached accessory structure from a property line which abuts an alley.

Case #	Violation Location	Violation Comments
97249	Rear yard	Remove shed that is in required set backs.

9.04.010 (4) REFUSE & WASTE

: LVMC 9.04.010 (4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass,

bottles, waste paper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Case #	Violation Location	Violation Comments
97249	Entire Property	Remove all refuse and waste from all areas of property. Maintain at all times.

9.04.010 (7)(C) GRAFFITI

: LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

Case #	Violation Location	Violation Comments
97249	Rear of Propperty	Remove all graffiti from property and maintain free of graffiti at all times.

9.04.010(7)(A) HIGH VEGETATION

: LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Case #	Violation Location	Violation Comments
97249	Entire Proeprty	Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

9.04.010(7)(B) DEAD VEGETATION

: LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(b) Dead trees, plants and other vegetation that present a fire hazard or are otherwise a threat to property or to the health and safety of the public or a segment thereof;

Case #	Violation Location	Violation Comments
97249	Entire Property	Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

UAC 301.1 PERMITS REQUIRED

: 16.02.010 - Uniform Administrative Code and supplement adopted.

Section 301.1 PERMITS REQUIRED
Except as specified in Subsection 301.1.1 of this Section or in Section 26 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed,, enlarged, altered, repair, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before necessary and appropriate permit for the work has been obtained, the Building Official is authorized to charge an additional fee in the amount of the building permit fee (i.e., a double fee).

Contact Building and Safety Department to obtain permit, they are located at 333 N. Rancho Blvd., Las Vegas, NV, or call 702-229-6251.

Case #	Violation Location	Violation Comments
97249	Rear yard	Remove shed that is in required set back and no permit obtained.

Post: **No Trespassing (per NRS 207.200), No Dumping (per NRS 444.630), No Vehicles (per LVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 33 at (702)229-4917 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Building and Safety, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

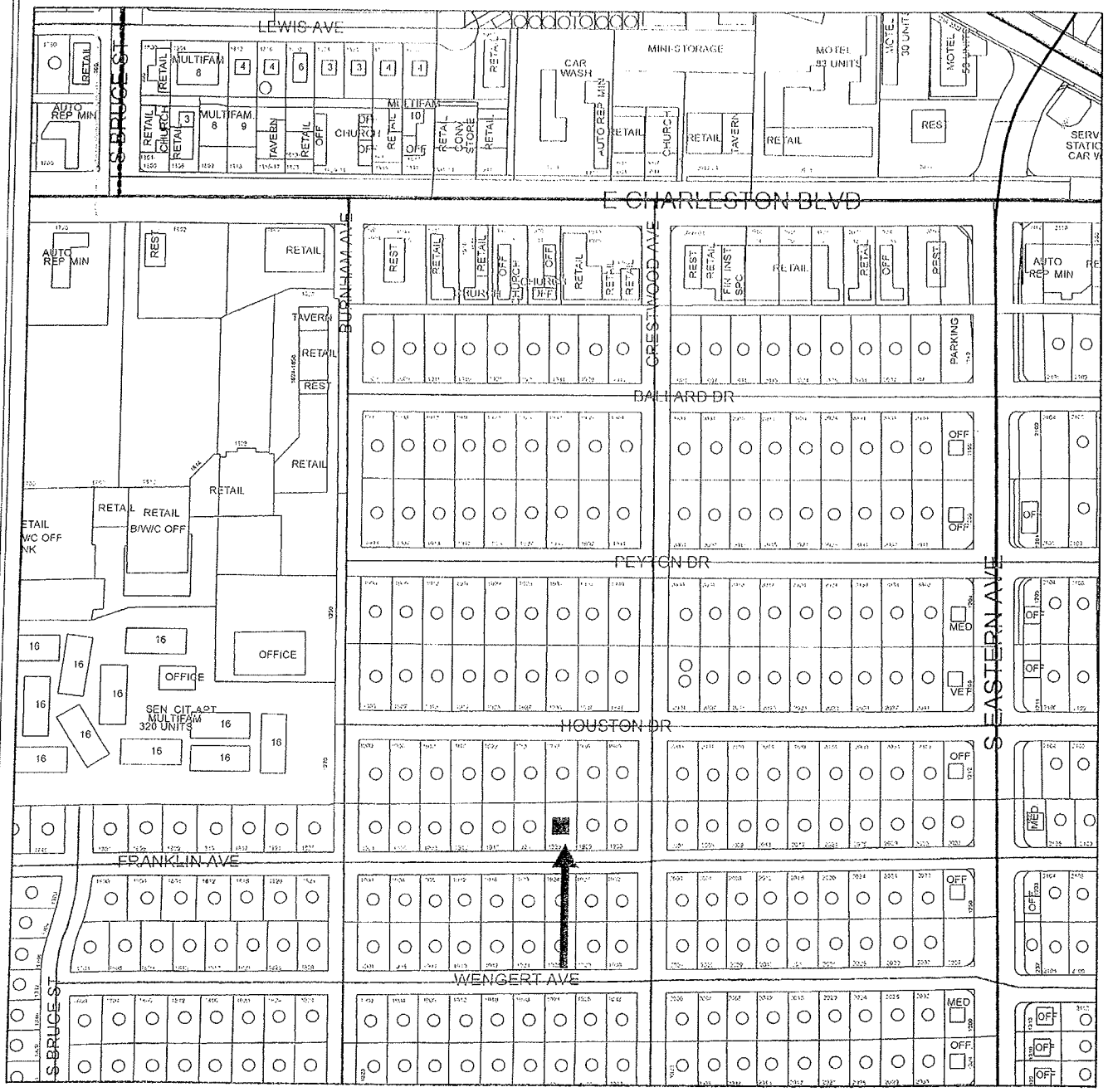
Sincerely,

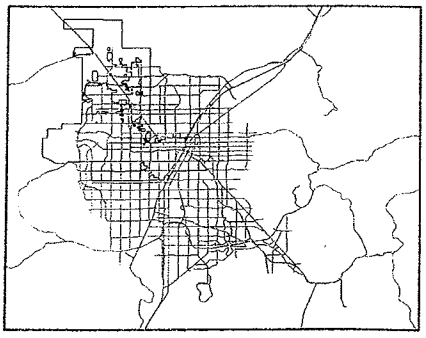
Devin S. Smith, Manager
Neighborhood Response Division
Department of Building and Safety

Enclosures: City of Las Vegas General Conditions of Abatement

1925 FRANKLIN AVENUE
CROSS STREETS - CHARLESTON//EASTERN

City of Las Vegas Vicinity Map



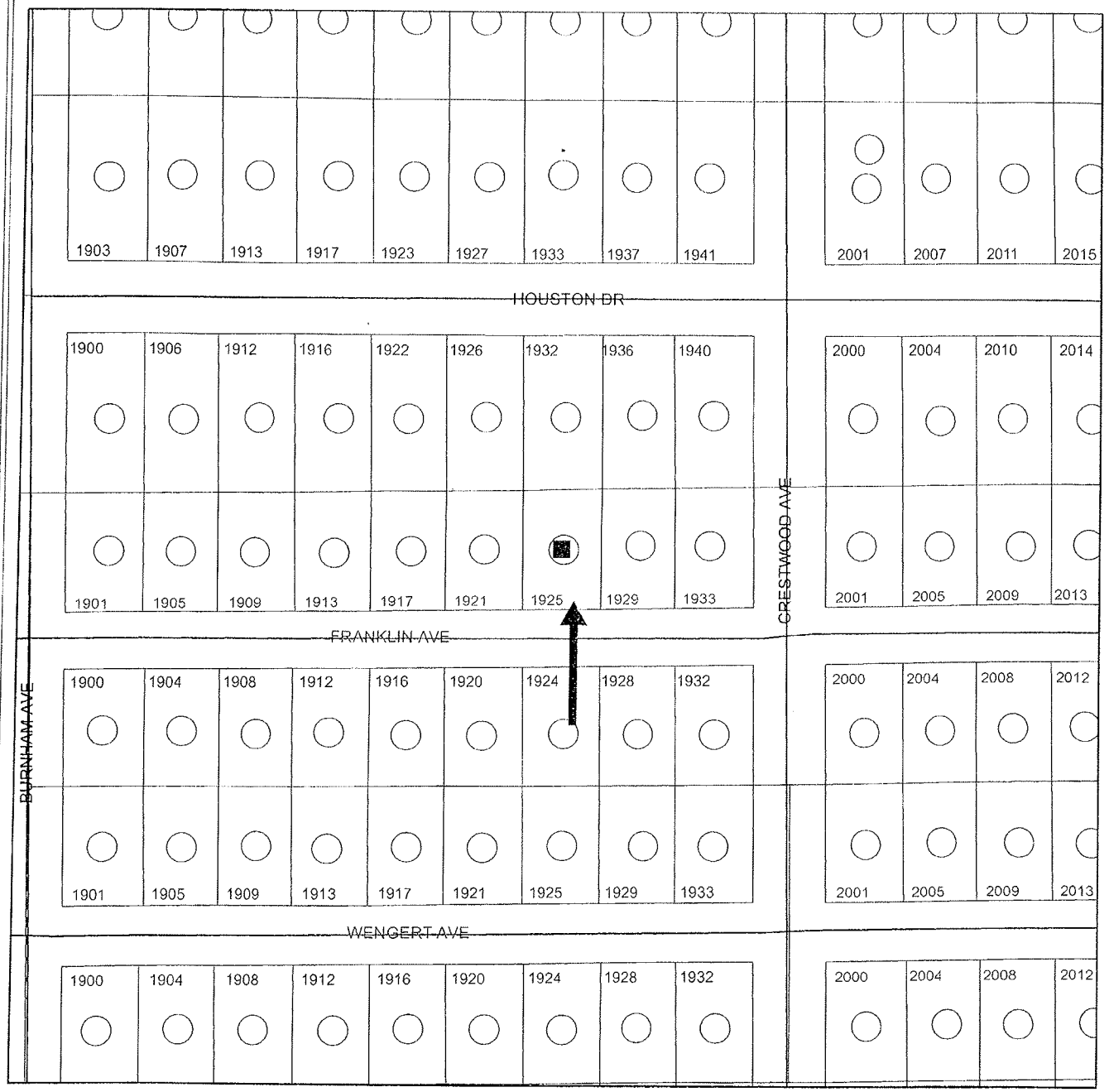


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

1925 FRANKLIN AVENUE
CROSS STREETS - CHARLESTON//EASTERN

City of Las Vegas Vicinity Map



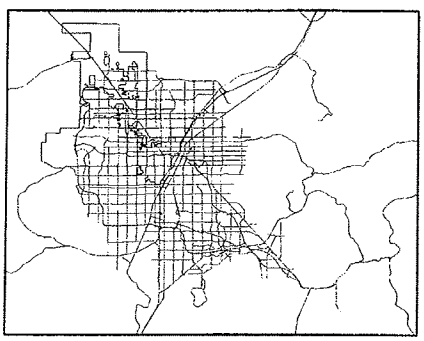
N

0 70 140 280 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only

Geographic Information System
Planning & Development Dept
702-229-6501

PLANNING & DEVELOPMENT



Hard Costs:	Assessed	Paid	Outstanding
Abatement Costs:	$1,037.00	$0.00	$1,037.00
Administrative Fee:	$155.55	$0.00	$155.55
Inspection Fees	$660.00	$0.00	$660.00
Late Fees:	$66.00	$0.00	$66.00
Interest:			$0.00
Totals:	**$1,918.55**	$0.00	$1,918.55

Civil Penalties:			
Civil Penalties Assessed:	$950.00	$0.00	$950.00
Daily Civil Penalties Assessed:	$25,000.00		$25,000.00
Total Civil Penalties:	**$25,950.00**	$0.00	**$25,950.00**

Total Owed:	**$27,868.55**
Total Paid:	**$0.00**
Total Outstanding Fees/Fines Case #97249	**$27,868.55**

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

NOTICE OF PUBLIC HEARING

DECEMBER 21, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, DECEMBER 21, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1925 Franklin Avenue – Case No. 97249**. The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$27,868.55** were imposed. Owner of record: **BANK NEW YORK MELLON TRS – Ward 3 (Coffin)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Amethyst Avenue for fees in the amount of $3,217.50 (General Fund) and assess a maximum of $78,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JEANNE SENIUR - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,217.50
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Blast Janitorial Services to remove all non-permitted structures in rear, remove all trash, debris, high grass and weeds, and apply herbicide. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $43,200.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,650 invoice for Blast Janitorial Services, $247.50 administrative fee, and $1,320 in reinspection fees (including late fees) for a total of $3,217.50 to be recorded immediately, and consider assessing a maximum of $78,500 in daily civil penalties to be recorded on or after May 22, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 21, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Amethyst Avenue for fees in the amount of $3,217.50 (General Fund) and assess a maximum of $78,500 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O JEANNE SENIUR – Ward 6 (Ross)

Blast Janitorial Services completed work on November 2, 2011 at a cost of $1,650; $1,320 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of $3,217.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

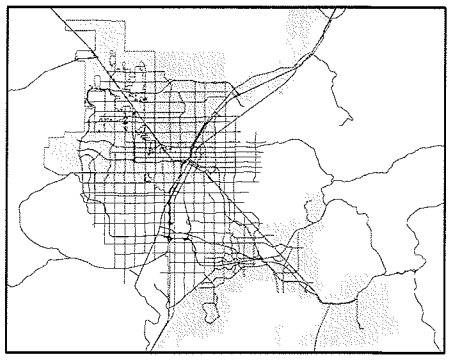
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

4312 AMETHYST AVENUE
CROSS STREETS - CRAIG//TORREY PINES

City of Las Vegas Vicinity Map

N

0 220 440 880 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

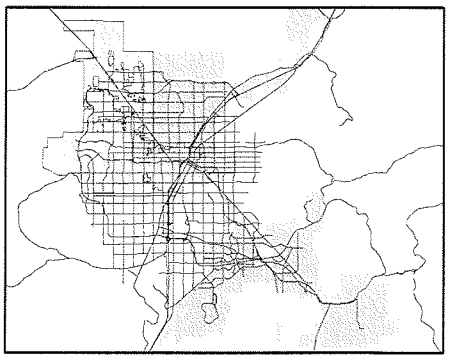
PLANNING & DEVELOPMENT

4312 AMETHYST AVENUE
CROSS STREETS - CRAIG//TORREY PINES

City of Las Vegas Vicinity Map

N

0 125 250 500 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: December 1, 2011

Re: Report of Expenses for the abatement of nuisance located at 4312 Amethyst Avenue - Ward 6 (Ross)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all non-permitted structures in rear, removing all trash, debris, high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on November 2, 2011 at a cost of $1,650.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all non-permitted structures in rear.	$1,000.00
Remove all high grass and weeds, and apply herbicide.	$350.00
Remove all trash and debris.	$300.00
AMOUNT DUE:	$1,650.00
Administrative Processing Fee:	$247.50
Sub-Total:	$1,897.50
Reinspection Fees (w/late fees):	$1,320.00
TOTAL AMOUNT DUE:	**$3,217.50**
Daily Civil Penalties – 157 days @ $500 a day (including civil penalty fees already assessed) May 22, 2011 to November 2, 2011	**$78,500.00**
MAXIMUM TOTAL:	**$81,717.50**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O JEANNE SENIUR
PROPERTY ABATED:	4312 Amethyst Avenue
	Las Vegas, NV 89108
ASSESSOR PARCEL:	138-02-315-070
LEGAL DESCRIPTION:	JADE PARK UNIT #2
	PLAT BOOK 15 PAGE 53
	LOT 3 BLOCK 2

MWB:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

DECEMBER 21, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, DECEMBER 21, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Abatement of the violations on the property located at **4312 Amethyst Avenue – Case No. 100469**. The Director of Building and Safety certifies that the sum of **$3,217.50** was expended and Civil Penalties in the sum of **$78,500.00** may be imposed for a total of **$81,717.50**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O JEANNE SENIUR– WARD 6 (ROSS)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 100469

4312 AMETHYST AVE - Map # 01819-64 Parcel 13802315070

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
4312 AMETHYST AVE
LAS VEGAS, NV 89108-5611

Zoning Information: R-MH(MOBILE/MANUFACTURED HOME)

Case Comments: Per fax from CC: Abandoned home, unmaintained property.

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: April 12, 2011 Ward: 6

Date Case Resolved: November 08, 2011 Source: FAX

Property Info/Status: HOA: U Vacant: U Foreclosure: U Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-005: UAC 301.1 PERMITS REQUIRED
4/28/11 OPEN rear of property
Obtain all required permits for un-permitted structure or remove & obtain demolition permit. Must obtain a permit or remove the unpermitted structure/building in rear

AN-006: 9.04.010(7)(A) HIGH VEGETATION
4/14/11 COMPLIED 11/07/11 entire property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

April 14, 2011 **RESEARCH**

32) sewer address shows- 4275 N Rancho Drive Suite 120 LV, NV 89130-3443

April 14, 2011 **RESEARCH**

32) nothing found in MERS

April 14, 2011 **Insp#: 1113300**

32) 4-14-11 vacant and boarded mobile home high weeds/grass on property old substandard sticker on window. Left notice on window, mailed to owner to that address, and to sewer address 4275 N Rancho Drive Suite 120 LV, NV 89130-3443 4-14 C/B 4-28

April 14, 2011 **CORRECTION NOTICE ISSUED**

April 28, 2011 **Insp#: 1114533**

32) 4-28-11 nothing done failed today and took pictures left notice on mobile home, mailed to owner to that address and to sewer address 4275 N Rancho Drive Suite 120 LV, NV 89130-3443. 4-28 C/B 5-4

April 28, 2011 **CORRECTION NOTICE ISSUED**

May 09, 2011	**NOTICE AND ORDER REQUEST**
	32) gave N&O to Vicki
May 09, 2011	**CORRECTION NOTICE ISSUED**
May 09, 2011	**Insp#: 1120503**
	32) 5-9-11 nothing done took pictures failed today will do N&O and give to Vicki left notice on mobile home, mailed to owner to that address and to sewer address 4275 N Rancho Drive Suite 120 LV, NV 89130-3443 5-9 C/B 5-26
May 11, 2011	**NOTICE AND ORDER ISSUED**
May 12, 2011	**ADMINSTRATIVE**
	N&O sent. File given to #32 for posting.
May 16, 2011	**Insp#: 1124594**
	32) 5-16-11 posted N&O on property failed today- took pictures of property . C/B 5-31
May 23, 2011	**PHONE CALL**
	ed) Received a telephone call from neighbor, Thomas Mattingly (702.839.1930). Resident is deceased and neighbors are concerned about the property, it is not being maintained.
May 23, 2011	**PHONE CALL**
	32) called neighbor Thomas 839-1930 back-
May 25, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 5/12/11
May 31, 2011	**BID REQUEST BY OFFICER**
	32) did bid sheet turned into Vicki with pictures
May 31, 2011	**Insp#: 1127402**
	32) 5-31-11 nothing done took pictures- gave pictures, bid sheet, and file to Vicki to move forward with contractor abatement. C/B 6-15
June 09, 2011	**BID PREPERATION**
	Bid prep.
June 09, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 6/15.
June 23, 2011	**BID RECEIVED**
	Recorded & scanned bids received: Blast =$1650
June 23, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #32 for posting.
June 23, 2011	**10 DAY BEFORE ABATEMENT NOTICE**
June 27, 2011	**Insp#: 1133033**
	32) 6-27-11 nothing done took pictures and failed to day. posted 10 day N&O before abatement on mobile home. C/B 7-11
July 26, 2011	**Insp#: 1144820**
	32) 7-26-11 nothing done- will give to vicki to move forward with contractor .failed today and took pictures. C/B 8-23

July 28, 2011	**RESEARCH**	
	19) Verified no permits found for accessory structures on property.	
July 28, 2011	**PROCEED WITH ABATEMENT**	
	19) Reviewed case with DSS and approved to have contractor remove high weeds, refuse, waste, fire burned accessory structures.	
July 28, 2011	**ADMINSTRATIVE**	
	Received approval from DSS to proceed with PO request.	
July 28, 2011	**ADMINSTRATIVE**	
	PO requested. Pending DSS approval.	
August 04, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent. Pending Start date.	
August 04, 2011	**VIDEO REQUEST**	
	Before video request given to #21	
August 04, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video pre photos in cc items file	
August 04, 2011	**Insp#: 1156361**	
	21) Structures remaim along with refuse, waste, high weeds. Pre-Abatement videos completed.	
October 05, 2011	**EMAIL SENT OR RECEIVED**	
	32) went to property on case # 106319 Property a wreck emailed Vicki and Jennifer to ask where we are with it	
October 05, 2011	**ADMINSTRATIVE**	
	Called James with Blast to see what status is on property. Left message and waiting a call back.	
October 05, 2011	**ADMINSTRATIVE**	
	Spoke with James and he stated that he is almost finish with the property. There were some problems dealing with the removal of the unpermitted structures in the rear.	
October 13, 2011	**PHONE CALL**	
	32) neighbor Mike 839-1930 called wants to know who came by and trashed rear apartment and then left everything in the yard. Told him we are at the point in our procedure to get a contractor out there	
November 03, 2011	**VIDEO REQUEST**	
	After video requested from #21	
November 07, 2011	**Insp#: 1199769**	
	21)property now clean,secure. large accessory structure removed from rear./ close case	
November 08, 2011	**POST-ABATEMENT VIDEO**	
	21)photos in f drive - working pp	
November 08, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice received. File given to #19.	
November 14, 2011	**RESEARCH**	
	32) per Vicki check for default- still NONE listed on CC Recorders	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	04/28/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/09/2011	

RESIDENTIAL REINSPECTION FEE	$180.00	U	05/16/2011
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	05/31/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/31/2011
LATE FEE	$12.00	U	06/12/2011
LATE FEE	$18.00	U	06/23/2011
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	06/27/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/27/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/26/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/26/2011
NUISANCE ABATEMENT FEE	$1,650.00	U	11/08/2011
ADMINISTRATIVE	$247.50	U	11/08/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/13/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	11/13/2011

Total Amount Due: **$5,127.50**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**BLAST JANITORIAL**	**A**	**6/15/11**

Bid Amount: **1,650.00**
Bid Award Date: **8/4/11**
Contractor Start Date:

Description:

Remove unpermitted structures. Cut/remove grass/weeds. Remove trash/debris.

APN 138-02-315-070

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O JEANNE SENIUR
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-02-315-070**
Commonly known as: **4312 Amethyst Avenue**
Legal Description: **JADE PARK UNIT #2**
PLAT BOOK 15 PAGE 53
LOT 3 BLOCK 2

On **November 2, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$3,217.50** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$78,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **December 21, 2011** ordered the above Actual Cost in the amount of **$3,217.50**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$78,500.00** be assessed against the property by recording a Lien of Assessment on or after **May 22, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #100469

APN 138-02-315-070

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O JEANNE SENIUR
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-02-315-070**
Commonly known as: **4312 Amethyst Avenue**
Legal Description: **JADE PARK UNIT #2**
PLAT BOOK 15 PAGE 53
LOT 3 BLOCK 2

On **November 2, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$78,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **December 21, 2011** ordered the above charges in the amount of **$78,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #100469

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43523 – ABEYANCE ITEM - EXTENSION OF TIME - REZONING - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Rezoning (ZON-6510) FROM: R-1 (SINGLE FAMILY RESIDENTIAL), AND R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.89 acres at 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 021 and a portion of 022), Ward 5 (Barlow). Staff recommends APPROVAL.

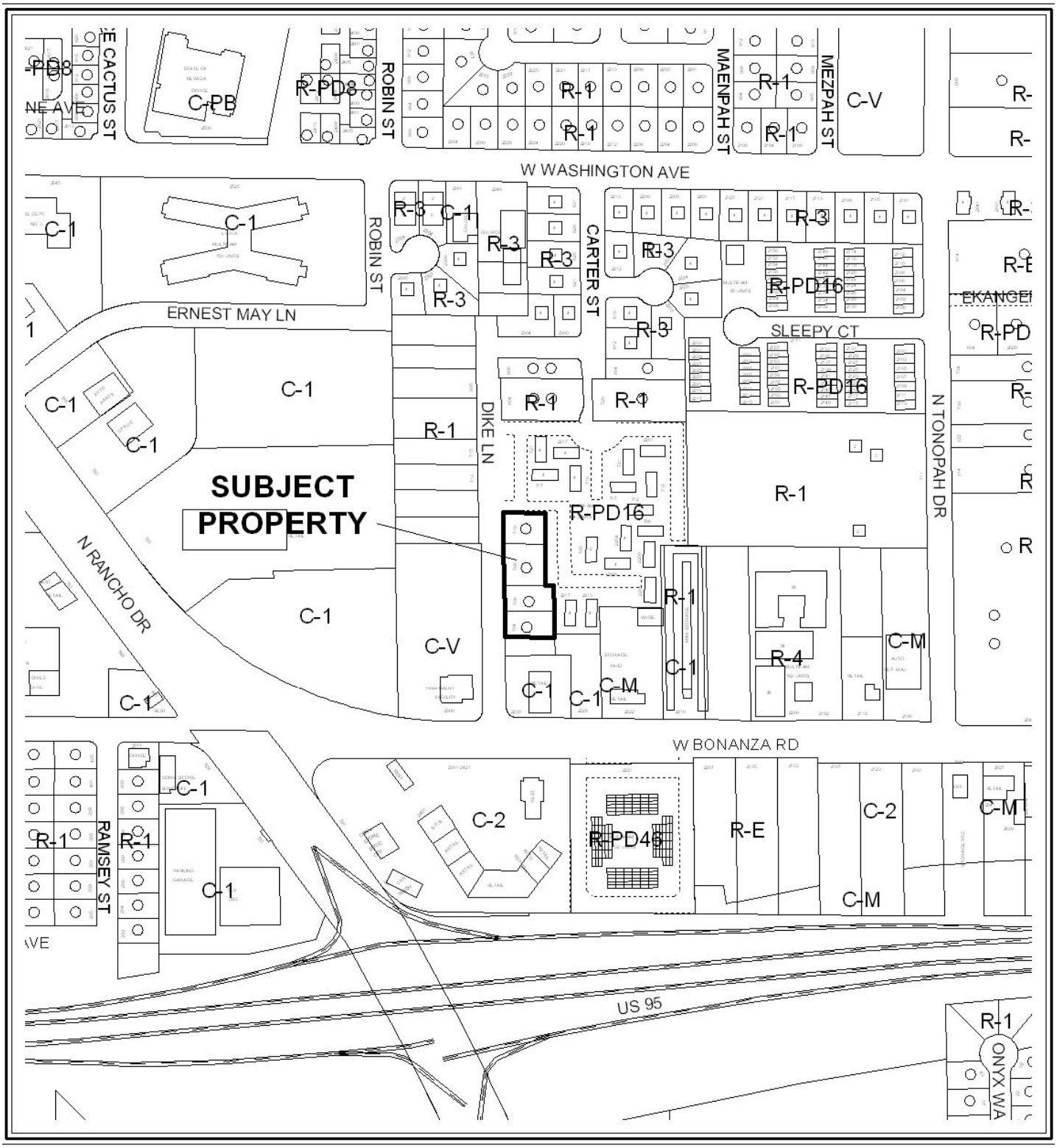
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report - EOT-43523, EOT-43422, EOT-43423, EOT-43424, EOT-43425 and EOT-43426
3. Supporting Documentation
4. City Council Approval Letter for ZON-6510
5. Justification Letter - EOT-43523, EOT-43422, EOT-43423, EOT-43424, EOT-43425 and EOT-43426



0 300 600 Feet

CASE: EOT-43523

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

0 300 600 Feet

CASE: EOT-43523

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BART MAYBIE

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43523 **EOT-43422** **EOT-43423** **EOT-43424** **EOT-43425** **EOT-43426**	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43523 CONDITIONS

Planning

1. This Rezoning (ZON-6510) shall expire on October 5, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Rezoning (ZON-6510) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43422 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-11707) shall expire on October 5, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-11707) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

EOT-43423 CONDITIONS

Planning

1. This Variance (VAR-11712) shall expire on October 5, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11712) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43424 CONDITIONS

Planning

1. This Special Use Permit (SUP-6504) shall expire on October 5, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-6504) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43425 CONDITIONS

Planning

1. This Variance (VAR-11714) shall expire on October 5, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11714) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43426 CONDITIONS

Planning

1. This Special Use Permit (SUP-8067) shall expire on October 5, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-8067) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

These requests for Extension of Times are for parcels currently occupied by single-family residences and a building formerly utilized as a retail establishment. The applicant received previous approval for a Rezoning (ZON-6510) from single family residential to limited commercial for a proposed 12-story mixed-used development (SDR-11707) consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and a reduction of residential adjacency setback standards. Additionally, approval was received for two Special Use Permits (SUP-6504 and SUP-8067) for the mixed-use development and the building height, along with two Variances (VAR-11712 and VAR-11714) to allow a reduced number of parking spaces, reduced setbacks, an increase in lot coverage, and reduction in building stepback requirements. No plans have been submitted for review, nor have any building permits been issued for the proposed development. There have not been any significant changes in land use or new development in the surrounding areas; therefore, staff is recommending approval of these requests with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/05/05	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-6273) from ML (Medium-Low Density Residential) to SC (Service Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-6506) to allow a zero-foot stepback ratio where a 1:1 stepback ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for a Special Use Permit (SUP-8067) to allow a proposed 350-foot tall building where 140 feet is the maximum height allowed in the Airport Overlay zone.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/05/05	The City Council approved a related request for a Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road.
	The City Council approved a related request for a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including a 38-story tower containing 311 residential units, a 32-story tower containing 160 residential units and 40,000 square feet of commercial space and waivers for a zero-foot side yard setback where 10 feet is the minimum required, a zero-foot corner side yard setback where 15 feet is the minimum required, a 10-foot rear yard setback where 20 feet is the minimum required, 62 percent lot coverage where 50 feet is the maximum allowed, perimeter buffer landscaping and residential adjacency height and setback requirements.
03/23/06	The Planning Commission approved a request for a Site Development Plan Review (SDR-11707) for a proposed 12-story mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. Staff recommended denial.
04/19/06	The City Council approved a request for a Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum number of parking spaces required for a proposed mixed-use development on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum required, to allow a 2.3-foot side yard setback where 10 feet is the minimum required, to allow a five-foot corner yard setback where 15 feet is the minimum required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed-Use, Industrial, or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
12/07/06	The Planning and Development Department administratively approved a request for an Extension of Time of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/17/07	The City Council approved a request for an Extension of Time (EOT-24417) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-24422) of a previously approved Variance (VAR-6506) to allow a zero-foot stepback ratio where a 1:1 stepback ratio is required along a collector or larger street for a 500-foot tall building in conjunction with a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24419) of a previously approved Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-24420) of a previously approved Special Use Permit (SUP-8067) to allow a proposed 350-foot tall building where 140 feet is the maximum height allowed in the Airport Overlay zone.
10/25/07	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-24421) of a previously approved Vacation (VAC-7679) that allowed a vacation of right-of-way for the east five feet of a portion of Dike Lane north of Bonanza Road.
06/04/08	The City Council approved a request for an Extension of Time (EOT-27833) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum required, to allow a 2.3-foot side yard setback where 10 feet is the minimum required, to allow a five-foot corner yard setback where 15 feet is the minimum required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-27831) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required.

05/06/09	The City Council approved a request for a Special Use Permit (SUP-33189) for a Supper Club in an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-33191) for on-site alternations for an existing 4,091 square-foot restaurant.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/02/09	The City Council approved a request for an Extension of Time (EOT-36360) of a previously approved Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) on 0.89 acres adjacent to the east side of Dike Road, approximately 150 feet north of Bonanza Road. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-36365) of a previously approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum number of parking spaces required for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-36364) of a previously approved Variance (VAR-11714) to allow a 6.8-foot rear yard setback where 20 feet is the minimum required, to allow a 2.3-foot side yard setback where 10 feet is the minimum required, to allow a five-foot corner yard setback where 15 feet is the minimum required, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-36361) of a previously approved Special Use Permit (SUP-6504) for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-36362) of a previously approved Special Use Permit (SUP-8067) to allow a proposed 350-foot tall building where 140 feet is the maximum height allowed in the airport overlay zone.
	The City Council approved a related request for an Extension of Time (EOT-36358) of a previously approved Site Development Plan Review (SDR-11707) for a proposed 12-story mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow a reduction of perimeter landscape requirements and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required.
11/16/11	The City Council voted to hold companion items EOT-43523, EOT-43422, EOT-43423, EOT-43424, EOT-43425, EOT-43426 in abeyance to the December 16, 2011 meeting.

Most Recent Change of Ownership	
08/04/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any plans submitted for review nor have any building permits been issued for the proposed development.

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	1.88

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residences and former Retail Establishment with approval for a proposed Mixed-Use Development	SC (Service Commercial) and MXU (Mixed-Use)	R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) and C-1 (Limited Commercial)
North	Multi-Family Residences	MXU (Mixed-Use)	R-PD16 (Residential Planned Development- 16 Units Per Acre)
South	Shopping Center	LI/R (Light Industry/Research)	C-2 (General Commercial)
	Apartments	MXU (Mixed-Use)	R-PD46 (Residential Planned Development- 46 Units Per Acre)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Multi-Family Residences	MXU (Mixed-Use)	R-PD16 (Residential Planned Development- 16 Units per Acre)
West	Undeveloped Land	MXU (Mixed-Use)	R-1 (Single Family Residential)
	Treatment Facility	SC (Service Commercial)	C-V (Civic)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 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 Extension of Times of previously approved entitlements that include a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) with a Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial); two Special Use Permits (SUP-6504 and SUP-8067) for a proposed mixed-use development and to allow a 350-foot tall building where 140 feet is the maximum height allowed in the Airport Overlay District; two Variances (VAR-11712 and VAR-11714) to allow 400 parking spaces where 493 spaces are required, and to allow a 6.8-foot rear yard setback where 20 feet is the minimum required, a 2.3-foot side yard setback where 10 feet is the minimum required, a five-foot corner yard setback where 15 feet is the minimum required, a maximum lot coverage of 83.6 percent where 50 percent is the maximum allowed, and a reduction of building step-back requirements for a proposed 12-story mixed-use development (SDR-11707) consisting of 300 residential units and 10,000 square feet of commercial space with waivers to allow reduced perimeter landscaping requirements and a 10-foot residential adjacency setback where 540 feet is the minimum required at 704, 706, 708, and 710 Dike Lane and 2228, 2230 West Bonanza Road.

No plans have been submitted for review, nor have any building permits been issued for the proposed project.

FINDINGS

The above entitlements (ZON-6510, VAR-11712, VAR-11714, SUP-6504, SUP-8067 and SDR-11707) have not been exercised in accordance with Title 19.16 of the Unified Development Code as no building permits have been issued for the proposed development. The applicant is requesting an Extension of Time for the above entitlements due to the poor economic climate in Las Vegas. As there have not been any significant changes in land use or new development in the surrounding areas, staff is recommending approval of these requests with a two-year time limit. Conformance to the conditions of approval of the Rezoning (ZON-6510, VAR-11712, VAR-11714, SUP-6504, SUP-8067 and SDR-11707) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43523** APN: 139-29-704-019, 021 and Portion of 22

Name of Property Owner: Bart maybie

Name of Applicant: Bart maybie

Name of Representative: Bart maybie

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: Bart maybie

Subscribed and sworn before me

This 5th day of October, 2011

L. Corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time (ZON-63103)

Project Address (Location) 2230 W. Bonanza Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-29-704-019-021 and portion of 22 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas, NV **State** NV **Zip** 89115

E-mail Address bartmaybie@earthlink.net

APPLICANT Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3920

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas, NV **State** NV **Zip** 89115

E-mail Address bartmaybie@earthlink.net

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bart maybie

Subscribed and sworn before me

This 5th day of October, 20 11.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

FOR DEPARTMENT USE ONLY

Case #	EOT-43523
Meeting Date:	11/16/11
Total Fee:	$300.00
Date Received:*	10/12/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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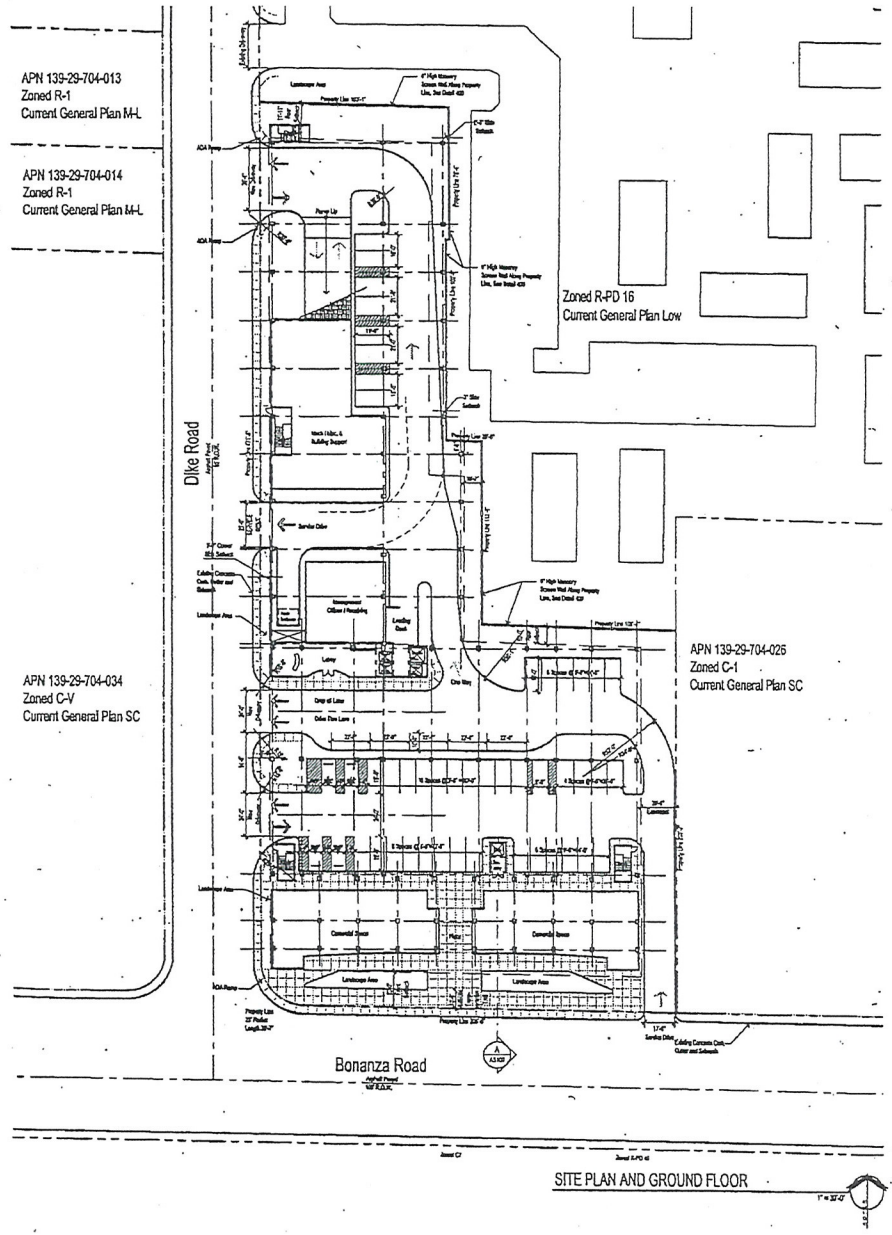
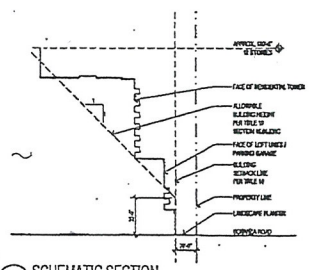
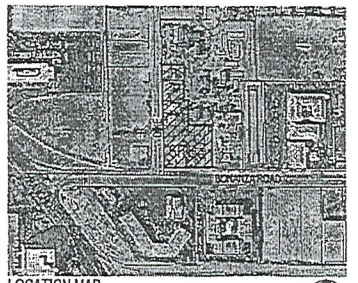


SITE PLAN AND GROUND FLOOR



A SCHEMATIC SECTION
Along Bonanza Road Facing East
Height Waiver Requested
Stepback Variance Requested



LOCATION MAP

Site Zoning

SITE DATA:

PARCEL NUMBERS	139-29-704-024 139-29-704-023 139-29-704-022 139-29-704-021 139-29-704-020 139-29-704-019
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	C-1
EXISTING GENERAL PLAN DESIGNATION	SC
SITE IS LOCATED IN THE "REDEVELOPMENT AREA" AND THE "NEIGHBORHOOD REVITALIZATION AREA"	
PROPOSED ZONING (for all parcels)	C-1
PROPOSED GENERAL PLAN (for all parcels)	SC
SITE AREA	78,389 NSF 1.79 ACRES NET

MAX. LOT COVERAGE ALLOWED 50%
LOT COVERAGE PROPOSED 83.6% NET (Variance Requested)
UNITS 300
UNITS PER ACRE 168

SETBACKS:

	REQ'D	PROVIDED
FRONT	20'	20'-0"
REAR	20'	6'-5", (Variance Requested)
SIDE	10'	20'-0", 10'-2", 3", 2'-3" (Variance Requested)
CORNER SIDE	15'	5'-7" (Variance Requested)

MAX HEIGHT: NONE
PROPOSED HEIGHT: 12 STORIES and 180' MAX. HEIGHT

LANDSCAPE BUFFERS
SEE LANDSCAPE PLAN L100

Site Data

CONDOMINIUM UNITS:

UNIT INFORMATION	
RESIDENTIAL TOWER	300 UNITS
TOTAL UNITS	300 UNITS

BUILDING AREAS:

TOTAL COMMERCIAL	10,000 S.F.

PARKING ANALYSIS:

CONDOMINIUM (300 UNITS)	
2 Bedroom Units	18 @ 1.75 = 32
1 Bedroom/ Studio Units	282 @ 1.25 = 353
Visitors	298 @ 1/6 units = 50
Total	435 Spaces
PARKING COMPUTATIONS - COMMERCIAL / (RETAIL, OFFICE)	
Commercial	10,000 @1/175 = 58
Total	58 Spaces
Total Spaces Required	
Residential	435 Spaces
Commercial	58 Spaces
	493 Spaces
Total Required Parking	493 Spaces
Parking Provided	336 Spaces
Compact parking Provided (less than 30%)	75 Spaces
Total Provided Parking (15.2% Variance Requested)	413 Spaces

** Parking is provided in a four story parking structure

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OCT 12 2011

EOT-43422 EOT-43423
EOT-43424 EOT-43425
EOT-43426 EOT-43523

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

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Las Vegas, Nevada 89104
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F 702.829.1313
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

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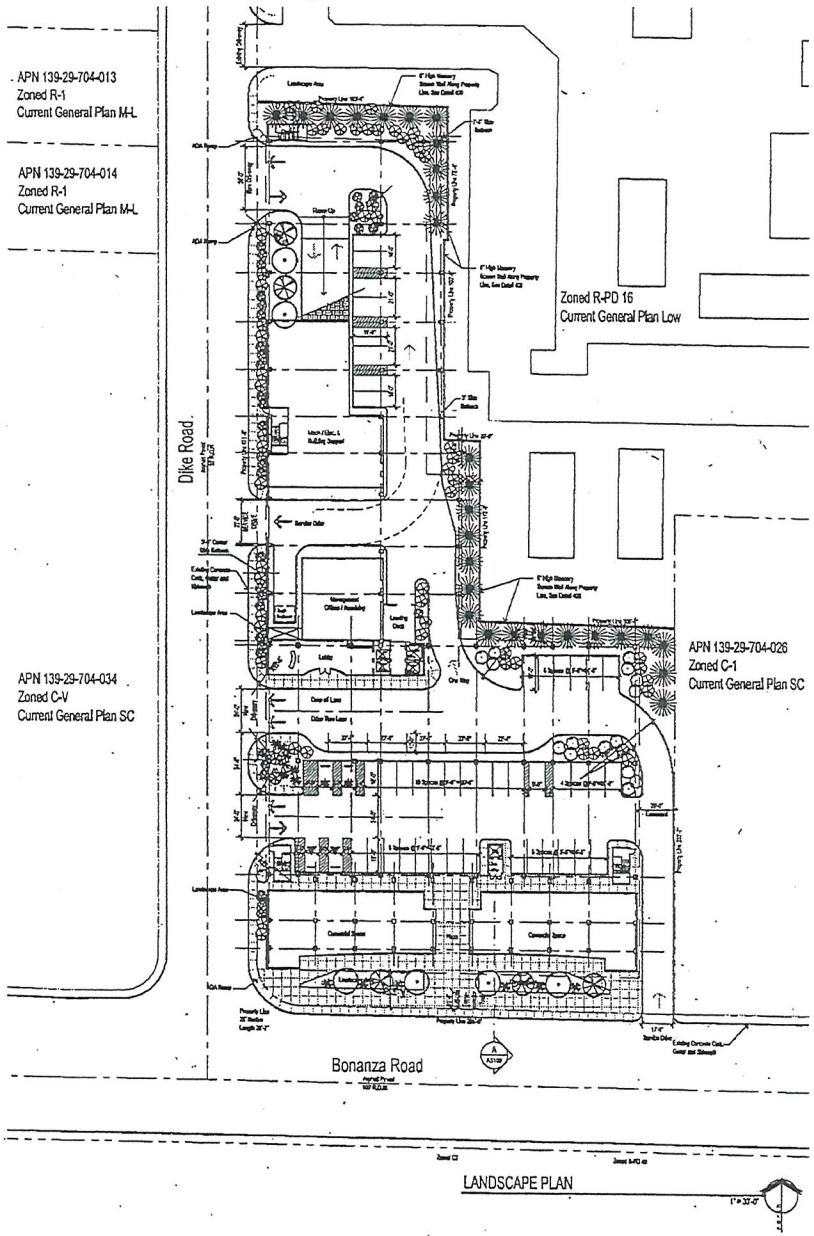
NO.	DESCRIPTION	DATE
1	City Of Las Vegas	2.6.06
	Site Development Review	

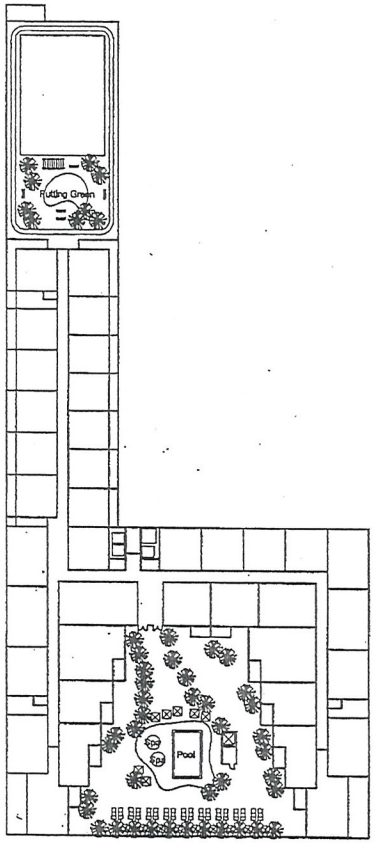
ISSUED

TITLE
SITE PLAN / GROUND FLOOR PLAN

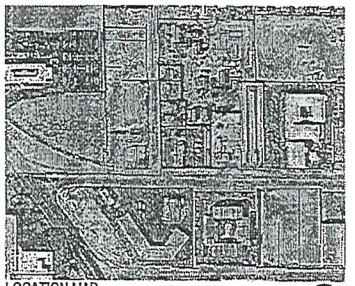
DRAWING NO.



LANDSCAPE PLAN



LANDSCAPE PLAN
Recreation Deck



LOCATION MAP

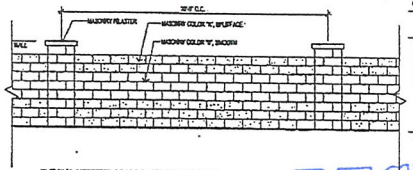
Landscape Legend

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	MONDEL PINE		24" Box	20
	WESTERN HONEY MESQUITE		24" Box	14
	RAYWOOD ASH		24" Box	16
	CALIFORNIA FAN PALM		24" Box	42
	TEXAS RANGER AND WHITE OR GOLD TEXAS RANGER MIX		15 Gal.	52
	SILK MIMOSA		15 Gal.	71
	DESERT CASSIA		15 Gal.	64
	BRONZE MEDIUM & DEEP MYRTLE		15 Gal.	121

DECORATIVE GRAVEL - 1/2" MINUS SANDSTONE
NO TURF

Landscape Buffers

WEST	5'-0" (Waiver Requested)
NORTH	VARIES, SEE DRAWING (Waiver Requested)
EAST	VARIES, SEE DRAWING (Waiver Requested)
SOUTH	20'-0" INCLUDES MULTI-USE TRANSPORTATION TRAIL



PERIMETER WALL ELEVATION

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture
1309 South 4th Street
Suite 304
Las Vegas, Nevada 89104
P 702.839.1309
F 702.829.7313
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106
ARCHITECT
ENGINEER
NOTES

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NO.	DESCRIPTION	DATE
1	City Of Las Vegas	7.6.06
	Site Development Review	

ISSUED

TITLE
LANDSCAPE PLAN

DRAWING NO.
L1.00

EOT-43422
EOT-43423
EOT-43424
EOT-43425
EOT-43426
EOT-43523

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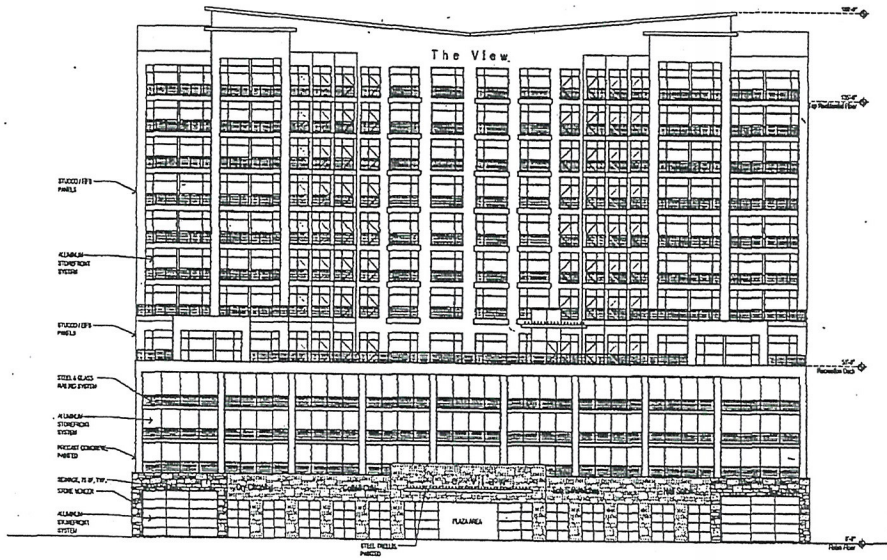

SOUTH ELEVATION

WEST ELEVATION

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

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NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.6.04

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO.
A 200

EOT-43422 EOT-43423
EOT-43424 EOT-43425
EOT-43426 EOT-43523

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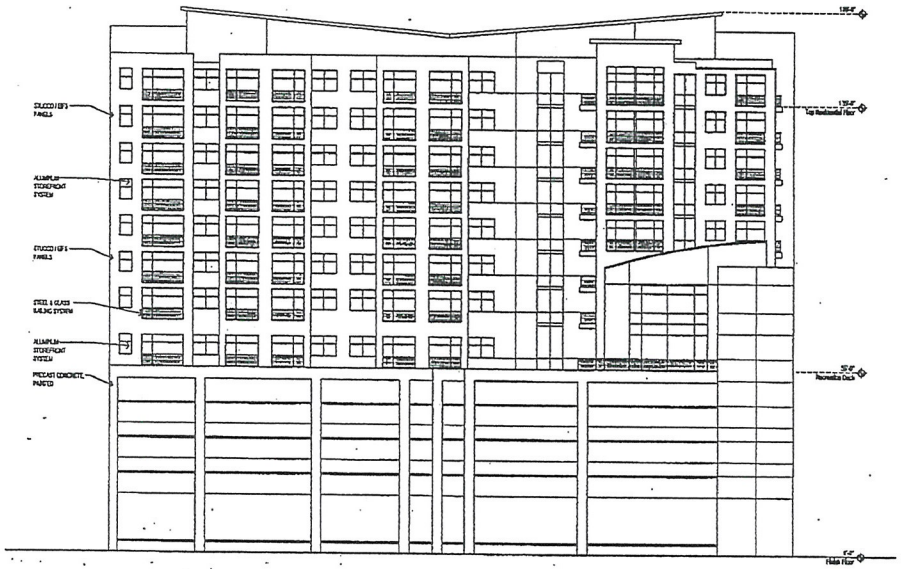
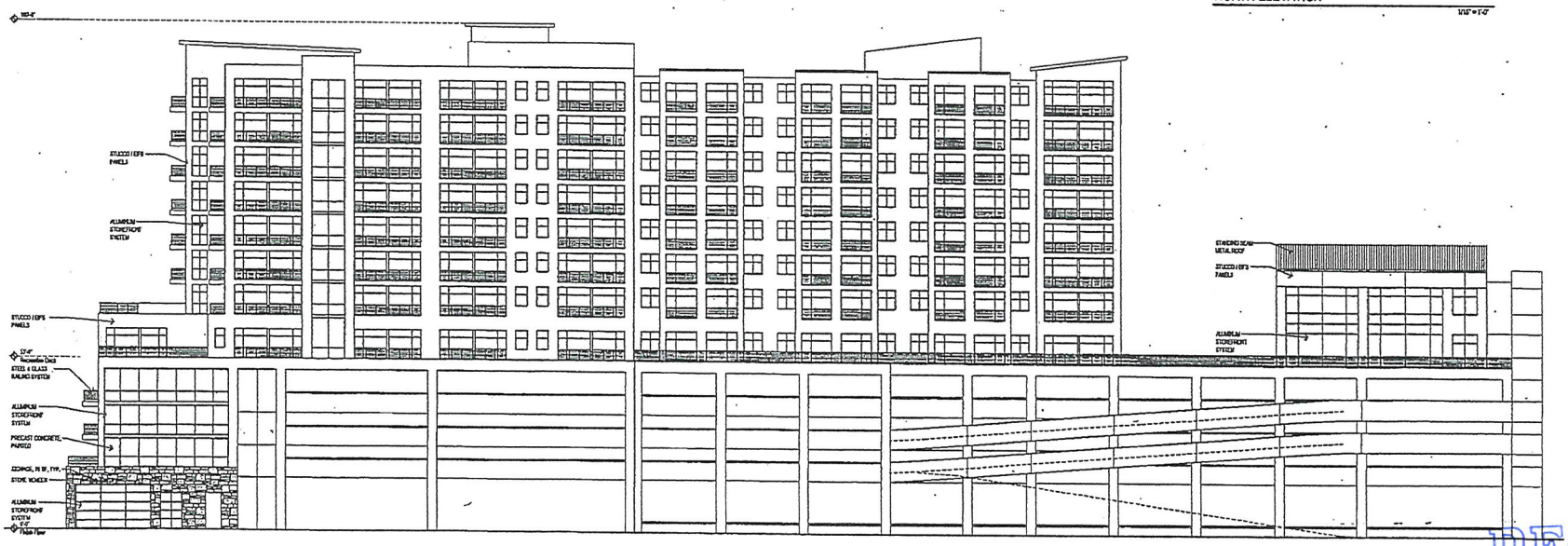


NORTH ELEVATION



EAST ELEVATION

The View
Rose Bud Development LLC
2230 W. Bonanza
Las Vegas, NV 89106

APTUS Architecture

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

NOTES

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NO.	DESCRIPTION	DATE
1	City Of Las Vegas Site Development Review	2.4.06

ISSUED

TITLE
EXTERIOR ELEVATIONS

DRAWING NO
A201

EOT-43422 EOT-43423
EOT-43424 EOT-43425
EOT-43426 EOT-43523

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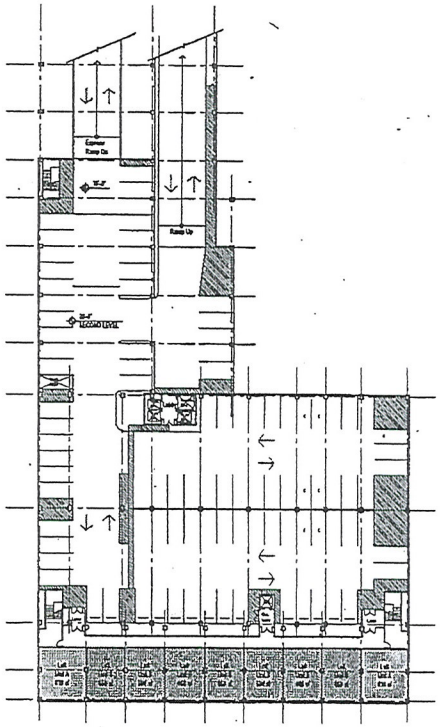
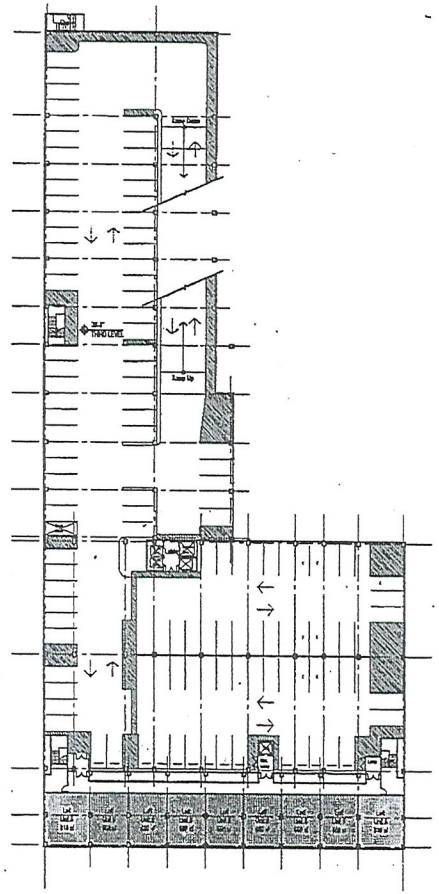
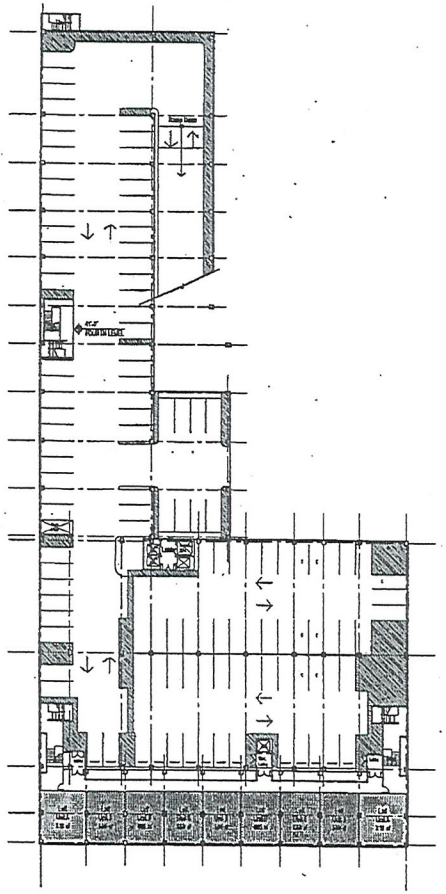


2. Second Floor



3. Third Flor



4. Fourth Floor

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
2200 Lincoln 4th Street
Suite 204
Las Vegas, Nevada 89104
P 702.629.2200
F 702.629.2213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

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NO.	DESCRIPTION	DATE
1	City of Las Vegas	3.4.06
	Site Development Review	

ISSUED

TITLE
SECOND, THIRD AND FOURTH FLOOR PLANS

DRAWING NO.
A101

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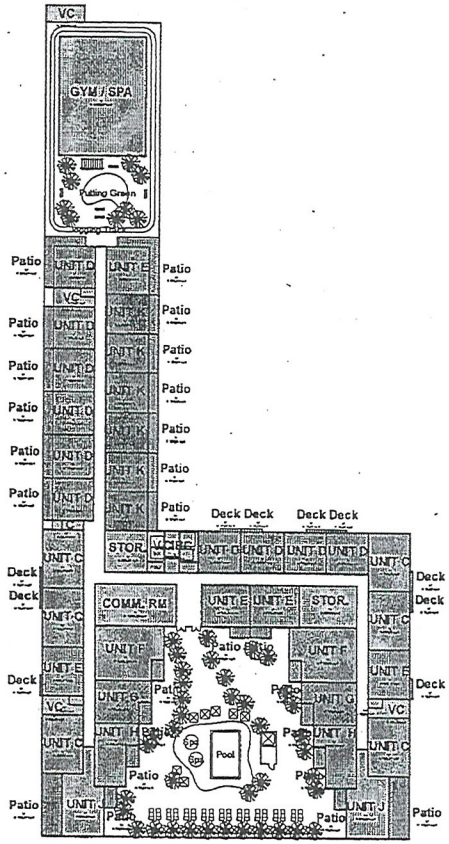
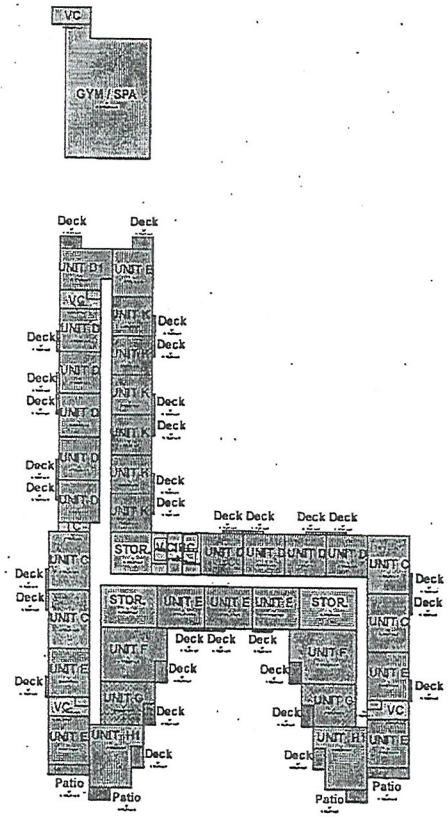
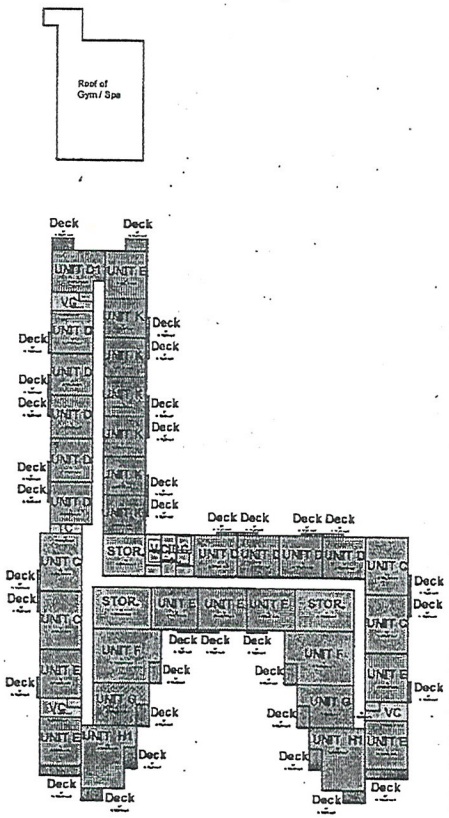
EOT-43422 EOT-43423
EOT-43424 EOT-43425
EOT-43426 EOT-43523



5. Fifth Floor (Rec Deck)



6. Sixth Floor



7. 7 thru 12

The View
Mixed Use Development
2230 W. Bonanza
Las Vegas, Nevada 89106

APTUS Architecture
2320 South 4th Street
Suite 200
Las Vegas, Nevada 89104
P 702.829.1200
F 702.829.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 05.106

ARCHITECT

ENGINEER

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NO	DESCRIPTION	DATE
1	City of Las Vegas	2.6.06
	Site Development Review	

ISSUED

TITLE

FIFTH THRU TWELVTH FLOOR PLANS

DRAWING NO.

EOT-43422 EOT-43423
EOT-43424 EOT-43425
EOT-43426 EOT-43523

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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

October 6,2005

Mr. Demetrius McWhorter
Mr. Jeff Jordan
710 Dike Lane
Las Vegas, Nevada 89106

RE: ZON-6510 – REZONING
CITY COUNCIL MEETING OF OCTOBER 5, 2005
RELATED TO GPA-6273, VAR-6506, VAR-7665, SUP-6504, SUP-8067, SDR-6507 AND VAC-7679

Dear Mr. McWhorter:

The City Council at a regular meeting held October 5, 2005 APPROVED the request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL), AND R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.89 acres adjacent to the east side of Dike Lane, approximately 150 feet north of Bonanza Road (APNs 139-29-704-019 through 021 and a portion of 022). The Notice of Final Action was filed with the Las Vegas City Clerk on October 6, 2005. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-6273) to a C-1 (Limited Commercial) land use designation approved by the City Council.

2. A Resolution of Intent with a two-year time limit.

3. A Site Development Plan Review (SDR-6507) application approved by the City of Las Vegas prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

4. Construct all incomplete half-street improvements on Dike Lane adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

5. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

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

EOT-43523

6. Coordinate with the Collection Systems Planning Section of the Department of Public Works to determine offsite relief sewer requirements in Bonanza Road necessary to meet the demands of this development. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

7. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights of way are not required and Traffic Control devices are or may be proposed at this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

8. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such

monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Rosebud Development
2230 Bonanza Road
Las Vegas, Nevada 89106

Ms. Kristen Nueman
Aptus Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-43523

Bart Maybie

2753 N. Lamb Blvd
Las Vegas, NV 89115
702-431-3920
702-431-3922

bartmaybie@earthlink.net

October 12th , 2011

City of Las Vegas
Las Vegas, NV 89106

Dear City of Las Vegas,

This is a request to have the entitlements extended for the property located at 2230 W Bonanza rd Las Vegas, NV 89106 Parcel # 139-29-704-024. The intended use for this property is still set to go on for the multi level housing and restaurants which will bring great jobs and opportunity for the community. Our request meets the City of Las Vegas policies and regulations.

Sincerely,

Bart Maybie

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OCT 12 2011

EOT-43422 **EOT-43423**
EOT-43424 **EOT-43425**
EOT-43426 **EOT-43523**

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43422 – ABEYANCE ITEM - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11707) FOR A PROPOSED 12-STORY MIXED-USE DEVELOPMENT CONSISTING OF 300 RESIDENTIAL UNITS AND 10,000 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS TO ALLOW A REDUCTION OF PERIMETER LANDSCAPE REQUIREMENTS, AND TO ALLOW A TEN-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 540 FEET IS THE MINIMUM SETBACK REQUIRED on 1.88 acres at 2228 and 2230 West Bonanza Road and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SDR-11707
4. City Council Approval Letter for EOT-36358

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43422** APN: 139-29-704-019-025

Name of Property Owner: Bart maybie

Name of Applicant: Bart maybie

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Bart maybie

Print Name: Bart maybie

Subscribed and sworn before me

This 5th day of October, 2011

L. Corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extend Entitlements EOT-36358

Project Address (Location) 2230 W. Bonanza Rd Lv, NV 89106

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-29-704-019-025 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bart maybie **Contact** Bart maybie

Address 2753 n. Lamb Blvd **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89115

E-mail Address _____

APPLICANT Bart maybie **Contact** Bart or AS

Address 2753 n. Lamb Blvd **Phone:** 702-431-3922 **Fax:** 702-431-3922

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Bart maybie

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bart maybie

Subscribed and sworn before me

This 5th day of October, 20 11.

L. Corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

FOR DEPARTMENT USE ONLY

Case #	EOT-43422
Meeting Date:	11/16/11
Total Fee:	$ 300.00
Date Received:*	10/4/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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

April 21, 2006

Mr. Demetrius McWhorter
Big Mama's Rib Shack
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: SDR-11707 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO VAR-11712 AND VAR-11714

Dear Mr. McWhorter:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 12-STORY MIXED-USE DEVELOPMENT CONSISTING OF 300 RESIDENTIAL UNITS AND 10,000 SQUARE FEET OF COMMERCIAL SPACE, WITH WAIVERS TO ALLOW A REDUCTION OF PERIMETER LANDSCAPE REQUIREMENTS, AND TO ALLOW A TEN-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 540 FEET IS THE MINIMUM SETBACK REQUIRED on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. Related Variances (VAR-11712 and 11714) approved by the City Council.

2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

3. All development shall be in conformance with the site plan date stamped 03/06/06, and building elevations and landscape plans date stamped 02/07/06, except as amended by conditions herein.

4. Approval of this request shall expunge all previous related approvals for mixed-use development on the site.

5. Waivers from Perimeter Landscaping and Residential Adjacency Standards are hereby approved to allow a reduction of perimeter buffering along the east and west property lines, to allow 39 perimeter trees where 57 are required, and a 2.3-foot Residential Adjacency setback, where 580 feet is required.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
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18112-001-06-05
CLV 7009

EOT-43422

6. The site plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for building permit, to reflect an eight-foot screen wall along the north and east property lines.

7. The conceptual landscape plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, to reflect a Pedestrian Path along Bonanza Road as required by the Transportation Trails Element of the City of Las Vegas 2020 Master Plan. The path should consist of a five-foot path in the right-of-way, and a five-foot landscaped transition strip on the subject site. The property owner will be responsible for the maintenance of the trail.

8. Additional review of the proposed signage will be required when a more detailed signage plan is available for the site. All signage must comply with Title 19.14 of the Las Vegas Municipal Code.

9. A permanent underground sprinkler system shall be installed in all landscape areas as required by the City of Las Vegas and shall be permanently maintained in a satisfactory manner.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. The landscape plan shall include irrigation specifications.

11. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

12. The elevations shall be approved by Planning and Development Department staff, prior to the time application is made for a building permit, to ensure that the proposed color palette is in conformance with the Commercial Development Standards outlined in Title 19.08. Buildings shall be finished in earth tone or neutral colors indigenous to the Las Vegas Valley and its surrounds. Black, white and bright colors are not acceptable except as trim or accent colors on architectural details. Fluorescent colors are prohibited.

13. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance of 22% (as defined by the National Institute of Standards and Technology).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

16. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize downward-directed lights. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

17. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

18. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

19. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

20. Coordinate with the City Surveyor to determine the appropriate mapping method for this site prior to the issuance of any permits or the submittal of a Map subdividing this site; comply with the recommendations of the City Surveyor. Grant a traffic signal chord easement on the northeast corner of Dike Lane and Bonanza Road.

21. Construct all incomplete half-street improvements on Dike Lane adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Also, remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

22. Clarify the 20-foot wide easement shown on the east edge of this site plan; to whom is it granted and for what purpose. If it is existing, show book and page of the instrument which granted it.

23. Landscape and maintain all unimproved rights-of-way, if any, on Bonanza Road and Dike Lane adjacent to this site.

24. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Bonanza Road and Dike Lane public rights-of-way adjacent to this site prior to occupancy of this site.

25. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Bonanza Road public right of way adjacent to this site prior to the issuance of any permits.

26. Coordinate with the Collection Systems Planning Section of the Department of Public Works to determine offsite relief sewer requirements in Bonanza Road necessary to meet the demands of this development. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

27. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights of way are not required and Traffic Control devices are or may be proposed at this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

28. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be

contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

29. Site development to comply with all applicable conditions of approval for ZON-6510 and all other applicable site-related actions.

30. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings.

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

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

Mr. Demetrius McWhorter
9054 Barium Rock Avenue
Las Vegas, Nevada 89143

Mr. Demetrius McWhorter
Mr. Jeff Jordan
Rosebud Development
710 Dike Lane
Las Vegas, Nevada 89016

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

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

December 3, 2009

Mr. Demetrius McWhorter
Bud Holdings, LLC
2230 West Bonanza Road
Las Vegas, NV 89106

RE: EOT-36358 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 2, 2009

Dear Mr. McWhorter:

The City Council at a regular meeting held December 2, 2009 APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11707) FOR A PROPOSED 12-STORY MIXED USE DEVELOPMENT CONSISTING OF 300 RESIDENTIAL UNITS AND 10,000 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS TO ALLOW A 10-FOOT RESIDENTIAL ADJACENCY SETBACK WHERE 540 FEET IS THE MINIMUM SETBACK REQUIRED on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 3, 2009. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-11707) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-11707) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Doreen Araujo

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, NV 89104

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OCT 05 2011
EOT-43422
Printed with environmentally friendly soy ink.

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-43423 – ABEYANCE ITEM - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-11712) TO ALLOW 400 PARKING SPACES WHERE 493 PARKING SPACES IS THE MINIMUM NUMBER OF PARKING SPACES REQUIRED FOR A PROPOSED MIXED USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for VAR-11712
4. City Council Approval Letter for EOT-36365

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43423** APN: 139-29-704-019-25

Name of Property Owner: Bart maybie

Name of Applicant: Bart maybie

Name of Representative: Bart maybie

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: Bart maybie

Subscribed and sworn before me

This 12th day of October, 2011

L. Corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of time (VAR-11712)

Project Address (Location) 2230 w. Bonanza Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-29-704-019-025 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bart maybie **Contact** Bart or AJ

Address 2753 n. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas, NV **State** NV **Zip** 89115

E-mail Address bartmaybie@earthlink.net

APPLICANT Bart maybie **Contact** Bart or AJ

Address 2753 n. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3920

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE Bart maybie **Contact** Bart or AJ

Address 2753 n. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bart maybie

Subscribed and sworn before me

This 5th day of October, 20 11.

L. Corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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

April 21, 2006

Mr. Demetrius McWhorter
Big Mama's Rib Shack
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: VAR-11712 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO VAR-11714 AND SDR-11707

Dear Mr. McWhorter:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Variance TO ALLOW 400 PARKING SPACES WHERE 493 PARKING SPACES IS THE MINIMUM NUMBER OF PARKING SPACES REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-11707) and Variance (VAR-11714).

2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: See Attached List

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

EOT-43423

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

Mr. Demetrius McWhorter
9054 Barium Rock Avenue
Las Vegas, NevadA 89143

Mr. Demetrius McWhorter
Mr. Jeff Jordan
Rosebud Development
710 Dike Lane
Las Vegas, Nevada 89016

EOT-43423

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

December 3, 2009

Mr. Demetrius McWhorter
Bud Holdings, LLC
2230 West Bonanza Road
Las Vegas, NV 89106

RE: EOT-36365 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 2, 2009

Dear Mr. McWhorter:

The City Council at a regular meeting held December 2, 2009 APPROVED the request for an Extension of Time of a previously approved Variance (VAR-11712) TO ALLOW 400 PARKING SPACES WHERE 493 SPACES ARE THE MINIMUM REQUIRED FOR A PROPOSED MIXED USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 3, 2009. This approval is subject to:

Planning and Development

1. This Variance (VAR-11712) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11712) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Doreen Araujo

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, NV 89104

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
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City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-43424 – ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-6504) FOR A PROPOSED MIXED-USE DEVELOPMENT at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-6504
4. City Council Approval Letter for EOT-36361

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43424** APN: 139-29-704-019-025

Name of Property Owner: Bart maybie

Name of Applicant: _____

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Bart maybie

Subscribed and sworn before me

This 12th day of October, 2011

L. corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time (SUP 6504)

Project Address (Location) 2230 W. Bonanza Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-29-704-019-025 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas, NV **State** NV **Zip** 89115

E-mail Address bartmaybie@earthlink.net

APPLICANT Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3920

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE Bart Maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las Vegas **State** NV **Zip** 89115

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bart maybie

Subscribed and sworn before me

This 5th day of October, 20 11.

L. corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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

October 6, 2005

Mr. Demetrius McWhorter
Mr. Jeff Jordan
710 Dike Lane
Las Vegas, Nevada 89106

RE: SUP-6504 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 5, 2005
RELATED TO GPA-6273, ZON-6510, VAR-6506, VAR-7665, SUP-8067, SDR-6507 AND VAC-7679

Dear Mr. McWhorter:

The City Council at a regular meeting held October 5, 2005 APPROVED the request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), R-1 (Single Family Residential) Zone, R-1 (Single Family Residential) Zone under Resolution of Intent to R-2 (Medium-Low Density Residential) Zone and C-1 (Limited Commercial) Zone [PROPOSED: C-1 (Limited Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on October 6, 2005. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Mixed Use Development.

2. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-6273), Rezoning (ZON-6510) and a subsequent Site Development Plan Review.

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

cc: See Attached List

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

EOT-43424

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Rosebud Development
2230 Bonanza Road
Las Vegas, Nevada 89106

Ms. Kristen Nueman
Aptus Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-43424

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

December 3, 2009

Mr. Demetrius McWhorter
Bud Holdings, LLC
2230 West Bonanza Road
Las Vegas, NV 89106

RE: EOT-36361 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 2, 2009

Dear Mr. McWhorter:

The City Council at a regular meeting held December 2, 2009 APPROVED the request for an Extension of Time of a previously approved Special Use Permit (SUP-6504) FOR A PROPOSED MIXED USE DEVELOPMENT adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 3, 2009. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-6504) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-6504), subsequent approvals for Site Development Plan Review (SDR-11707), Variances (VAR-11712 and VAR-11714) all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, NV 89104

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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EOT-43424

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City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-43425 – ABEYANCE ITEM - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-11714) TO ALLOW A 6.8-FOOT REAR-YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A 2.3-FOOT SIDE-YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A FIVE-FOOT CORNER-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK ALLOWED, TO ALLOW A MAXIMUM LOT COVERAGE OF 83.6 PERCENT WHERE 50 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED, AND TO ALLOW A REDUCTION OF BUILDING STEP-BACK REQUIREMENTS FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for VAR-11714
4. City Council Approval Letter for EOT-36364

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43425** APN: 139-29-704-019-025

Name of Property Owner: Bart maybie

Name of Applicant: Bart maybie

Name of Representative: Bart maybie

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: Bart maybie

Subscribed and sworn before me

This 5th day of October, 2011

L. corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time CVAR-11714

Project Address (Location) 2230 +/- Bonanza Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-29-704-019-025 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bart maybie **Contact** Bart or AJ

Address 2753 n. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas, NV **State** NV **Zip** 89115

E-mail Address bartmaybie@earthlink.net

APPLICANT Bart maybie **Contact** Bart or AJ

Address 2753 n. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3920

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE Bart maybie **Contact** Bart or AJ

Address 2753 n Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bart maybie

Subscribed and sworn before me

This 5th day of October, 20 11.

L. Corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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

April 21, 2006

Mr. Demetrius McWhorter
Big Mama's Rib Shack
2230 West Bonanza Road
Las Vegas, Nevada 89106

RE: VAR-11714 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO VAR-11712 AND SDR-11707

Dear Mr. McWhorter:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Variance TO ALLOW A 6.8-FOOT REAR-YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A 2.3-FOOT SIDE-YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A FIVE-FOOT CORNER-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK ALLOWED, TO ALLOW A MAXIMUM LOT COVERAGE OF 83.6 PERCENT WHERE 50 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED, AND TO ALLOW A REDUCTION OF BUILDING STEP-BACK REQUIREMENTS FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-11707) and Variance (VAR-11712).

2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: See Attached List

CITY OF LAS VEGAS
400 STEWART AVENUE
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VOICE 702.229.6011
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18112-001-06-05
CLV 7009

EOT-43425

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

Mr. Demetrius McWhorter
9054 Barium Rock Avenue
Las Vegas, Nevada 89143

Mr. Demetrius McWhorter
Mr. Jeff Jordan
Rosebud Development
710 Dike Lane
Las Vegas, Nevada 89016

EOT-43425

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

December 3, 2009

Mr. Demetrius McWhorter
Bud Holdings, LLC
2230 West Bonanza Road
Las Vegas, NV 89106

RE: EOT-36364 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 2, 2009

Dear Mr. McWhorter:

The City Council at a regular meeting held December 2, 2009 APPROVED the request for an Extension of Time of a previously approved Variance (VAR-11714) TO ALLOW A 6.8-FOOT REAR-YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A 2.3-FOOT SIDE-YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED, TO ALLOW A FIVE-FOOT CORNER-YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK ALLOWED, TO ALLOW A MAXIMUM LOT COVERAGE OF 83.6 PERCENT WHERE 50 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED, AND TO ALLOW A REDUCTION OF BUILDING STEP-BACK REQUIREMENTS FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.88 acres at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial)and R-1 (Single Family Residential) with a Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 3, 2009. This approval is subject to:

Planning and Development

1. This Variance (VAR-11714) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11714) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RECEIVED
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EOT-43425

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Sincerely,

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, NV 89104

EOT-43425

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43426 – ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: BART MAYBIE - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-8067) TO ALLOW A PROPOSED 350-FOOT TALL BUILDING WHERE 140 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE AIRPORT OVERLAY ZONE at 2228 and 2230 West Bonanza Road; and 704, 706, 708, and 710 Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) Zone and R-1 (Single Family Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-8067
4. City Council Approval Letter for EOT-36362

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43426** APN: 139-29-704-019;025

Name of Property Owner: Bart maybie

Name of Applicant: Bart maybie

Name of Representative: Bart maybie

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: Bart maybie

Subscribed and sworn before me

This 11th day of October, 2011

L. corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of time (Sup-8067)

Project Address (Location) 2230 W. Bonanza Rd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-29-704-019, 025 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas, NV **State** NV **Zip** 89115

E-mail Address bartmaybie@earthlink.net

APPLICANT Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3920

City Las vegas **State** NV **Zip** 89115

E-mail Address _____

REPRESENTATIVE Bart maybie **Contact** Bart or AJ

Address 2753 N. Lamb Blvd **Phone:** 702-431-3920 **Fax:** 702-431-3922

City Las vegas **State** NV **Zip** 89116

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bart maybie

Subscribed and sworn before me

This 5th day of October, 20 11.

L. corby

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
L. CORBY
Appt. No. 00-64943-1
My Appt. Expires July 1, 2012

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

AS 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

October 31, 2005

Mr. Demetrius McWhorter
Mr. Jeff Jordan
710 Dike Lane
Las Vegas, Nevada 89106

RE: SUP-8067 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 5, 2005
RELATED TO GPA-6273, ZON-6510, VAR-6506, VAR-7665, SUP-6504, SDR-6507 AND VAC-7679

Dear Mr. McWhorter:

The City Council at a regular meeting held October 5, 2005 APPROVED the request for a Special Use Permit TO ALLOW A PROPOSED 350 FOOT TALL BUILDING WHERE 140 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE AIRPORT OVERLAY ZONE adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), R-1 (Single Family Residential) Zone, R-1 (Single Family Residential) Zone under Resolution of Intent to R-2 (Medium-Low Density Residential) Zone and C-1 (Limited Commercial) Zone [PROPOSED: C-1 (Limited Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on October 6, 2005. This approval is subject to:

Planning and Development

1. A letter from the Clark County Department of Aviation approving the maximum building height with no change in altitude or flight patterns shall be submitted to the City prior to the issuance of building permits.

2. Conformance to all Minimum Requirements under Title 19.06.080 for a project in the Airport Overlay District.

3. Approval of and conformance to the Conditions of Approval for applications submitted for a General Plan Amendment (GPA-6273), a Rezoning (ZON-6510), a Variance (VAR-6506), a Variance (VAR-7665), Special Use Permit (SUP-6504) and a Site Development Plan Review (SDR-6507).

4. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

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

EOT-43426

5. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Rosebud Development
2230 Bonanza Road
Las Vegas, Nevada 89106

Ms. Kristen Nueman
Aptus Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

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

December 3, 2009

Mr. Demetrius McWhorter
Bud Holdings, LLC
2230 West Bonanza Road
Las Vegas, NV 89106

RE: EOT-36362 - EXTENSION OF TIME
CITY COUNCIL MEETING OF DECEMBER 2, 2009

Dear Mr. McWhorter:

The City Council at a regular meeting held December 2, 2009 APPROVED the request for an Extension of Time of a previously approved Special Use Permit (SUP-8067) FOR A 350-FOOT TALL BUILDING WHERE 140 FEET IS THE MAXIMUM HEIGHT ALLOWED IN THE AIRPORT OVERLAY ZONE adjacent to the northeast corner of Bonanza Road and Dike Lane (APNs 139-29-704-019 through 025), C-1 (Limited Commercial) and R-1 (Single Family Residential) under Resolution of Intent to C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 3, 2009. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-8067) shall expire on October 5, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-8067) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Doreen Araujo

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, NV 89104

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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EOT-43426

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City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43817 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: VALLEY OF THE SUN LAS VEGAS, LLC - OWNER: 750 FREMONT, LLC - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-24527) FOR A 43,000 SQUARE-FOOT TAVERN WITH NIGHT CLUB AND BANQUET FACILITY on 0.64 acres at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

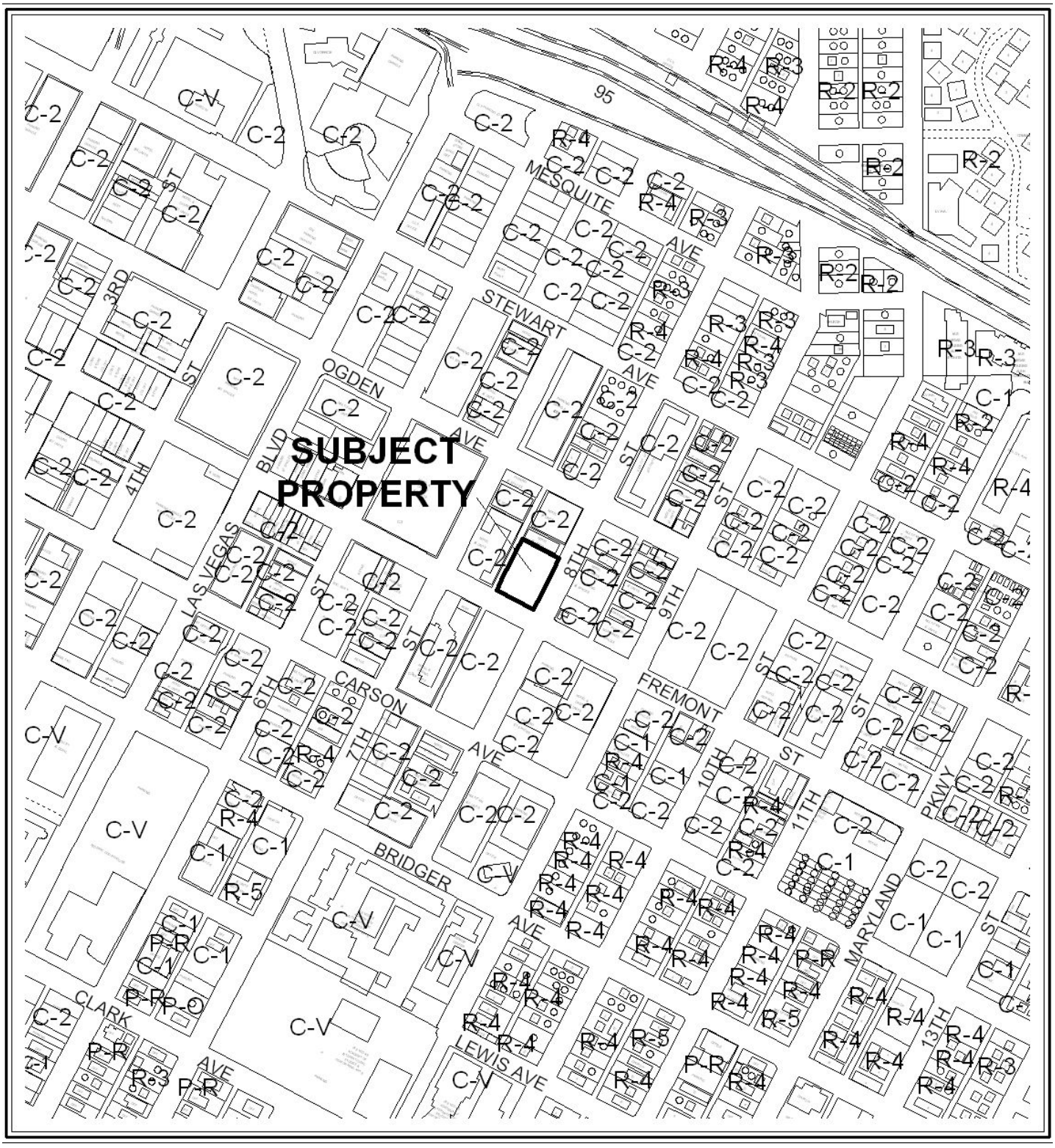
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - EOT-43817 and EOT-43818
2. Conditions and Staff Report - EOT-43817 and EOT-43818
3. Supporting Documentation
4. City Council Approval Letter for SDR-24527
5. City Council Approval Letter for EOT-36749
6. Justification Letter for EOT-43817 and EOT-43818



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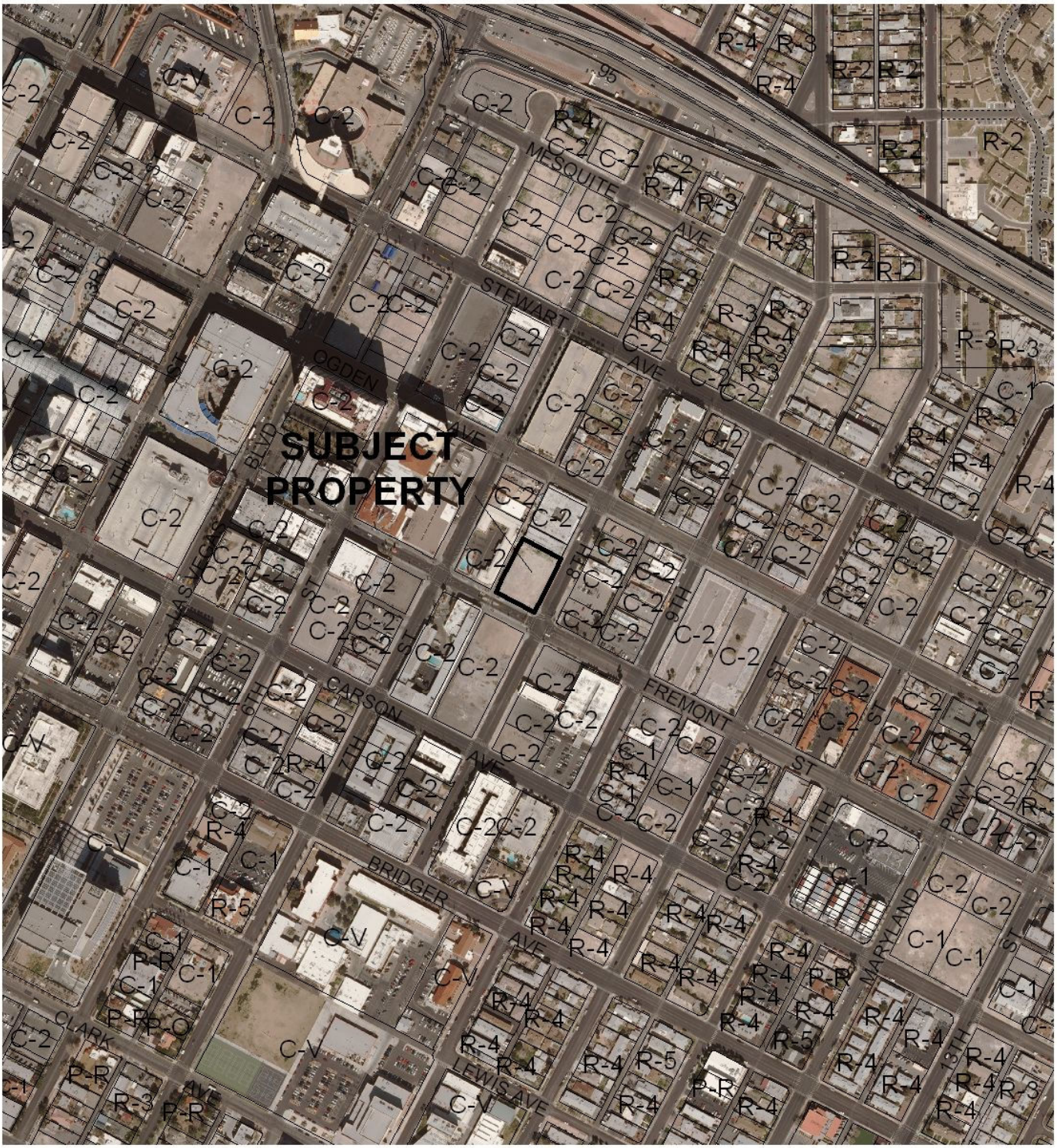
CASE: EOT-43818 & EOT-43817

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 400 800 Feet

CASE: EOT-43818 & EOT-43817

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: VALLEY OF THE SUN LAS VEGAS, LLC - OWNER: 750 FREMONT, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43817 EOT-43818	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

EOT-43817 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-24527) shall expire on November 21, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-24527) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-43817 CONDITIONS

Planning

1. This Special Use Permit (SUP-24529) shall expire on November 21, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-24529) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The is a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-24527) and Special Use Permit (SUP-24529) for a 43,000 square-foot Tavern with Night Club and Banquet Facility at 760 Fremont Street. In August 2008, plans were submitted for review, but have since expired with no building permits issued for the proposed project. There have been new entitlements for surrounding properties that includes a two-story building with a recreation/amusement facility to the northwest, a parking lot to the northeast, a condominium development and tavern to the south.

The applicant is requesting Extension of Times to secure financing for the project. As the proposed project will not negatively affect the new development in the surrounding areas, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/21/07	The City Council approved a request for a Special Use Permit (SUP-24529) for a Tavern-Limited Establishment at 760 Fremont Street. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site development Plan Review (SDR-24527) for a 43,000 square-foot Tavern with Night Club and Banquet Facility.
04/22/08	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-27568) for a reversion to acreage of approximately 0.70 acres at the northwest corner of 8th Street and Fremont Street. The map was not recorded.
10/14/08	The Downtown Entertainment Overlay District- Design Review Committee (DEOD-DRC) approved a request for a Master Sign Plan (ARC-29745) for a proposed Entertainment Venue at 760 Fremont Street.
01/06/10	The City Council approved a request for an Extension of Time (EOT-36750) of a previously approved Special Use Permit (SUP-24529) for a Tavern-Limited Establishment at 760 Fremont Street. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-36749) of a previously approved Site Development Plan Review (SDR-24527) for a 43,000 square-foot Tavern with Night Club and Banquet Facility.

Most Recent Change of Ownership	
02/19/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/16/08	A building permit (117874) was issued for the demolition of a two-story building at 760 Fremont Street.
08/15/08	Plan Check 29493 was processed for a proposed building at 760 Fremont Street. The plans expired on 03/23/11 with discrepancies still outstanding.

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	0.64

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Tavern, Nightclub, and Banquet Facility	C (Commercial)	C-2 (General Commercial)
North	Motel	C (Commercial)	C-2 (General Commercial)
South	Undeveloped Land	C (Commercial)	C-2 (General Commercial)
East	Retail Establishment, Motel	C (Commercial)	C-2 (General Commercial)
West	Motel	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (Fremont East)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Entertainment Overlay	X		Y
Live/ Works 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 second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-24527) and Special Use Permit (SUP-24529) for a proposed 43,000 square-foot Tavern with Night Club and Banquet Facility at 760 Fremont Street. In August 2008, plans were submitted for review, but have since expired with no building permits issued for the proposed project. There have been new entitlements for surrounding properties that includes a two-story building with a recreation/amusement facility to the northwest, a parking lot to the northeast, a condominium development and tavern to the south.

Title 19.16 deems a Site Development Plan Review and Special Use Permit exercised upon the issuance of a building permit for new construction.

FINDINGS

The Site Development Plan Review (SDR-24527) and Special Use Permit (SUP-24529) have not been exercised in accordance with the requirements of Title 19.16 as a building permit has not been issued for the proposed project. The applicant is requesting an Extension of Time for both entitlements (SDR-24527 and SUP-24529) to secure financing for the project. As the proposed project will not negatively affect the new development in the surrounding areas, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-24527) and Special Use Permit (SUP-24529) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-43817** APN: 139-34-612-019

Name of Property Owner: Valley of the Sun Las Vegas LLC

Name of Applicant: Valley of the Sun Las Vegas LLC

Name of Representative: Victor Perrillo

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: Victor J Perrillo

Subscribed and sworn before me

This 09th day of November, 20 11

Marisela Duran, Notary Public

Notary Public in and for said County and State Orange, California

* SEE Attached Acknowledgment

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City of Las Vegas
Department of Planning

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On November 9, 2011 (Date) before me, Marisela Duran Notary Public (Here Insert Name and Title of the Officer),

personally appeared Victor John Perrillo (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

MARISELA DURAN
Commission # 1857464
Notary Public - California
Orange County
My Comm. Expires Aug 4, 2013

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: 11/09/11 Number of Pages: 1

Signer(s) Other Than Named Above: Same as above.

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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City of Las Vegas
Department of Planning

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 760 Fremont Street

Project Name Venue of Vegas **Proposed Use** Banquet, Comedy

Assessor's Parcel #(s) 139-34-612-019 **Ward #** 5

General Plan: existing GC proposed n/a **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 35,000 **Floor Area Ratio** n/a

Gross Acres 0.64 **Lots/Units** n/a **Density** n/a

Additional Information SUP-24529

PROPERTY OWNER 750 Freemont, LLC **Contact** Victor Perrillo

Address 1345 S Lewis St **Phone:** 714-999-1476 **Fax:**

City Anaheim **State** CA **Zip** 92805

E-mail Address

APPLICANT Valley of the Sun Las Vegas LLC **Contact** Victor Perillo

Address 1345 South Lewis Street **Phone:** 714-999-1476 **Fax:**

City Anaheim **State** CA **Zip** 92805

E-mail Address

REPRESENTATIVE APTUS **Contact** Rochelle Wallis

Address 1200 South 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** NV **Zip** 89104

E-mail Address rochelle@aptusgroup.com

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Victor John Perrillo

Subscribed and sworn before me

This 09th day of November, 20 11.

Marisela Duenas, Notary Public

*SEE Acknowledgment attached Orange, CA.

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	EOT - 43817
Meeting Date:	~~ADMIN~~ 2/15/12 12/21/11
Total Fee:	$300
Date Received:*	11/10/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On November 9, 2011 (Date) before me, MARISELA Duran, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Victor John Perrillo (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MARISELA DURAN
Commission # 1857464
Notary Public - California
Orange County
My Comm. Expires Aug 4, 2013

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application / Petition Form

Document Date: November 09 2011 Number of Pages: 1

Signer(s) Other Than Named Above: Same as above

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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City of Los Angeles
Department of Planning

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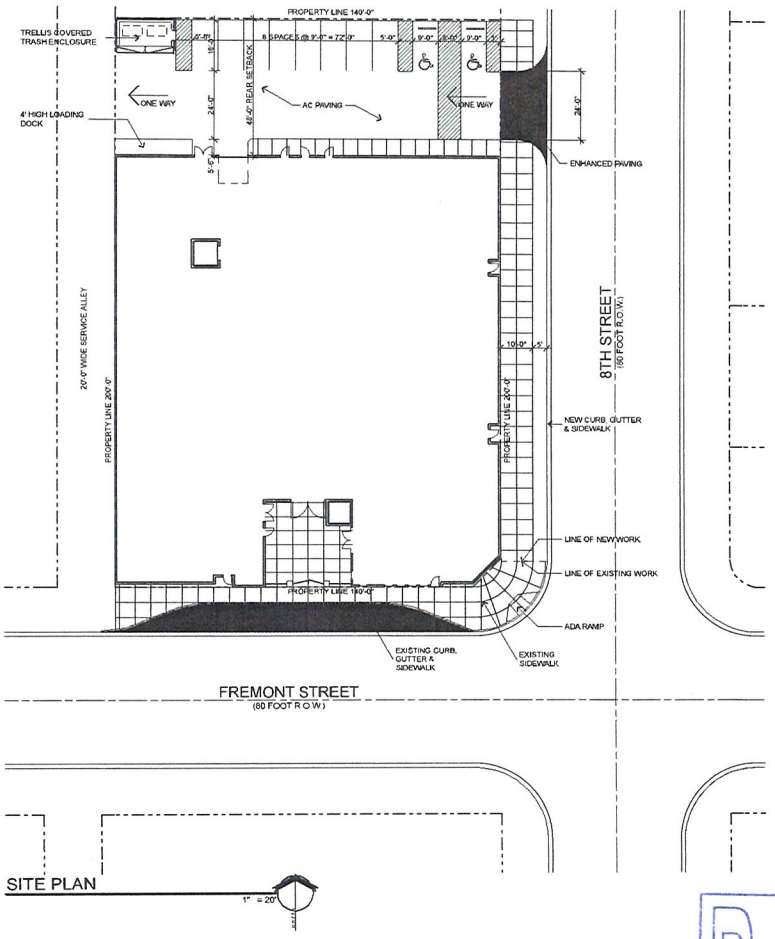

SITE PLAN

1" = 20'

VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER		139-34-612-015
JURISDICTION		CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN		GC
EXISTING ZONING		C-2
SITE AREA		28,000 SF 0.64 ACRES
SETBACKS - (BUILDING)		
	REQ'D	PROVIDED
FRONT	0'-0"	0'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	0'-0"	0'-0"
REAR	0'-0"	48'-0"
MAX HEIGHT		MAIN CENTENNIAL PLAN)
ACTUAL HEIGHT		65'-0", 2 STORIES
LOT COVERAGE ALLOWED		N/A
ACTUAL LOT COVERAGE		76%

BUILDING AREA

BUILDING AREAS:	
ASSEMBLY - 1ST FLOOR	21,500 SF
ASSEMBLY - 2ND FLOOR	21,500 SF
TOTAL SQUARE FOOTAGE	43,000 SF

PARKING AREA

BUILDING AREA	PROVIDED
STANDARD PARKING SPACES PROVIDED	6
HANDICAPPED SPACES PROVIDED	2
TOTAL PARKING	10
LOADING ZONE (10' X 15')	(1)

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Venue of Vegas
Site Development Review
8th Street & Fremont Street
Las Vegas, Nevada 89101

City of Las Vegas SDR Submittal 9.11.07

SITE PLAN
AS100

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City of Las Vegas
Department of Planning

EOT-43817
EOT-43818

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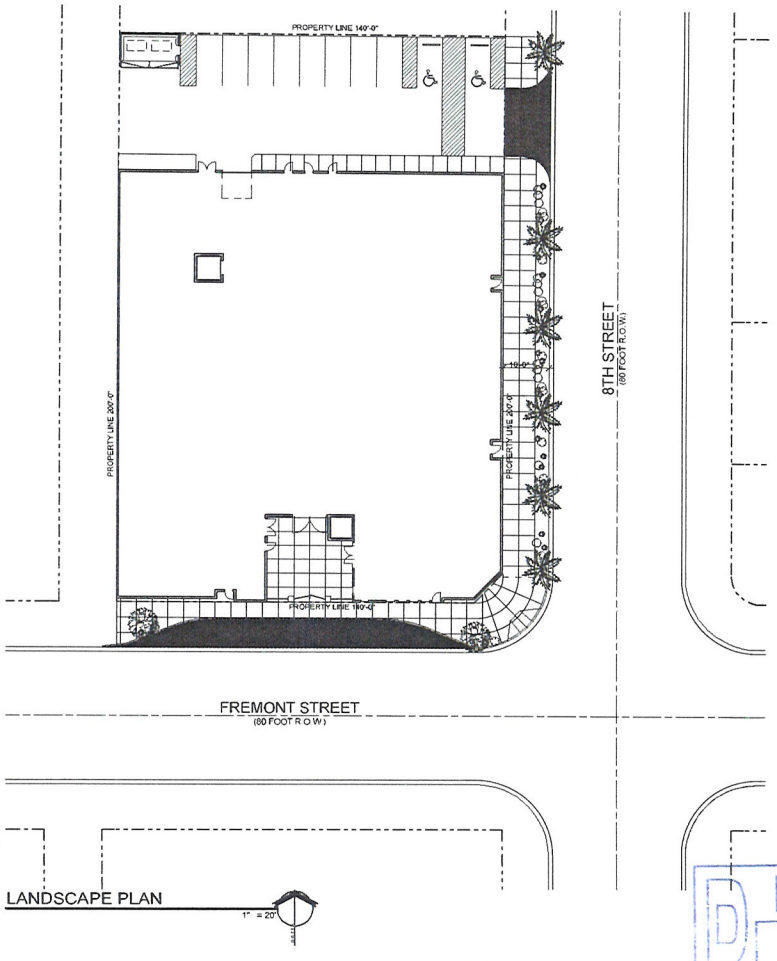

LANDSCAPE PLAN

1" = 20'

Landscape Schedule				
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY
	DATE PALM	phoenix	24" Box	40
	SCUTTIEFN LIVE OAK	acacia stenophylla	24" Box	16
	TEXAS RANGER	leucophyllum frutescens "Green Cloud"	5 gal	37
	GERMANDER	-	5 gal	28
	SALVIA	salvia greggii	5 gal	42

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Venue of Vegas
Site Development Review
8th Street & Fremont Street
Las Vegas, Nevada 89101

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PLANTING PLAN

L100

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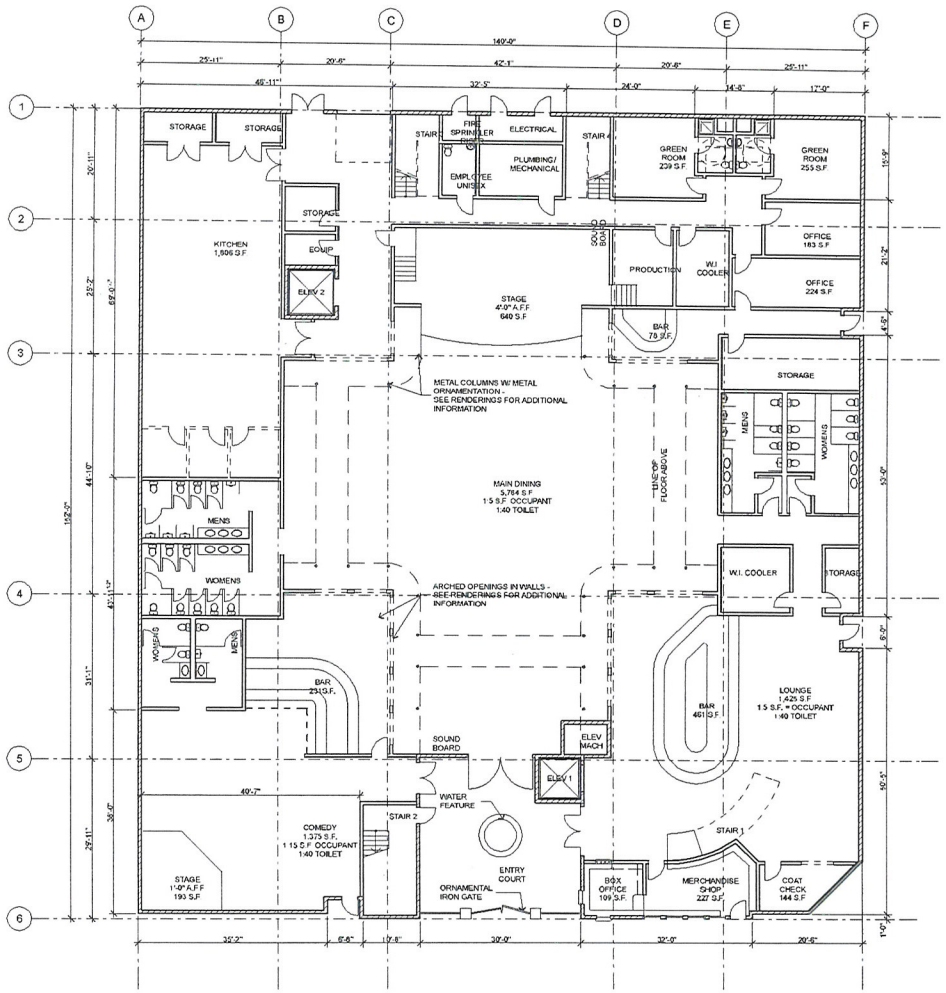

FIRST FLOOR PLAN

3/32" = 1'-0"

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

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FIRST FLOOR PLAN

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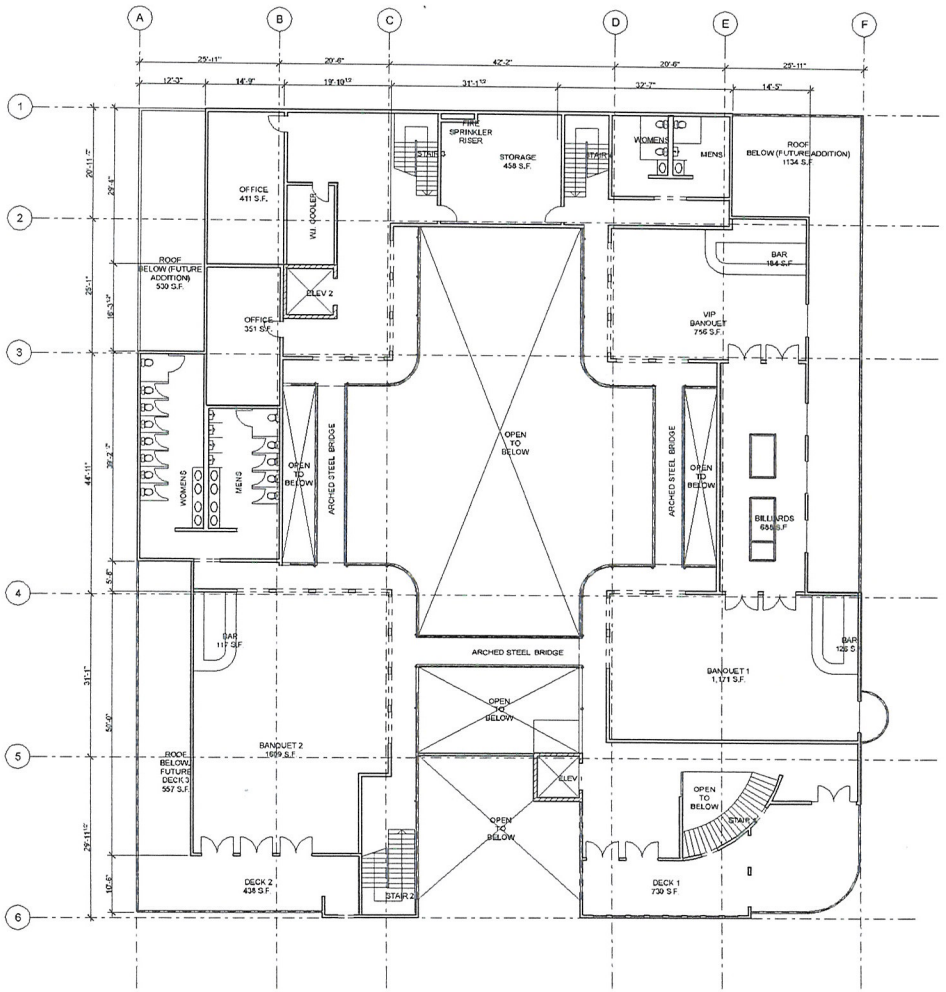

SECOND FLOOR PLAN

3/32" = 1'-0"

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.979.1200
F 702.839.1213

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SECOND FLOOR PLAN

A101

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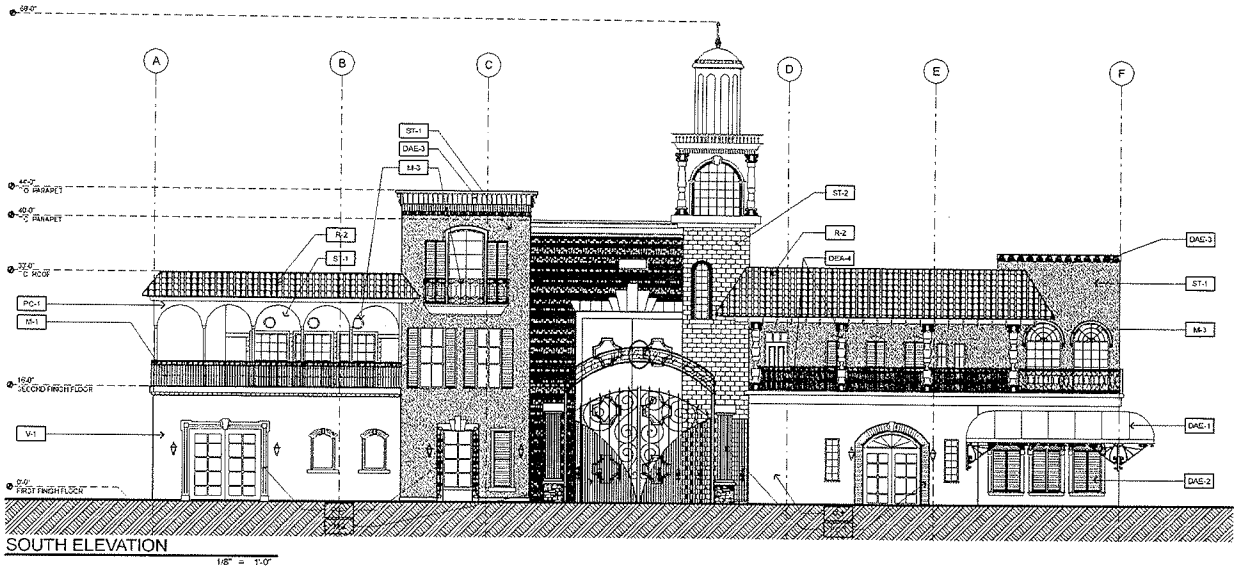
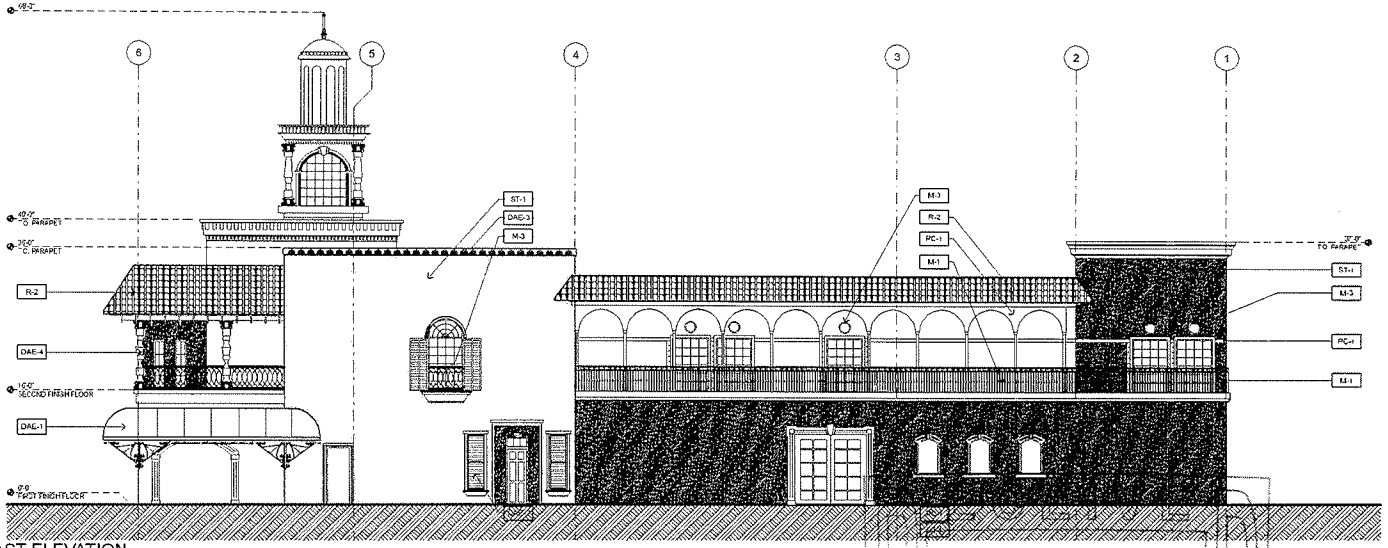


SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"

EXTERIOR FINISH SYSTEMS.

V-1 PRE-MANUFACTURED VENEER

V-2 PRE-MANUFACTURED VENEER

PC-1 PRECAST CONCRETE DECORATIVE ELEMENTS.

ST-1 7/8" 3-COAT STUCCO SYSTEM CONSISTING OF SCRATCH, BROWN AND "EXTURE" COLOR COATS ON STUCCO LATH ON 30# ASPHALT IMPREGNATED BUILDING PAPER ON EXTERIOR SHEATHING. "TYPICAL MEDIUM SAND FINISH.

ST-2 7/8" 3-COAT STUCCO SYSTEM CONSISTING OF SCRATCH, BROWN AND "EXTURE" COLOR COATS ON STUCCO LATH ON 30# ASPHALT IMPREGNATED BUILDING PAPER ON EXTERIOR SHEATHING. "TYPICAL CONTROL JOINTS ON ARCHITECTURAL PATTERN.

M-1 METAL DECORATIVE RAILING (GUARDRAIL)

M-2 METAL DECORATIVE GATES

M-3 DECORATIVE METAL ACCENTS

PAINT.

P-1 FIELD COLOR

P-2 ACCENT #1

P-3 ACCENT #2

ROOF SYSTEMS.

R-1 BUILT-UP ROOFING SYSTEM CONSISTING OF GRANULE SURFACED FIBERGLASS CAP SHEET, 2 PLIES FIBERGLASS FELT OVER 1" RIGID INSULATION OVER PLYWOOD SHEATHING. SEE A500 FOR ADDITIONAL INFORMATION

R-2 DECORATIVE "LE ROOF

DECORATIVE ARCHITECTURAL ELEMENTS.

DAE-1 CANVAS AWNING

DAE-2 DECORATIVE "WOOD" FIXED SHUTTERS

DAE-3 PRE-MANUFACTURED CORNICE-PAINTED

DAE-4 SIMULATED WOOD GUARDRAIL & BALCONY COLUMNS

APTUS Architecture
1200 South 4th Street
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Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

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8th Street & Fremont Street
Las Vegas, Nevada 89101

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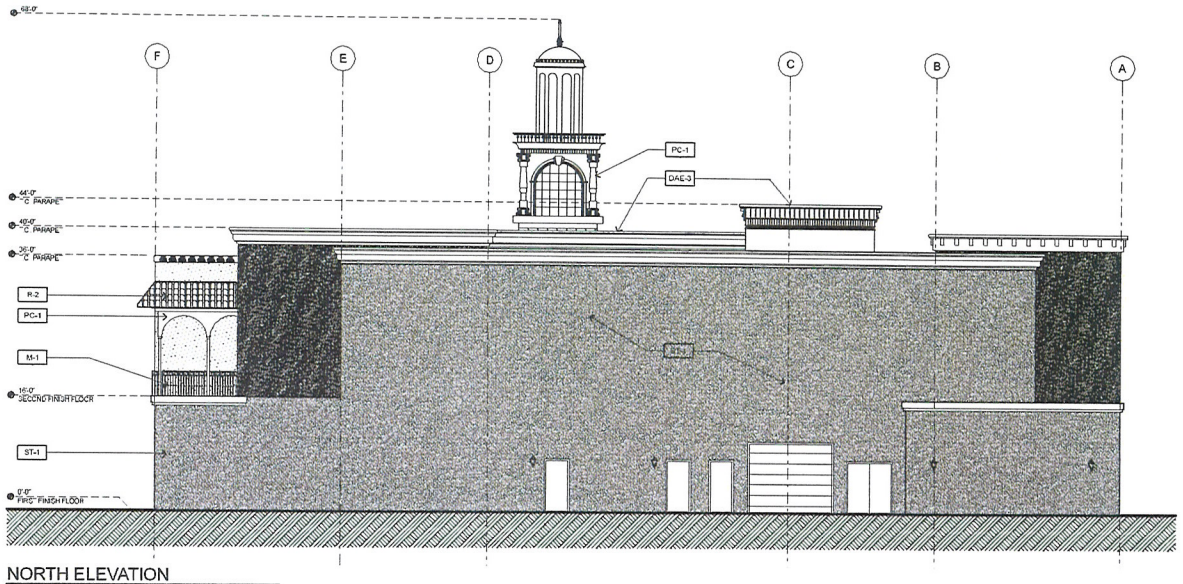
BUILDING ELEVATIONS

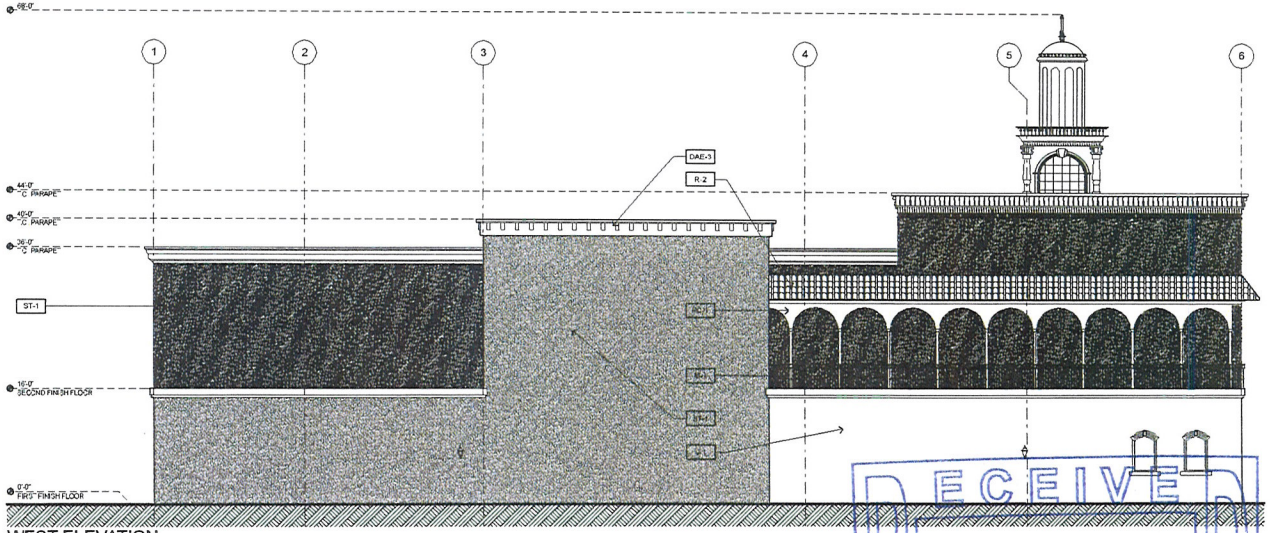
A200

City of Las Vegas
Department of Planning
EOT-43817
EOT-43818



NORTH ELEVATION

1/8" = 1'-0"



WEST ELEVATION

1/8" = 1'-0"

EXTERIOR FINISH SYSTEMS.

V-1	PRE-MANUFACTURED VENEER
V-2	PRE-MANUFACTURED VENEER
PC-1	PRECAST CONCRETE DECORATIVE ELEMENTS.
ST-1	7/8" 3-COAT STUCCO SYSTEM CONSISTING OF SCRATCH, BROWN AND FINISH COLOR COATS ON STUCCO LATH ON 30# ASPHALT IMPREGNATED BUILDING PAPER ON EXTERIOR SHEATHING. TYPICAL MEDIUM SAND FINISH.
ST-2	7/8" 3-COAT STUCCO SYSTEM CONSISTING OF SCRATCH, BROWN AND FINISH COLOR COATS ON STUCCO LATH ON 30# ASPHALT IMPREGNATED BUILDING PAPER ON EXTERIOR SHEATHING. TYPICAL CONTROL JOINTS ON ARCHITECTURAL PATTERN.
M-1	METAL DECORATIVE RAILING (GUARDRAIL)
M-2	METAL DECORATIVE GATES
M-3	DECORATIVE METAL ACCENTS

PAINT.

P-1	FIELD COLOR
P-2	ACCENT #1
P-3	ACCENT #2

ROOF SYSTEMS.

R-1	BUILT-UP ROOFING SYSTEM CONSISTING OF GRANULE SURFACED FIBERGLASS CAP SHEET, 2 PLIES FIBERGLASS FELT OVER 1" RIGID INSULATION OVER PLYWOOD SHEATHING, SEE A3/0 FOR ADDITIONAL INFORMATION.
R-2	DECORATIVE TILE ROOF

DECORATIVE ARCHITECTURAL ELEMENTS.

DAE-1	CANVAS AWNING
DAE-2	DECORATIVE "WOOD" FIXED SHUTTERS.
DAE-3	PRE-MANUFACTURED CORNICE-PAINTED
DAE-4	SIMULATED WOOD GUARDRAIL & BALCONY COLUMNS.

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BUILDING ELEVATIONS

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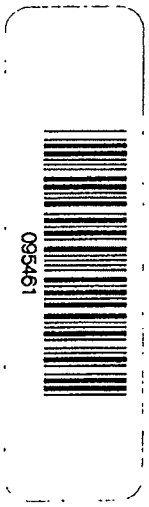
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

November 26, 2007

Mr. Gregory Berkewitz
750 Fremont, LLC
125 North Halsted, Suite #203
Chicago, Illinois 60661

RE: SDR-24527 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 21, 2007
RELATED TO SUP-24529

Dear Mr. Berkewitz:

The City Council at a regular meeting held November 21, 2007 APPROVED the request for a Site Development Plan Review FOR A 43,000 SQUARE FOOT TAVERN, WITH NIGHT CLUB AND BANQUET FACILITY on 0.64 acres at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 21, 2007. This approval is subject to:

Planning & Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan date stamped 09/21/07 and landscape plan and building elevations date stamped 09/11/07, except as amended by conditions herein.

3. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

4. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

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5. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

6. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

7. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

8. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Coordinate with the Department of Building and Safety to determine if existing property lines have any impact to development of this site.

12. Dedicate a 10 foot radius on the northwest corner of Fremont Street and 8th Street prior to the issuance of any permits.

13. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All new improvements shall be constructed to the Downtown Centennial Plan Standards, unless specifically allowed otherwise through waivers approved by City Council.

14. Submit an application to the Land Development section of the Department of Public Works for a deviation from Standard Drawing #222a for the driveway accessing this site from 8th Street.

15. Landscape and maintain all unimproved rights-of-way, if any, on Fremont Street and 8th Street adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

16. Submit an Encroachment Agreement for all landscaping, if any, located in the public rights-of-way adjacent to this site prior to occupancy of this site.

EOT-43817

17. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths 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 drainage ways as recommended.

18. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Victor Perillo
1345 South Lewis Street
Anaheim, California 92805

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

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LAS VEGAS CITY COUNCIL

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RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

January 8, 2010

Mr. Victor Perrillo
Valley of Las Vegas
1345 South Lewis Street
Anaheim, California 92805

RE: EOT-36749 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JANUARY 6, 2010

Dear Mr. Perrillo:

The City Council at a regular meeting held January 6, 2010 APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-24527) FOR A 43,000 SQUARE-FOOT TAVERN WITH NIGHT CLUB AND BANQUET FACILITY at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 7, 2010. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-24527) shall expire on November 21, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-24527) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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APTUS

November 10, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-34-612-019

Re: EOT – Extension of Time for the following applications:

SUP-24529
SDR-24527

Architecture
Engineering
Planning
Interiors
Landscape

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned apolications. The owner still trying to move forward with this project and is trying to secure financing. We are requesting an extension of time for 2 years.

Venue of Vegas will be a banquet facility, comedy club and night club located on the corner of Fremont Street and 8th Street in the City of Las Vegas. We are providing six employee parking spaces and two handicapped parking spaces on site for this new project. Also, there are approximately 22 parking spaces located on Fremont Street and 8th Street and there are 680 spaces in the Neonopolis parking garage and 1472 Parking spaces in the Fremont Street Experience parking garage. The parking garages are approximately 1500' away and accessible on foot. Public transportation is also available on Las Vegas Boulevard.

The two-story building will be set at the property line along the west, east and south sides of the site. The setback on the north side is 48'-0". The entry court on the south side of the building will be gated when the venue is not in use. The project will provide all streetscape amenities and landscaping as required per the Centennial Plan. The owner wants to create a project that has an eclectic feel with a "Spanish and Andalusian" old world feel to the exterior façade and for the interior theme. The exterior is a mixture of veneers, stucco, metal work and tile roofs and cornices.

We have made every attempt to try and follow City of Las Vegas Title 19 as closely as possible in the design and layout of the site. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Rochelle Wallis, AIA
APTUS

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

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EOT-43818

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-43818 - EXTENSION OF TIME RELATED TO EOT-43817 - SPECIAL USE PERMIT - APPLICANT: VALLEY OF THE SUN LAS VEGAS, LLC - OWNER: 750 FREMONT, LLC - For possible action on a request for an Extension of Time OF A PREVIOUSLY APPROVED Special Use Permit (SUP-24529) FOR A TAVERN-LIMITED ESTABLISHMENT at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-24529
4. City Council Approval Letter for EOT-36750

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-43818 APN: 139-34-612-019

Name of Property Owner: Valley of the Sun Las Vegas LLC

Name of Applicant: Valley of the Sun Las Vegas, LLC

Name of Representative: Victor Perrillo

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: Victor J Perrillo

Subscribed and sworn before me

This 09th day of November, 20 11

Manuela Duran, Notary Public

Notary Public in and for said County and State Orange, California

*SEE Attached Acknowledgment

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Department of Planning

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/09/2011 (Date) before me, Marisela Duran, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Victor John Parrillo (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

MARISELA DURAN
Commission # 1857464
Notary Public - California
Orange County
My Comm. Expires Aug 4, 2013

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: 11/09/11 Number of Pages: 1

Signer(s) Other Than Named Above: same as above

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 760 Fremont Street

Project Name Venue of Vegas **Proposed Use** Banquet, Comedy

Assessor's Parcel #(s) 139-34-612-019 **Ward #** 5

General Plan: existing GC proposed n/a **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 35,000 **Floor Area Ratio** n/a

Gross Acres 0.64 **Lots/Units** n/a **Density** n/a

Additional Information SDR-24527

PROPERTY OWNER 750 Freemont, LLC **Contact** Victor Perrillo

Address 1345 S Lewis St **Phone:** 714-999-1476 **Fax:**

City Anaheim **State** CA **Zip** 92805

E-mail Address

APPLICANT Valley of the Sun Las Vegas LLC **Contact** Victor Perillo

Address 1345 South Lewis Street **Phone:** 714-999-1476 **Fax:**

City Anaheim **State** CA **Zip** 92805

E-mail Address

REPRESENTATIVE APTUS **Contact** Rochelle Wallis

Address 1200 South 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** NV **Zip** 89104

E-mail Address rochelle@aptusgroup.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 Victor John Perrillo

Subscribed and sworn before me

This 09th day of November, 20 11.

Marisela Duran, Notary Public

Notary Public in and for said County and State Orange CA

* See Attached Acknowledgment

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-43818
Meeting Date:	12/21/11 ~~12/7/11~~
Total Fee:	$300
Date Received:*	11/10/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/09/2011 (Date) before me, Marisela Duran Notary Public (Here Insert Name and Title of the Officer),

personally appeared Victor John Perrillo (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

MARISELA DURAN
Commission # 1857464
Notary Public - California
Orange County
My Comm. Expires Aug 4, 2013

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application / Petition Form

Document Date: 11/09/11 Number of Pages: 1

Signer(s) Other Than Named Above: Same as above

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

November 26, 2007

Mr. Gregory Berkewitz
750 Fremont, LLC
125 North Halsted, Suite #203
Chicago, Illinois 60661

RE: SUP-24529 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 21, 2007
RELATED TO SDR-24527

Dear Mr. Berkewitz:

The City Council at a regular meeting held November 21, 2007 APPROVED the request for a Special Use Permit FOR A TAVERN-LIMITED ESTABLISHMENT at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 21, 2007. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Tavern-Limited Establishment use.

2. Conformance to the conditions for Site Development Plan Review (SDR-24527), if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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City of Las Vegas
Department of Planning

6. 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, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Victor Perillo
1345 South Lewis Street
Anaheim, California 92805

Ms. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-43818

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
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RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

January 8, 2010

Mr. Victor Perrillo
Valley of Las Vegas
1345 South Lewis Street
Anaheim, California 92805

RE: EOT-36750 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JANUARY 6, 2010

Dear Mr. Perrillo:

The City Council at a regular meeting held January 6, 2010 APPROVED the request for an Extension of Time of a previously approved Special Use Permit (SUP-24529) FOR A TAVERN-LIMITED ESTABLISHMENT at 760 Fremont Street (APN 139-34-612-019), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 7, 2010. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-24529) shall expire on November 21, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-24529) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:

DIR-43794 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: CLIFFS EDGE, LLC - Required review of an annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement, on approximately 1,134 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road (APN multiple), 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. Staff Report
2. Review of Development Agreement Between The City of Las Vegas And Cliff's Edge, LLC

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CLIFFS EDGE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-43794	Staff recommends APPROVAL.	

Staff Report Page One
December 21, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for approval of a one-year development report as required by Nevada Revised Statutes Chapter 278 and Section 5.1 of the Cliff's Edge Development Agreement entered into between Cliffs Edge, LLC ("Owner") and the city of Las Vegas on March 21, 2004. Department of Planning staff has reviewed the submitted development report and has determined that the Owner is currently in substantial compliance with the requirements of the Cliff's Edge Development Agreement. Staff recommends approval of the one-year development report.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/18/04	The City Council approved the Cliff's Edge Development Agreement (DIR-3451). The Planning Commission and staff recommended approval.
03/11/04	The Planning Commission approved the Cliff's Edge Parent Tentative Map (TMP-3798) for a 35-lot mixed-use subdivision on 922.96 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road. Staff recommended approval.
03/17/04	The City Council adopted Ordinance No. 5676, thereby adopting the Cliff's Edge Development Agreement. This is also the effective date of the Agreement.
08/19/04	The Cliff's Edge Parent Final Map (FMP-4358) was recorded.
09/19/07	The City Council approved the first required review (DIR-23599) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
06/18/08	The City Council approved the second required review (DIR-28358) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
08/19/09	The City Council approved the third required review (DIR-35251) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
01/06/10	The City Council, by means of (Bill 2009-53), adopted an amended Development Agreement with Cliff's Edge LLC for the Cliff's Edge (Providence) development adjusting certain park plans and requirements for the construction of public improvements.

12/15/10	The City Council approved the fourth required review (DIR-40212) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
02/16/11	Civil Improvement Plans for Knickerbocker Park in Pod 302 was approved with permits issued (CLV Drawing #650.106).
06/11/11	Final Map (FMP-40642) for Pod 307 Phase I was recorded.

ANALYSIS

The information below reflects the extent of compliance by the owner/developer as of November 2011.

REVIEW AND DEFAULT REQUIREMENTS				
CATEGORY	**REFERENCE**	**PERFORMANCE REQUIREMENT**	**PROGRESS**	**STATUS**
Number of residential units approved	DA 5.1; MDP 2.2	Maximum of 9,064 possible residential units*	6,406 units approved through TMP or SDR	In compliance
Number of residential units built	DA 5.1	N/A	3,262 residential permits issued	In compliance
Overall density	DA 5.1; MP Land Use Element	8.0 dwelling units/acre maximum	5.65 units per acre as currently entitled	In compliance
Anticipated Phases of development for the next calendar year	DA 5.1; MDP 2.4.1	Develop per Master Development Plan Phasing Plan	▪ Pod 307 final map recorded on 06/24/11 (84 units) ▪ Completion of Knickerbocker Park (Pod 302) ▪ Construct individual residential homes based on market demand	In compliance

*Last revised September 19, 2007 (MOD-22968)

PARK AND TRAIL REQUIREMENTS					
FACILITY	**PERFORMANCE REQUIREMENT**	**OWNER ACTION**	**CITY ACTION**	**AGREEMENT REFERENCE**	**STATUS**
Pod 111 Park	Owner shall design, construct and dedicate park to City with some or all of amenities listed in Agreement	Complete when the park fund reaches $1,000,000	Ensure construction has commenced when the park fund reaches $1,000,000	6.2	Trigger for commencement of construction not reached
Pod 302 Park	Owner shall design, construct and dedicate park to City with some or all of amenities listed in Agreement	Complete when the park fund reaches $1,000,000	Ensure construction has commenced when the park fund reaches $1,000,000	6.2	Park under construction using funding outside the park fund; expected Phase I opening December 2011
Multi-Use Transportation Trail	Owner shall construct and dedicate trail to City	Commence construction prior to 01/31/06	Ensure construction is complete by 07/31/12	6.3	Completed. In compliance
Thematic Parkway Loop	Owner shall construct and dedicate trail and open space to City with some or all amenities listed in Agreement	Complete construction of the parkway loop	Ensure construction occurs concurrently with adjacent roadway	6.4	Construction (100% complete). In Compliance
Park Facilities within Flood Control Facilities	Such facilities must comply with minimum standards of City and CCRFCD	None	None	6.5	No park facilities within flood control facilities
Residential Construction Tax	Owner entitled to tax credit pursuant to LVMC 4.24	Post bond for 100% of estimated construction cost of facilities, then provide copies of all transactions	Issue full credit to Owner after facilities constructed and dedicated to City	6.6	Ongoing

INFRASTRUCTURE REQUIREMENTS				
CATEGORY	**REFERENCE**	**PERFORMANCE REQUIREMENT**	**PROGRESS**	**STATUS**
Sanitary Sewer	DA 8.1	Detailed sewer plan, including infrastructure networks, depth requirements, rights-of-way/ easements proposed, and phasing plan	100 percent of the sewer improvements have been installed	Completed. In compliance
Flood Control and Drainage	DA 10.1	Prepare master drainage study. Construct flood control facilities as identified in the study, and dedicate all rights-of-way and easements for such facilities	Drainage study approved 4/15/05; 100% of improvements required by the study have been completed	In compliance
Special Improvement District	DA 11.1; NRS 271.325	Form Special Improvement District pursuant to Applicable Rules	SID 607 created 05/19/04 (Ord. 5697); as of 06/30/07, all parcels in district are current	In compliance

TRANSPORTATION IMPROVEMENT REQUIREMENTS				
CATEGORY	**REFERENCE**	**PERFORMANCE REQUIREMENT**	**PROGRESS**	**STATUS**
Traffic Study	DA 9.1	Prepare and submit a Master Traffic Study	Master traffic Study completed 04/14/05	Completed. In compliance
Traffic Signal Improvements	DA 9.3	Pay traffic signal impact fee on each permit issued in the Planned Community	Ongoing	In compliance

OTHER AGREED REQUIREMENTS					
CATEGORY	**PERFORMANCE REQUIREMENT**	**OWNER ACTION**	**CITY ACTION**	**AGREEMENT REFERENCE**	**STATUS**
Community Directional Signage	Owner shall submit a master signage plan for temporary and directional signage within the Planned Community	Submit signage plan prior to the issuance of permits	Review and take action within 30 days of submittal	4.12	Completed. Signage plan (MOD-19114) approved by City Council 04/04/07. In compliance
Public and Common Areas - Maintenance	City shall maintain all improvements within public rights-of-way except landscaping	Maintain landscaping within public rights-of-way within and adjacent to the Planned Community	Maintain roadways, curbs and streetlights within public rights-of-way within and adjacent to the Planned Community	4.6(a)	In compliance
Public and Common Areas – Owners' Associations	Owner shall create master associations for maintenance of common areas within separately mapped areas	Form property owners associations prior to recordation of final maps	None	4.6(b)	In compliance

In accordance with NRS Chapter 278 and Section 5.1 of the Cliff's Edge Development Agreement, the Owner is required to submit a development report at least once per year documenting compliance with the terms of the agreement during the preceding two years. The report is subject to review and consideration by the City Council.

This is the fifth such report for the Cliff's Edge Master Planned Community, which has since been renamed Providence. Although it must show compliance with the Cliff's Edge Development Agreement during the last two years, the report covers compliance activities back to the effective date of the Agreement, which was 03/17/04.

In 2010, modifications to the Development Agreement (Bill 2009-53) were approved regarding certain park plans and requirements for the construction of public improvements. This modification altered the trigger points for the construction of the parks to be based off available funding rather than a specific number of permits pulled.

The timeline for the construction of Park-Pod 111 remains as per the Development Agreement, which states that construction shall begin when $1,000,000 in available park funds is achieved. The current park fund is below the $1,000,000 threshold and therefore the Developer is currently in compliance.

Funding outside of the Park Fund was available for the construction of Park-Pod 302 (Knickerbocker Park) ahead of schedule. Construction of Knickerbocker Park has commenced and Phase I is scheduled to open in December of 2011. The civil improvement plan was approved on 02/16/11 and the project is currently in conformance with the 18-month completion timeline as mandated in section 6.2(b) of the Development Agreement.

The final sections of the multi-use transportation trail required by Section 6.3 of the Development Agreement were completed several months ago and the Master Developer's obligation is 100% complete.

FINDINGS (DIR-43794)

Department of Planning staff has reviewed the submitted development report and has determined that the Owner is currently in compliance with the requirements of the Cliff's Edge Development Agreement.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

Review

Of The

Development Agreement

Between

The City of Las Vegas

And

Cliffs Edge, LLC

October, 2011

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City of Las Vegas
Department of Planning

DIR-43794
REVISED

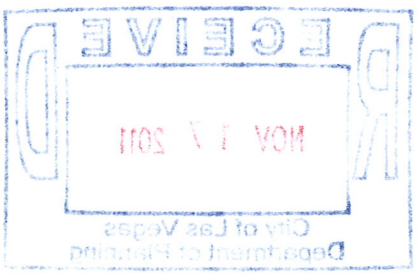
INTRODUCTION

On March 17, 2004 The City of Las Vegas and Cliffs Edge, LLC ("Owner") entered into a Development Agreement which became effective on March 21, 2004 (the "Development Agreement"). The Development Agreement was amended by the City of Las Vegas City Council on January 6, 2010.

The Development Agreement requires certain performance of the Owner and/or Designated Builders in exchange for reasonable assurances from the City that the Owner might develop the Planned Community in an orderly fashion. Additionally, the Development Agreement obligates the City to perform certain tasks and to insure that municipal services are provided to the Planned Community at the most economic cost to its citizens.

Section 5.1 of the Development Agreement and NRS Chapter 278 require that the Owner submit a report documenting material compliance with the terms of the Development Agreement within the preceding twelve months. In fulfillment of the NRS requirement and Section 5.1 of the Development Agreement, Owner hereby submits this review to the City. This report provides a brief history of the planned community and addresses compliance by the Owner and the City with the terms of the Development Agreement. The summary details the total number of residential units built, approved, and specific densities within each project and the Planned Community as a whole and the anticipated phases of development for the next calendar year.

The information contained herein is current as of October, 2011.



HISTORY OF THE PLANNED COMMUNITY

In May of 1999, the City of Las Vegas City Council (CLVCC) adopted the Centennial Hills Land Use Plan. As part of this approval, the Providence Planning Area (formerly Cliff's Edge) was designated for Planned Community Development (PCD). No specific land use categories were assigned. The intent was to encourage a large scale, comprehensive planned community that would be guided by the City's Planned Development procedures.

In June 2003, Owner purchased nearly 500 acres of property from the United States Government through the Bureau of Land Management. On June 23, 2003, zoning for the Subject Property was approved by the City Council and conditioned upon the execution of a Development Agreement between the Owner and the City.

Section 9.1 of the Development Agreement required the Owner to complete a Master Traffic Study to establish the total mitigation needed to offset the regional impact of increased traffic resulting from the development of the Planned Community. The Master Traffic Study was submitted by the Owner and subsequently approved by the City on April 14, 2005.

The Planned Community is currently marketed as "Providence Master Planned Community". Residential for-sale neighborhoods are being built in Providence by builders including KB Home, Beazer Homes, Lennar Homes, Meritage Homes, Ryland, Pulte, Richmond American, D.R. Horton, Woodside Homes, R/S Homes, Warmington, and Pardee Homes. In February 2007 the first residents moved into the community. As of October 9, 2011 there have been 2,382 closings and 2,542 net sales.

There have been three multi-family developments approved in the Planned Community; Pods 103, 125/126, and 308. Of those, only Pod 125/126 has been constructed.

One mixed use site has been approved in the Planned Community. Pod 122 was approved on May 16, 2007 for 218 townhomes and 32,400 square feet of commercial development. Two shell commercial buildings (two tenants have moved in) have been constructed and the townhomes have been completed.

Owner had provided public infrastructure in and around the Planned Community to keep pace with and support the forthcoming residential development. To date: 95% of the primary infrastructure improvements have been completed, including 100 percent of all sewer improvements and rough grading of all Master Plan Roadways. Most of the streets have been significantly completed and are being utilized by the general public, including all of Dorrell Lane, Farm Road, Grand Teton Drive, Egan Crest Way, Shaumber Road Hualapai Way and Elkhorn Road. In addition, 100% of all major storm drain facilities and 100% of all water improvements have been completed. Henry and Everlyn Bozarth Elementary School was opened by the Clark County School District in fall 2009.

The Amendment to the Development Agreement was approved by the Las Vegas City Council on January 6, 2010 and adjusted certain park plans and requirements for the construction of public improvements.

The following chart summarizes the status of the key requirements set forth in the Development Agreement and related documents.

REQUIREMENTS

Facility	Requirement	Commencement	Explanation of Requirement	City Action	Developer Action	Reference	Status
Park - Pod 111	Design, construct and dedicate park	When the Park Fund reaches $1,000,000	As dictated by 6.2(b)	Ensure construction has begun when park fund reaches $1,000,000	Complete Park within 18 of City approval of improvement plans	1/6/10 6.2 -Parks; 6.2(a) and 6.2(b)	Trigger not reached
Park - Pod 302	Design, construct and dedicate park	When the Park Fund returns to $1,000,000 after the completion of Park 111	As dictated by 6.2(b)	Ensure construction has begun when park fund goes back to $1,000,000	Complete Park within 18 of City approval of improvement plans	1/6/10 6.2 -Parks; 6.2(a) and 6.2(b)	Under Construction with Phase 1 scheduled to open December '11
Multi-Use Transportation trail	Construct Trail	Commence by January 31, 2006		Ensure construction has begun and been completed by specific dates.	Complete by December July 31, 2012	1/6/10 6.3; Multi Use Transportation Trail	Construction 100% complete
Thematic Parkway Loop	Open Space adjacent to primary roadway	To be constructed concurrently with roadway	Include some of the following amenities: turf areas; walking/jogging/bike areas; trees; plants	Ensure construction occurs concurrently with roadway	Construct parkway loop.	1/6/10 6.4; Thematic Parkway Loop	Construction 100% complete
Flood Control facilities	None	N/A	None	N/A	None	1/6/10 6.5; Use of Flood Control Facilities	N/A

Infrastructure

Item	Document	Performance Requirement	Reference	Status
Sanitary Sewer	Zon-1520 Zon-2184	Detailed Sewer Plan, including infrastructure networks, depth requirements, right-of-way/easements proposed, and phasing plan.	1/6/10 8.1 – Sewer	100% of the sewer improvements have been installed
Flood Control and Drainage	Drainage Study approved 4/15/05		1/6/10 10.1 – Flood Control Facilities and Technical Drainage Studies	Study approved 4/15/05; 100% of improvements required by study have been completed
Special Improvement District		Form SID		SID 607 formed

Transportation Improvements

Item	Performance Requirement	Reference	Status
Traffic Study	Prepare and Submit a Master Traffic Study –	1/6/10 9.1 – Master Traffic Study	Completed 4/14/05
Transportation Improvements	Construct and dedicate to the City those improvements as identified in the study and in Exhibit J .	1/6/10 9.2 – Project Transportation Improvements and Exhibit J	All dedications complete. 100% of all roads rough graded All roads (except Centennial and Puli are paved.
Traffic Signals	Developer agrees to pay Traffic Signal	1/6/10 9.3 – Traffic Signal	Design complete.

	Impact Fees	**Improvements**	**90% of traffic poles conduit & cabinets installed.** **Fees are being paid as builders request permits.**

Section 4.3 – Modifications to Design Guidelines

September 19, 2007	MOD-22968	▪ Revised Planned Land Use Table 2.2 pg 10 ▪ Revised Land Use Map pg 11 and Section 2 pg. 2-4 changed POD 308 from RSL to M
April 4, 2007	MOD-19114	Revised 3.2.1 Medium Density Residential, pg 3-8,9
		▪ Revised 3.2.2 Sm Lot Residential, pg 3-10,11
		▪ Revised 3.2.3 Res Sm Lot Mini Cluster, pg 3-12,13
		▪ Revised 3.2.3.A Res Sm Lot Paseo Cluster, pg 3-14,15
		▪ Revised 3.2.3.B Res Sm Lot Rear Loaded, pg 3-16,17
		▪ Revised 3.2.4 Res Sm Lot Mini-Lot, pg 3-19, 20
		▪ Revised 3.2.5 Medium Low & Low Res, pgs 3-21,22,23,24
		▪ Revised 3.3.6 Perimeter Edges-Varying Rear Setbacks, pg 3-28
		▪ Revised 3.5.2 Signage- Added appendix A, pg 3-29
		▪ Added 4.1 Introduction-Architectural Styles, - added Classic Americana Style, pg 4-1
		▪ Added 4.3.1 Building Form-Added Classic Americana Style, pg 4-2
		▪ Added 4.4.1 Roof Form and Slope, pg 4-3
		▪ Added 4.10 & 4.14 Classic Americana Architectural Style, pg 4-20,21,4-30
		▪ Replaced 5.2.1 Plant Materials List, pg 5-1,2,3,4,5,6
		▪ Added type- 5.2.3 Rock Mulch, pg 5-7
		▪ Revised 5.5 Signage- added appendix, pg 5-9
		▪ Added L. - 6.2.1 Community Walls added L.,

		pg 6-4
		▪ Added color-6.2.9 View Fences, pg 6-6
		▪ Added percentages-Sec 6 Exhibit B Community Walls, pg 6-10
		▪ Added percentages-Sec 6 Exhibit C Community Walls, pg 6-11
		▪ Added percentages-Sec 6 Exhibit D Community Walls, pg 6-12
		▪ Added 8.1.1 Commercial Design Guidelines, pg 8-1
		▪ Added -Appendix A-Sign Guidelines
March 13, 2006	MOD-10809	▪ Revised Section 6 Entry and Wall Guidelines
February 14, 2006	MOD-10531	▪ Revised Planned Land Use Table 2.2 pg 10 ▪ Revised Land Use Map pg 11 and Section 2 pg. 2-4
November 16, 2005	MOD-9174	▪ Revised Section 3 3.2.5 B Single Family Detached (Rear Loaded) pg. 3-20
August 3, 2005	MOD-6279	▪ Revised Section 2 2.3.6 Public Facility/Open Space & Recreation pg. 12 ▪ Revised Section 3 3.1.1 Parcel Entries pg 3-1 ▪ Added new exhibits 7a & 7b pg 3-4 & 3-5 ▪ Added note Section 3 3.1.3 pg 3-2 ▪ Revised Section 3 Exhibit 8a pg 3-6 ▪ Revised Section 3 3.2.3A Residential Small Lot (Paseo Cluster)pg 3-13 ▪ Revised Section 3 3.2.3B Residential Small Lot (Rear Loaded) pg 3-14 ▪ Added Exhibit pg 3-15 ▪ Revised Section 3 3.2.4 Residential Small Lot (Mini-Lot Conventional) pg 3-16 ▪ Revised Section 5 5.10 Community Lighting pg 10 ▪ Revised Section 5 5.10.1 Street Lighting pg 5- 11 Added new exhibits Section 5 Exhibit 14a, 14b, 14c, 15, pgs 5-12,5-13,5-14,5-15 ▪ Portions of Section 6 which were replaced with MOD-10809
July 9, 2004	MOD-4237	▪ Revised Section 3 Exhibit 8a Private Interior Residential Streets pg 3-6

May 5, 2004	MOD-3955	▪ Revised portion of Section 6 which was replaced with MOD-10809
February 27, 2004	MOD-3189	▪ Revised Section 3 3.1.2 pg 3-2

SUMMARY

All requirements of the City and the Owner pursuant the Development Agreement have been fulfilled to date. As of October 20, 2011, 3,262 permits have been issued by the City of Las Vegas for dwelling units. Builders within Providence have had approximately 6,406 lots approved via separate Tentative Maps and Site Development Plan Reviews. The following tables depict approved densities, pending approvals, and vacant pods:

Approved Densities per Tentative Maps

POD(S)	UNITS	ACRES
125, 126	516	18.98
303	190	17.7
113	220	20.9
205	313	40.52
303A	170	22.23
201, 203	282	41.1
211	286	40.84
305, 309	275	40.81
115, 116, 117	612	94
118	189	30
202, 204, 205, 102, 107, 108	930	148
207	252	40.4
106, 109	246	40
209	234	40.3
212, 119	295	53.13
121	110	22.38
114	124	31.34
123	211	57.4
301	192	20.5
105	201	17.9
122	218	15.69
307	106	20.28
308	234	15.69
TOTAL	6406	911.05

Vacant Pod

208	272	15
103	500	20
TOTAL	772	35

Actual Units per recorded Final Maps

POD(S)	UNITS	COMMENT
125, 126	516	
303	190	
113	219	
205	306	
303A	170	
201, 203	228	54 lots in Unit 5 remaining
211	136	
305, 309	275	
115, 116, 117	612	
118	189	
202, 204, 205, 102, 107, 108	921	
207	252	
106, 109	245	
209	119	
212, 119	294	
121	110	
114	59	
123	211	
301	192	
105	127	
103	492	
122	218	
307	48	58 lots remaining to final map
TOTAL	6129	

In the next 12 month period it is anticipated that Knickerbocker Park (POD 302) will be completed and open to the public. Builders will continue to pull permits and construct homes based on market demand. Work will continue on the items listed in Exhibit J. To date 95% of items listed are complete in the final inspection stage. Work on the storm drains will continue in the next 12 months.

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

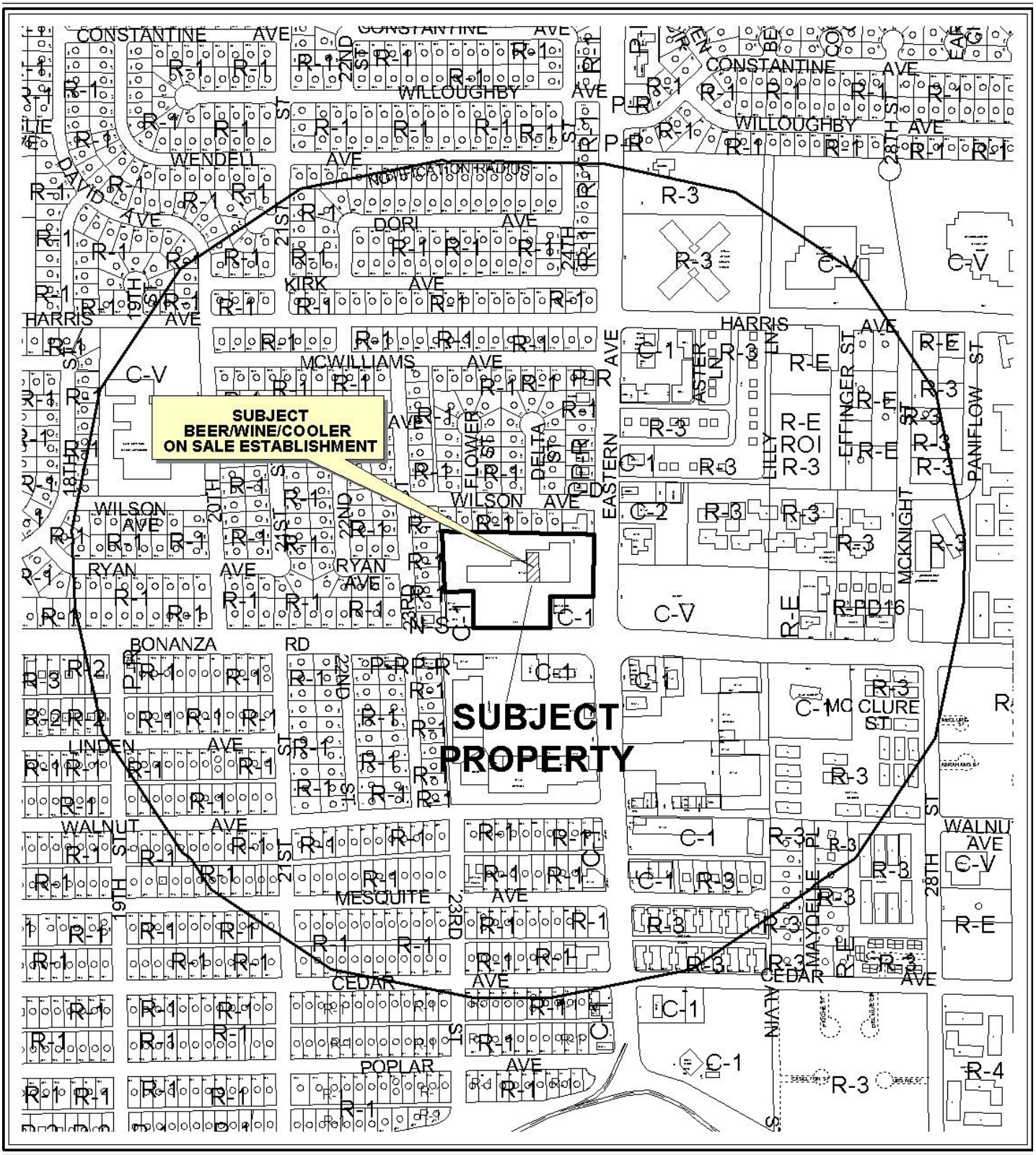
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-42429 – ABEYANCE ITEM - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: STRATA VEGAS, LLC - For possible action on a request for an Extension of Time OF A NON-CONFORMING BILLIARD PARLOR/POOL HALL WITH RESTRICTED GAMING AND BEER/WINE/COOLER ON-SALE at 2411 East Bonanza Road (APN 139-26-801-001), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**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. Justification Letter
5. Protest Postcards



CASE: **EOT-42429**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

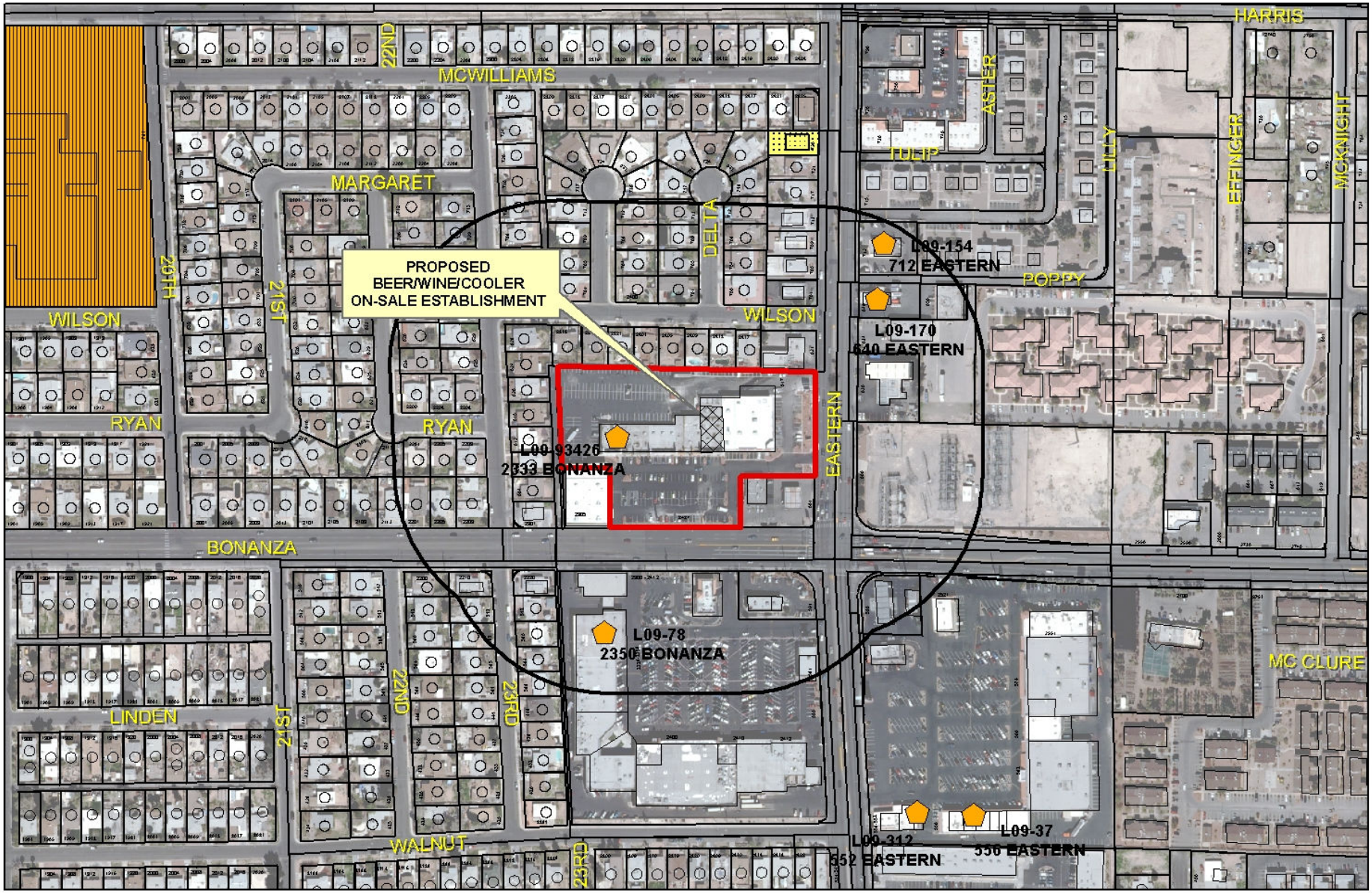
0 400 800 Feet

CASE: **EOT-42429**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



EOT-42429

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: STARTA VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-42429	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-42429 CONDITIONS

Planning

1. This request for an Extension of Time for a non-conforming Beer/Wine/Cooler On-Sale Establishment located at 2411 East Bonanza Road shall expire on June 13, 2012 unless another Extension of Time is approved by the City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming Beer/Wine/Cooler On-Sale Establishment with Restricted Gaming at 2411 East Bonanza Road. On June 13, 2011, business license L09-00298 for a Beer/Wine/Cooler On-Sale Establishment was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an extension of time due to the economic climate in Las Vegas, making it difficult to secure a new tenant for the subject site. There have not been any significant changes in land use or new development in the surrounding areas, nor are there any protected uses within the required 400-foot distance separation as required by Title 19.12.070. As the request does not jeopardize public health, safety and welfare and falls within the intent of Bill 2010-40, staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/17/03	The City Council approved a request for a Special Use Permit (SUP-2595) for a proposed Restaurant Service Bar at 2371 East Bonanza Road. The Planning Commission and staff recommended approval.
04/26/07	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-20445) for a canopy remodel for an existing commercial center on 4.46 acres at 2303-2427 East Bonanza Road.
05/24/07	The Planning Commission approved a request for a Variance (VAR-21185) to allow a 10-foot corner side setback where 15 feet is required for a proposed 6,300 square-foot pad in an existing commercial development on 4.46 acres approximately 170 feet west of the northwest corner of Bonanza Road and Eastern Avenue. Staff recommended denial.
	The Planning Commission approved a related request for a Site Development Plan Review (SDR-21148) for a proposed 6,300 square-foot pad in an existing commercial development with a waiver of perimeter landscape buffer requirements.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/10/11	The Planning Commission approved a request for a Special Use Permit (SUP-41225) for a beer/wine/cooler on-sale establishment within an existing 2,615 square-foot restaurant at 2333 East Bonanza Road. Staff recommended approval.
05/10/11	The Planning Commission approved a related request for a Special Use Permit (SUP-41273) for a beer/wine/cooler off-sale use within an existing 15,400 square-foot retail establishment at 2421 East Bonanza Road. Staff recommended approval.
09/21/11	The City Council voted to hold this item in abeyance to the December 21, 2011 City Council meeting.

Most Recent Change of Ownership	
11/05/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/12/10	A building permit (167126) was issued for a non-work Certificate of Occupancy at 2411 East Bonanza Road. The permit was finalized 07/12/10.
07/13/10	A business license (R07-00915) was issued for a Snack Bar at 2411 East Bonanza Road. The license was classified as 'out of business' on 07/14/10.
07/13/10	A business license (L09-00298) was issued for Beer/Wine/Cooler On-Sale at 2411 East Bonanza Road. The license was classified as 'out of business' on 06/13/11.
07/13/10	A business license (P09-00022) was issued for a Billiard/Pool Hall at 2411 East Bonanza Road. The license was classified as 'out of business' on 07/14/10.
07/17/07	A business license (R07-00327) was issued for a Restaurant at 2411 East Bonanza Road. The license was classified as 'out of business' on 07/16/09.

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	4.46

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
	NV Energy Electric Substation	PF (Public Facilities)	C-V (Civic)
	Auto Repair Garage, Minor	SC (Service Commercial)	C-2 (General Commercial)
West	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family Residences	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		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

On June 13, 2011, business license L09-00298 for a Beer/Wine/Cooler On-Sale Establishment was classified as out of business with no subsequent licenses applied for at the subject site. The Beer/Wine/Cooler On-Sale Establishment is considered a non-conforming use within a C-1 (Limited Commercial) zoning district as the use pre-dates the requirement for a Special Use Permit. There have not been any significant changes in land use or new development in the surrounding areas, nor are there any protected uses within the 400-foot distance separation required by Title 19.12.070.

In accordance with Bill 2010-40, Ordinance 6114, the owner of property deemed abandoned for a period of time greater than the applicable abandonment period may request the abandonment period extended through an Extension of Time application. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time due to the economic climate in Las Vegas, making it difficult to secure a new tenant for the subject site. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare and falls within the intent of Bill 2010-40, staff is recommending approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 43

NOTICES MAILED 620 (By Planning)

APPROVALS 0

PROTESTS 4

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-42429** APN: 139-26-801-001

Name of Property Owner: Strata Vegas, LLC

Name of Applicant: Strata Vegas, LLC

Name of Representative: Donna Bishop, Property Manager (The Equity Group)

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: Jeffrey Mayhew

Subscribed and sworn before me

This 6th day of July, 2011

_____
Notary Public in and for said County and State

LINDA C. PRATT
COMM. # 1773702
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Exp. Oct. 18, 2011

RECEIVED
JUL 07 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 2411 E. Bonanza Road, Las Vegas, NV 89101

Project Name Vegas Plaza **Proposed Use** Beer/wine pool gami

Assessor's Parcel #(s) 139-26-801-001 **Ward #** 3

General Plan: existing SC proposed ____ **Zoning:** existing C1 proposed ____

Commercial Square Footage 51,110 **Floor Area Ratio** ____

Gross Acres 4.4 **Lots/Units** ____ **Density** ____

Additional Information Pool hall with beer/wine license and 11 gaming machines closed during center's renovation. Request extension of time to re-establish use with more upscale tenant.

PROPERTY OWNER Strata Vegas, LLC **Contact** Jeffrey Mayhew

Address 8367 W. Flamingo Road, Suite 201 **Phone:** (949) 833-8400 **Fax:** (949) 767-5910

City Las Vegas **State** NV **Zip** 89147

E-mail Address jeff@strataproperties.com

APPLICANT Strata Vegas, LLC **Contact** Donna Bishop

Address 8367 W. Flamingo Road, Suite 201 **Phone:** (702) 796-5500 **Fax:** (702) 796-5525

City Las Vegas **State** NV **Zip** 89147

E-mail Address dbishop@teglv.com

REPRESENTATIVE The Equity Group **Contact** Donna Bishop

Address 8367 W. Flamingo Road, Suite 201 **Phone:** (702) 796-5500 **Fax:** (702) 796-5525

City Las Vegas **State** NV **Zip** 89147

E-mail Address dbishop@teglv.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 Jeffrey Mayhew

Subscribed and sworn before me

This 6th day of July, 2011.

Linda C Pratt

Notary Public in and for said County and State

LINDA C. PRATT
COMM. # 1773702
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. OCT. 16, 2011

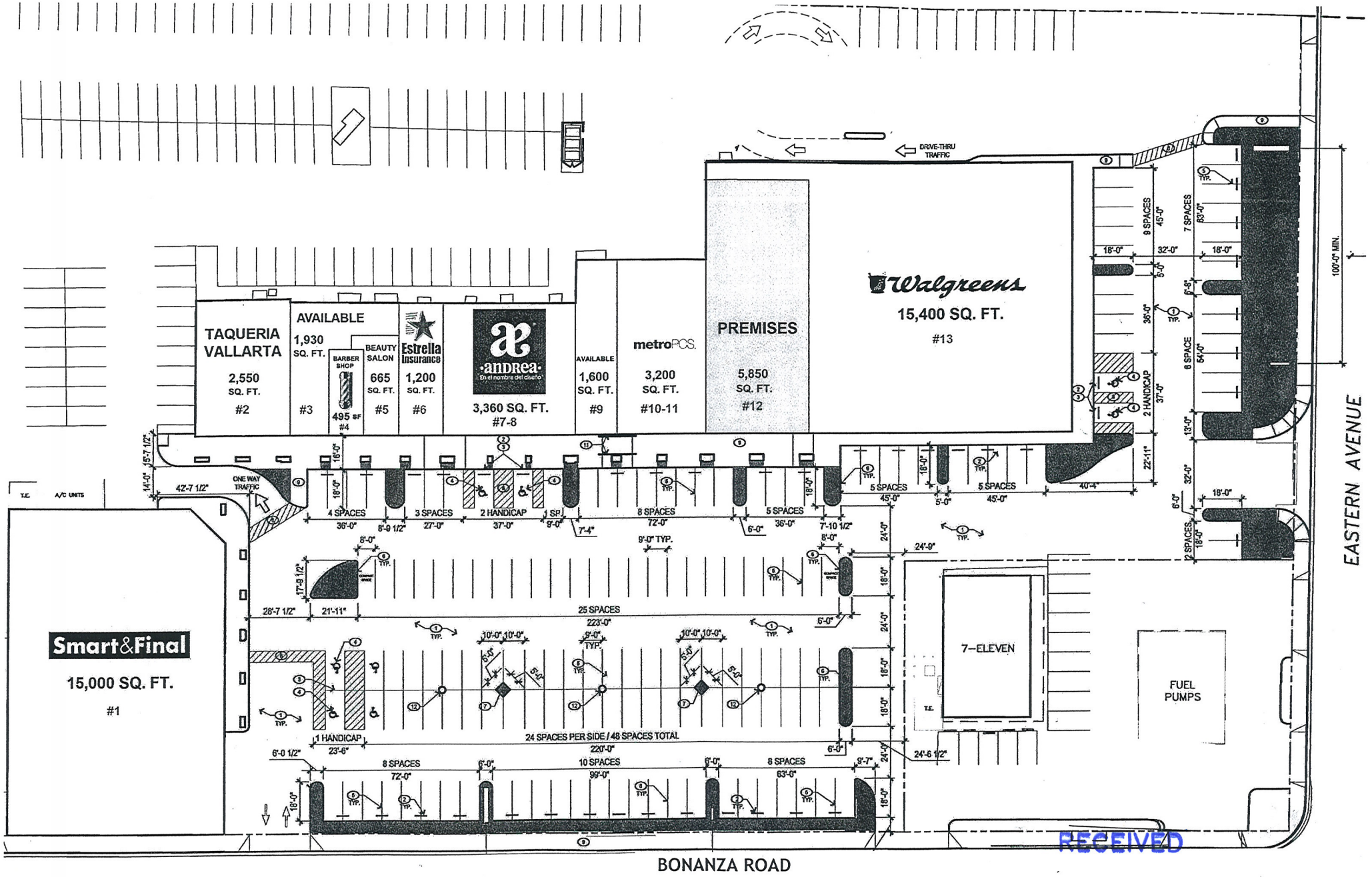
FOR DEPARTMENT USE ONLY

Case #	EOT-42429
Meeting Date:	8-17-11 CC
Total Fee:	$ 800
Date Received:*	7/7/11
Received By:	

RECEIVED
JUL 07 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08



RECEIVED

JUL 07 2011

EOT-42429

8367 West Flamingo Road, Suite 201
Las Vegas, Nevada 89147
Phone: (702) 796-5500
Fax: (702) 796-5525

The Equity Group.
A Commercial Real Estate Company

July 1, 2011

City of Las Vegas
Department of Planning
City Licensing
333 N. Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Subject: **Extension of Time on Beer/Wine Gaming Use (Non-Conforming)**
2411 E. Bonanza, Las Vegas, NV 89101

Enclosed please find the completed forms requesting an Extension of Time on the Use at 2411 W. Bonanza.

We are requesting an extension of the use (beer/wine, gaming machines/pool hall) based on economic hardship in these tough economic times. We have invested a lot of money and effort remodeling this run down center in a Redevelopment District into a first class shopping center. As a result of our efforts, we placed a new Walgreens in the center. As part of our remodel, however, we had to ask the previous pool hall tenant to leave so that we could do the requisite construction work.. However, the depressed economy, especially in Las Vegas, has made it difficult to find a replacement tenant with that use that fits our new image.

Thus, we have been looking for a first class operator to operate within the premises. We had an agreement with such an operator but they dropped out due to financial restraints. Other operators have approached us, but their product was lower end and not in keeping with the first class nature of our center. If given more time, we believe that we can procure an appropriate tenant, even in these bad economic times.

This extension will allow us to find the right operator and the best fit for Vegas Plaza and the community. To not allow an extension of the use would unfairly penalize us for renovating our center and improving the neighborhood. Please allow this extension so that we have the ability and the flexibility to find the right operator -- one that will enhance the center and the community.

Thank you very much for your consideration of this matter.

Sincerely,

Donna Bishop
Property Manager
Vegas Plaza, LLC

RECEIVED
JUL 11 2011

c: Jeffrey Mayhew – Strata Vegas, LLC

Enclosures: Application/Petition Form
Statement of Financial Interest
Deed & Legal Description
Site Plan

EOT-42429

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

CITY CLERK

2011 SEP 19 A 7:10

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 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.

EOT-42429

City Council Meeting of **09/21/2011**

13935511037 Case EOT-42429
WEAVER MARLA
4611 WELTER AVE
LAS VEGAS NV 89104-6033 89104-6033

702-643-8961
Weaver Construction Inc.1
Sep 16 11 10:58a
09/16/2011 FRI 10:00 [TX/RX NO 52461] 001

96/3

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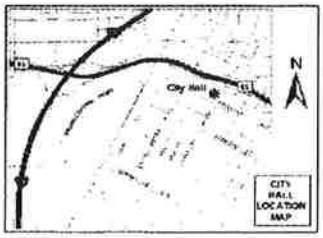
11/13/2007 22:28

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004279218 SEP 08 2011
$ 00.41⁴
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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2011 SEP 13 P 12:38

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 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.

EOT-42429

City Council Meeting of **09/21/2011**

Case: EOT-42429
13935501002
FARIDIAN BEHROOZ & JALEH LIV TR
FARIDIAN BEHROOZ & JALEH TRS
1521 LIVONIA AVE
LOS ANGELES CA 90035-4201 90035-420

85 HRDFN11 90035

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 SEP 14 P 12:47

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SEP 08 2011
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 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.

EOT-42429
City Council Meeting of **09/21/2011**

Case: EOT-42429
13935513022
WISEMAN LIVING TRUST
WISEMAN WILLIAM B & PATRICIA TRS
2300 E MESQUITE AVE
LAS VEGAS NV 89101-3408 89101-3408

30 HRDFM1.1 89101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2011 SEP 19 P 12:33

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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02 1M
0004279218
$ 00.41⁴
SEP 08 2011
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 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.

EOT-42429
City Council Meeting of **09/21/2011**

Case: EOT-42429
13926810031
POOL P M YVONNE
P O BOX 60234
LAS VEGAS NV 89160-0234 89160-0234

59 HRDFM1.1 89160

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: DECEMBER 21, 2011

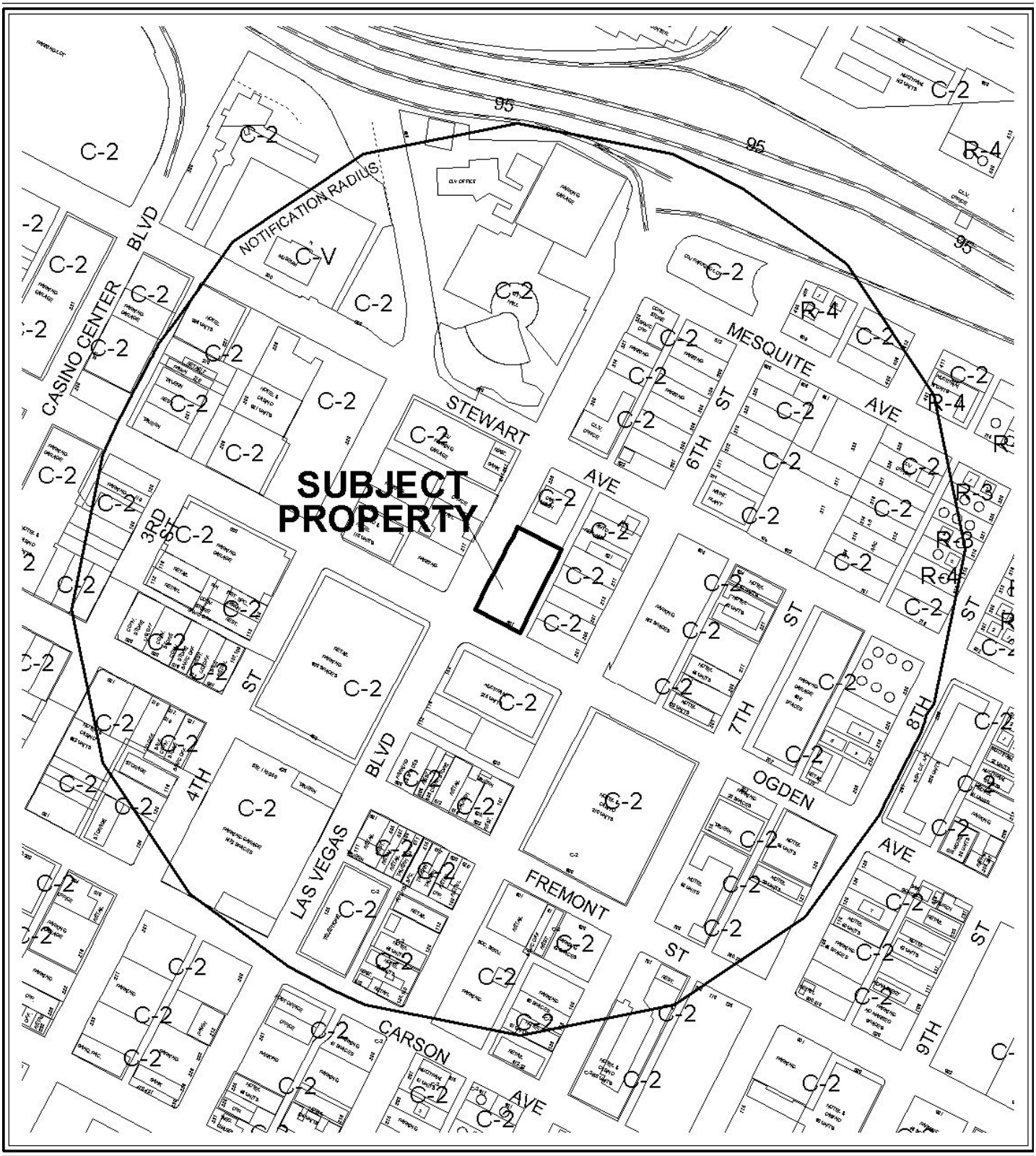
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-43012 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC - For possible action on a request for a Site Development Plan Review FOR A TEMPORARY PARKING LOT WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE STANDARDS on 0.62 acres at 208 North Las Vegas Boulevard (APN 139-34-511-004), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: **SDR-43012**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 400 800 Feet

N

CASE: **SDR-43012**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 400 800 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-43012	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-43012 CONDITIONS

Planning

1. The approval for this temporary parking lot shall be valid for a period of 36 months from the completion of the construction work and the date of the final off-site inspection, in accordance with the requirements of the Downtown Centennial Plan. Any request to extend this approval shall be by means of an Extension of Time application, submitted in accordance with the requirements of the LVMC Title 19.

2. A Waiver from the Downtown Centennial Plan, Section VII.B.4.b is hereby approved, to allow no streetscaping along Las Vegas Boulevard.

3. A Waiver from the Downtown Centennial Plan, Section VII.B.4.c is hereby approved, to allow no streetscaping along Ogden Avenue.

4. All development shall be in conformance with the combined site and landscape plan date stamped 9/08/11, except as amended by conditions herein.

5. All commercial signage requires approval by the Downtown Design Review Committee (DDRC) prior to the issuance of any signage permits.

6. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 9/08/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. Revised elevations shall be submitted to and approved by the Department of Planning Department prior to the time application is made for a building permit to reflect the appropriate Downtown Centennial Parking Lot Screen in place of the existing wire fence.

10. Revised plans shall be submitted to and approved by the Department of Planning Department prior to the time application is made for a building permit to reflect bumpers or tire stops for all parking stalls.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Dedicate an additional 5 feet of right-of-way for a total half-street width of 45 feet on Las Vegas Boulevard and dedicate a 10 foot radius on the northeast corner of Las Vegas Boulevard and Ogden Avenue adjacent to this site prior to the issuance of any permits.

14. Remove all substandard sidewalk improvements and unused driveway cuts, including sidewalk ramps adjacent to this site, if any, and replace with new improvements meeting current City Standards as amended herein concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

15. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

16. Submit an Encroachment Agreement for all landscaping and private improvements, if any, in the Las Vegas Boulevard and Ogden Avenue public rights-of-way prior to this issuance of a permit for constructing these improvements in the Las Vegas Boulevard and Ogden Avenue rights-of-way. The applicant must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove landscaping and private improvements encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all private structures in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

17. 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.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Site Development Plan Review for a proposed 0.65 acre, 75-space Commercial Parking Lot at the southeast corner of Las Vegas Boulevard and Ogden Avenue. The parking lot will operate from 8:00 am to midnight and employ an onsite parking attendant. The applicant is requesting to limit the entitlement of the proposed parking lot to thirty-six (36) months. As such, the applicant has requested Waivers of the Downtown Centennial Plan Streetscape standards.

ISSUES

- The request is for the temporary use of a Commercial Parking Lot for no more than 36 months (three years).
- A Waiver from all streetscape improvements has been requested.
- Conditions of approval have been placed requiring revised plans showing the required parking lot screening and tire stops to be in place.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/11/11	The Planning Commission voted (6-0) to recommend DENIAL (PC Agenda Item #33/mh).
11/16/11	The City Council voted to hold this item in abeyance to the December 21, 2011 meeting.

Most Recent Change of Ownership	
07/30/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses associated with this property.

Pre-Application Meeting	
08/11/11	A pre-application meeting was held to discuss the development of a Commercial Parking Lot. The applicant requested that the entitlement for the parking lot be limited to three years and that no offsite improvements be included with this review. The applicant was informed of the Downtown Centennial Plan Development Standards and that a Waiver request would be required in order to not complete the required streetscapes along Las Vegas Boulevard and Ogden Avenue.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor was one held.

Field Check	
09/01/11	A field check was conducted by staff. The subject site is an undeveloped lot enclosed by a 6-foot tall wire fence. There is some trash and debris, but the site is in overall good condition.

Details of Application Request	
Site Area	
Net Acres	0.65

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	C (Commercial)	C-2 (General Commercial)
North	Car Wash	C (Commercial)	C-2 (General Commercial)
South	Mixed-Use Multi-Family Residential	C (Commercial)	C-2 (General Commercial)
East	Undeveloped	C (Commercial)	C-2 (General Commercial)
West	Gaming Establishment, Non-restricted	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan - Downtown Gateway District	X		N
A-O (Airport Overlay) District - 220 Feet	X		Y
Downtown Casino Overlay District	X		N
Live/Work Overlay District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	X		N
Trails			N/A
Rural Preservation Overlay District			N/A
Las Vegas Redevelopment Plan Area			N/A
Development Impact Notification Assessment			N/A
Project of Regional Significance			N/A

MH

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways	85	N
Ogden Avenue	Secondary Collector	Master Plan of Streets and Highways	80	N

Downtown Centennial Plan Streetscape Requirements

Streetscape Standards	*Required*	*Provided*	*Compliance*
Las Vegas Boulevard	A ten-foot wide sidewalk with a five-foot amenity zone to include 25-foot tall Deglet-Noor Date Palms planted in 30-foot intervals on center.	A five-foot wide sidewalk with no amenity zones or trees.	N
Ogden Avenue	A ten-foot wide sidewalk with a five-foot amenity zone to include 36"-box sized shade trees planted in 15-20-foot intervals on center.	A five-foot wide sidewalk with no amenity zones or trees.	N

Waivers		
Requirement	*Request*	*Staff Recommendation*
A 10-foot wide sidewalk with 5-foot streetscape along Las Vegas Boulevard	A five-foot wide sidewalk with no amenity zones or trees.	Denial
A 10-foot wide sidewalk with 5-foot streetscape along Ogden Avenue.	A five-foot wide sidewalk with no amenity zones or trees.	Denial

ANALYSIS

The proposed development is for a Commercial Parking Lot use with an entitlement limited to thirty-six (36) months of operation at the applicant's request. The Downtown Centennial Plan allows temporary parking lots for up to 36 months typically as parking for multi-phased projects with ongoing construction. The Centennial Plan allows the applicant to request a waiver of the interior landscaping requirements for temporary parking lots; however, a solid parking surface and streetscape amenities are still required. Conditions of approval have been added to this request to install the appropriate parking lot screen and to show the location of tire stops in the parking aisles.

The north perimeter is adjacent to the nationally designated Scenic Byway. It is important that this lot be developed to the minimum Downtown Centennial Plan standards, given the high visibility of the proposed parking lot and the anticipated redevelopment of City Hall and surrounding properties. The 3,200 square feet of proposed interior landscaping meets the minimum requirement for 750 square feet of parking lot landscaping; however, the lack of the required Downtown Centennial Streetscape and Parking Lot Screening does not contribute to the necessary pedestrian amenities needed along Las Vegas Boulevard and Ogden Avenue. The provided site plans specify that the existing wire fence is to remain, but a formal request for a waiver to allow the use of the existing 6-foot high wire fence in place of the required 42-inch high ornamental parking lot screen has not been made. The existing fence is in poor condition and greatly detracts from the pedestrian experience along Las Vegas Boulevard.

The applicant's states that the proposed parking lot will provide needed parking spaces for the growing popularity of the Fremont East District and the nearby casinos. It is the intent of the Downtown Gateway District to be developed as an intense tourist commercial district. In order for this proposal to meet that intent, the design should focus heavily on improving the pedestrian environment at every opportunity.

If approved as proposed without the required streetscape improvements, the development would have a negative effect on the Las Vegas Boulevard Scenic Byway and the Downtown Gateway District; therefore, staff recommends denial. If denied, the site will remain as is.

FINDINGS (SDR-43012)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Commercial Parking Lot is compatible in use with the adjacent development; however, the proposed design, with its lack of required streetscape improvements, is not compatible with the Downtown Centennial Plan area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed parking lot fails to meet Objective 1.2 of the 2020 Master Plan by not providing the minimum design and landscape standards established by the Downtown Centennial Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Vehicular access to the parking lot is from an alley way off of Ogden Avenue, which is capable of handling low traffic demand project. The onsite circulation is clear with

4. **Building and landscape materials are appropriate for the area and for the City;**

   The landscape materials provided onsite within the parking lot is appropriate for the downtown area of the City; however, the lack of required landscaping along the streetscape is inappropriate for the Downtown Centennial Plan area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   This project is not aesthetically pleasing for the area due to the lack of minimum landscape being installed. It will not be harmonious or compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   All development will require permits and inspections prior the completion of the development and a business license will be required prior to operations in order to maintain the public health, safety and welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED 101 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-43012** APN: 139-34-511-004

Name of Property Owner: FREMONT PLACE LLC

Name of Applicant: NEISSAN KOROGHLE

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

State of: Nevada
County of: Clark

Print Name: NEISSAN KOROGHLE

Subscribed and sworn before me

This 22 day of August, 2011

_____

Notary Public in and for said County and State

JANAY L. HENDERSON
Notary Public, State of Nevada
Appointment No. 11-3961-1
My Appt. Expires Dec 20, 2014

RECEIVED
AUG 25 2011
City of Las Vegs
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: FREMONT PLACE LLC

Project Address (Location) 2

Project Name PARKING **Proposed Use** Paid PARKING

Assessor's Parcel #(s) 139-34-511-004 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .62 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER FREMONT PLACE LLC **Contact** NISSAN 290-6479

Address 208 LAS VEGAS BL **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address NISSAN KLO GMAIL.COM

APPLICANT NEISSAN KOROGHLE **Contact** 702) 290-6479

Address 11007 FISHERS ISLAND ST **Phone:** NISSAN **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89141

E-mail Address koroghli@msn.com

REPRESENTATIVE OWNER **Contact** 290 6479

Address SAME **Phone:** NISSAN **Fax:** 260 2091

City _____ **State** _____ **Zip** _____

E-mail Address koroghli@msn.com

State of: Nevada
County of: Clark

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name NEISSAN KOROGHLE

Subscribed and sworn before me

This 22 day of August, 20 11.

_____

Notary Public in and for said County and State

JANAY L. HENDERSON
Notary Public, State of Nevada
Appointment No. 11-3961-1
My Appt. Expires Dec 20, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-43012
Meeting Date:	10-11-11
Total Fee:	1030.00
Date Accepted:	8-25-11
Accepted By:	JFried

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

PROPOSED PARKING LOT AT LAS VEGAS BLVD. AND OGDEN

PROJECT/ PROPERTY INFORMATION	
PROPERTY ADDRESS	APN# 139-34-501-016
LOT NUMBERS	08,09,10,11,12,13,14,15,&16

PARKING AREAS

PARKING SPACE FOR EMPLOYEE	1 SPACES
PARKING SPACE FOR HCP.CUSTOMERS	3 SPACES
PARKING SPACE FOR CUSTOMERS	71 SPACES
TOTAL SPACES	75 SPACES

LANDSCAPE

AREA OF LANDSCAPE= NUM. SPACES X 10 S.F. = 750 S.F.

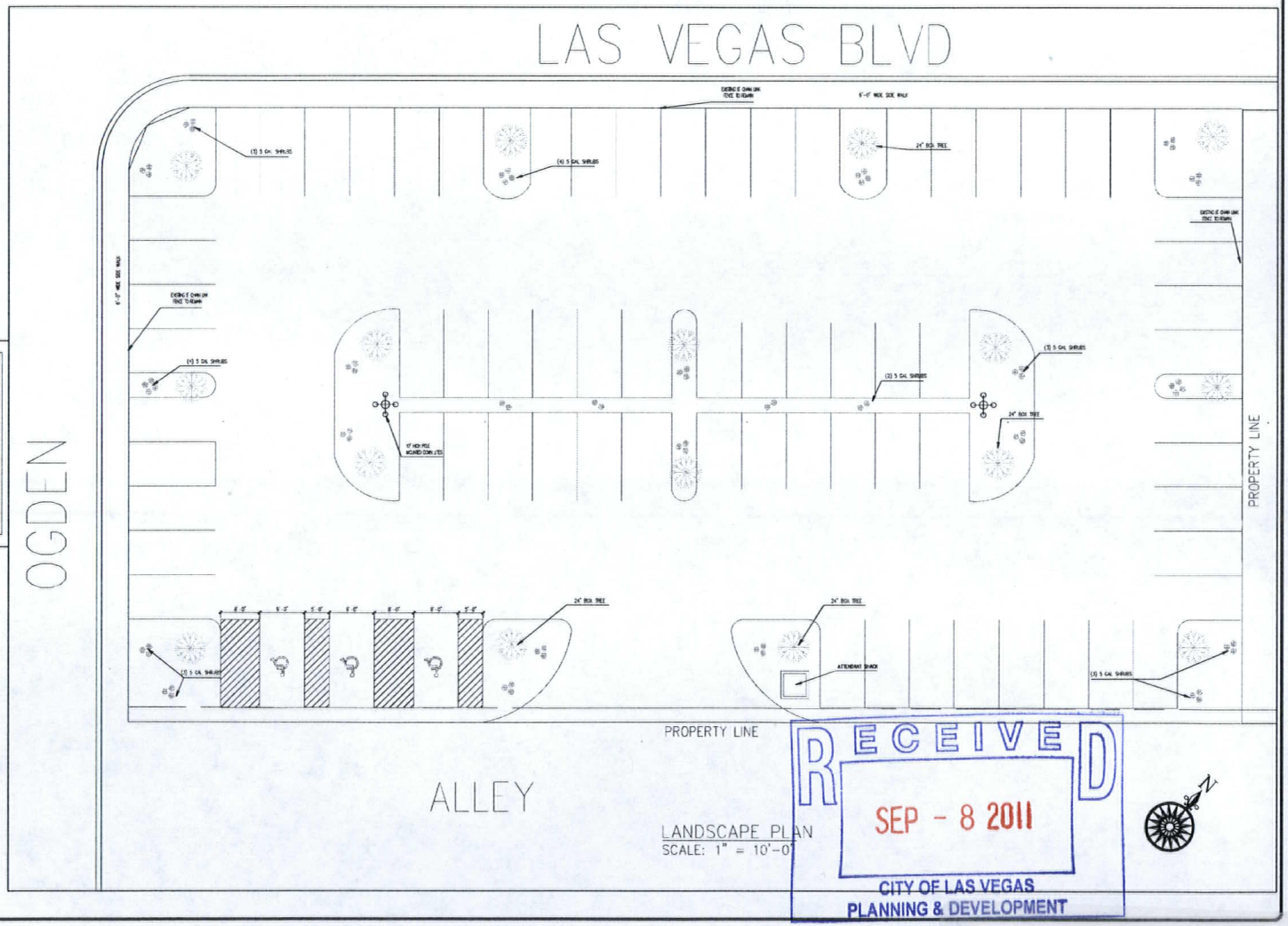
AREA OF LANDSCAPE= 3200 S.F.

SYMBOL	COMMON NAME	SIZE	REQUIRED	PROVIDED
	ARIZONA ASH ARIZONA CYPRESS PINE TREE	24" BOX TREE	13 EA.	16 EA.
	AGAVES FLANNEL BUSH DESERT HOLLY BOTTLE BRUSH	5 GAL SHRUBS	52 EA.	80 EA.

Nevada Licensed Contractor. Lic. # 0071494

Authorized Signature:

Architectural drawings have been signed by a licensed Nevada Contractor as allowed per NRS 3623.330 paragraph 1 (sub paragraph d) and under the provisions of chapter 624 of NRS who provides his own drawings for his own construction activities.



LANDSCAPE PLAN
SCALE: 1" = 10'-0"

RECEIVED
SEP - 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

PROPOSED PARKING LOT AT
LAS VEGAS BLVD. AND OGDEN
LAS VEGAS, NEVADA

M.O. CONSTRUCTION, LLC.
GENERAL CONTRACTORS LIC. 0071494

PHONE (702) 222-0003, FAX (702) 222-0987

SHEET TITLE: LANDSCAPE PLAN

DRAWN
CHECKED
DATE
SCALE
JOB NO.
SHEET
LAND

LANDSCAPE PLAN

SDR-43012
REVISED

SDR-43012 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC
208 NORTH LAS VEGAS BOULEVARD

09/01/11

SDR-43012 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC
208 NORTH LAS VEGAS BOULEVARD

09/01/11

SDR-43012 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC
208 NORTH LAS VEGAS BOULEVARD

09/01/11

SDR-43012 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC
208 NORTH LAS VEGAS BOULEVARD

09/01/11

SDR-43012 - APPLICANT: NEISSAN KOROGHLI - OWNER: FREMONT PLACE, LLC
208 NORTH LAS VEGAS BOULEVARD

09/01/11

FREMONT PLACE LLC

3055 Via Sarafina Drive
Henderson, NV 89052
Tel: (702) 260-2013 Fax: (702) 260-2091

August 25, 2011

Department of Planning
CITY OF LAS VEGAS
333 N. Rancho Dr.
Las Vegas, NV 89106

RE: APN 139-34-511-004; CORNER OF OGDEN AND LAS VEGAS BLVD.

To Whom It May Concern:

As you may know this property has been vacant for many years. Since the City is in need of more public parking our intent is to make this into a paid parking, exiting and entering from the alley way. This site is very convenient and is within a ½ block from Fremont East Experience. We will pave, install parking lot lights and on-site landscaping. The hours of operation will be from 8:00 a.m. until midnight, employing three (3) people. It will look by far better than a vacant land when it's completed with the lights and landscape. Plus, it will generate tax revenue for the City.

However, since this is not our long term intent, we are requesting for a special use permit for thirty-six (36) months and respectfully request for a waiver on the off-site improvements on Las Vegas Blvd. to make this financially feasible.

Sincerely,

Neissan Koroghli
Manager

RECEIVED
AUG 25 2011
SDR-43012
City of Las Vegs
Department of Planning

Fremont Place LLC\City of Las Vegas 08-25-11 Ltr

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 21, 2011

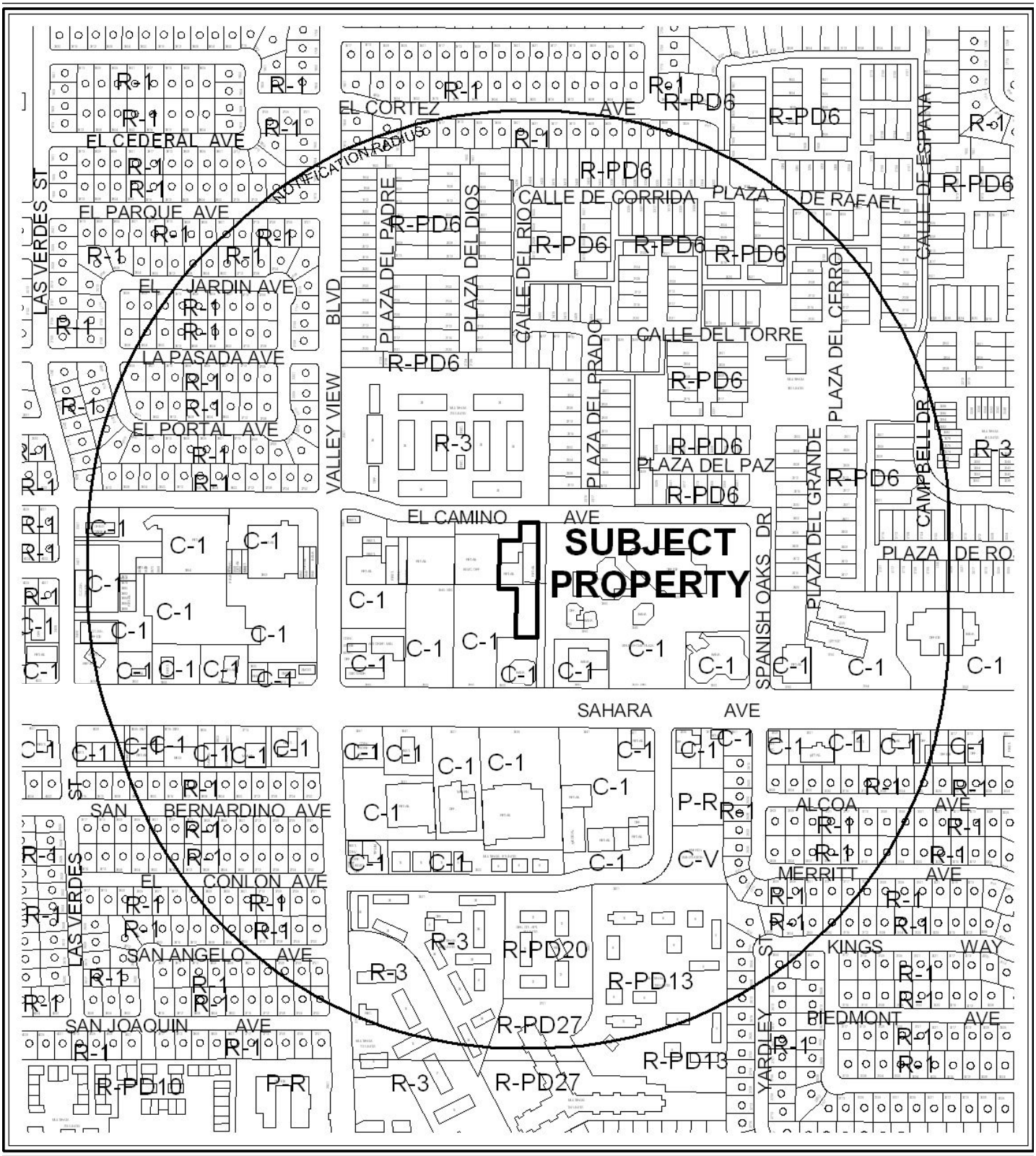
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-43770 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: SPOAKS, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING TAVERN at 3540 West Sahara Avenue (APN 162-05-402-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). 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. Justification Letter



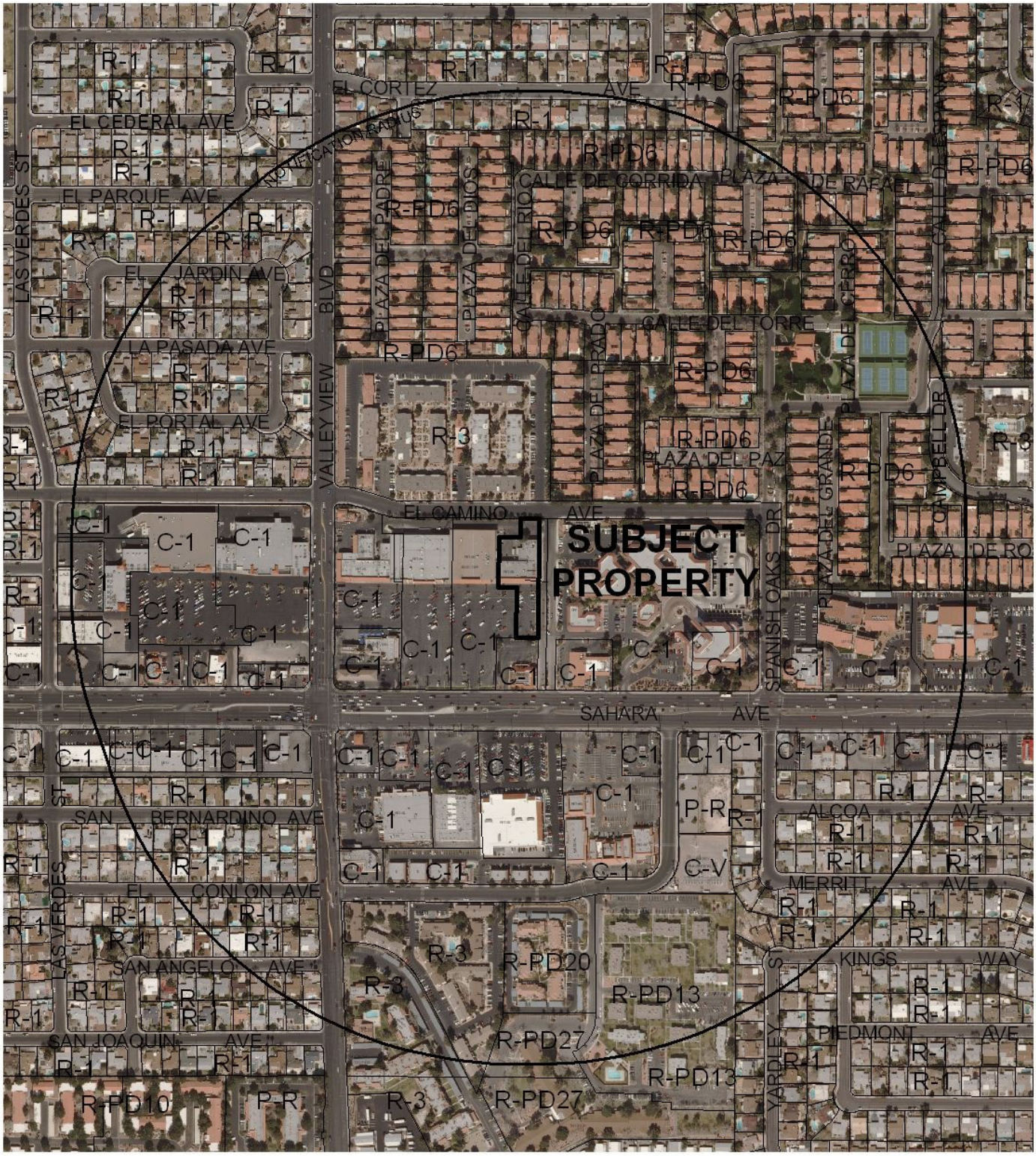
0 400 800 Feet

CASE: **EOT-43770**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



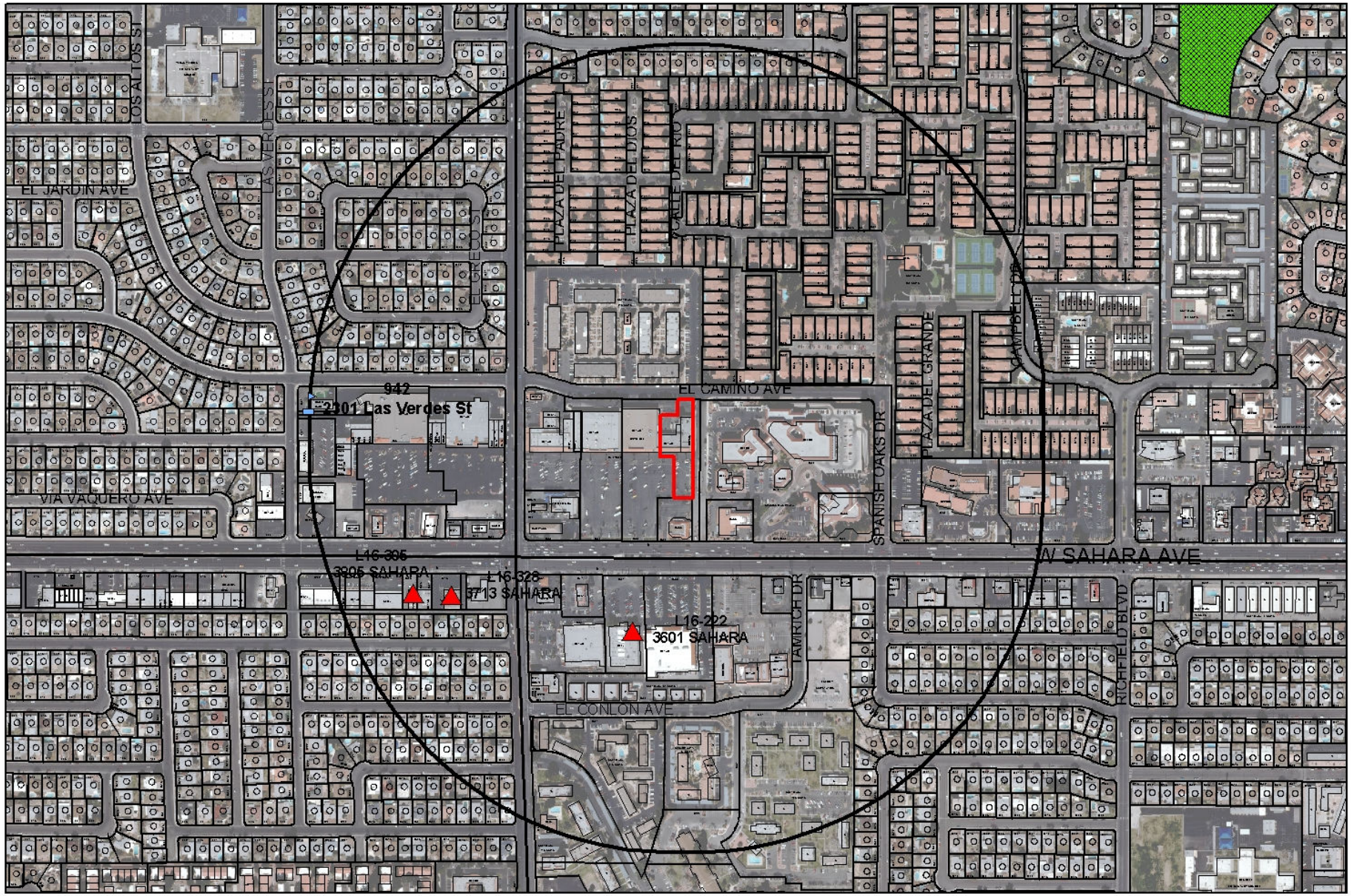
0 400 800 Feet

CASE: **EOT-43770**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



EOT-43770

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 285 570 1,140 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 21, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SPOAKS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-43770	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-43770 CONDITIONS

Planning

1. This request for an Extension of Time of a Non-Conforming Tavern located at 3540 West Sahara Avenue shall expire on 11/10/12 unless another extension of time request is approved by the City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern located at 3540 West Sahara Avenue, Suite E1. On November 10, 2010, business license L16-00046 for a tavern was classified as out of business with no subsequent licenses applied for at the subject site. Since the issuance of the license in 1991, a child care facility and three (3) other taverns have all been established within 1,500 feet of the subject site. As the requirements of Title 19.12.070 of the Unified Development Code have changed, the minimum distance between a protected use (child care facility) and the tavern is 1,500 feet non-waiverable, making the subject site a non-conforming use.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allows the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an extension of time to locate a potential tenant or buyer for the former tavern. Staff is recommending approval of this request with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc
There is no relevant City action for the Tavern.

Most Recent Change of Ownership	
12/14/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
There are no recent building permits for the subject site.	
11/10/10	A business license (L16-00046) for a Tavern was classified as out of business at 3540 West Sahara Avenue. The license is currently inactive.

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	1.01

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishments, Former Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Financial Institution-Specified	SC (Service Commercial)	C-1 (Limited Commercial)
East	Offices, Financial Institutions-Specified	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Rancho/Charleston Land Use Study	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

A tavern has been in operation at the subject site for the past 15 years. On November 10, 2010, business license L16-00046 for the tavern was classified as out of business with no subsequent licenses issued. There is a child care facility and three (3) other taverns all located within 1,500 feet of the subject site. As the requirements of Title 19.12.070 of the Unified Development Code have changed, the minimum distance between a protected use (child care facility) and the tavern is 1,500 feet non-waiverable, making the subject site a non-conforming use.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. In accordance with Bill 2010-40, Ordinance 6114, a public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time for a non-conforming use (tavern) to locate a potential tenant or buyer, which is taking longer than expected due to the poor economic conditions in Las Vegas. There are no open Code Enforcement cases for the property. A child care facility, located approximately 1,450 feet west of the subject site falls within the protected use buffer. As there is a significant distance separating the non-conforming and protected uses, staff finds the continued operation of a tavern will not negatively impact the child care facility. Additionally, the non-conforming use (tavern) is separated from the other taverns by Sahara Avenue, a 120-foot wide street. Title 19.12.050 (c) allows the distance separation between the existing use and those of similar uses to be waived if separated by a street or highway with a right-of-way width of a minimum of 100 feet.

As this request for an Extension of Time meets the requirements outlined in Bill 2010-40, Ordinance 6114, staff is recommending approval with a one-year time limit.

NOTICES MAILED 553 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-43770 APN: 162-05-402-006

Name of Property Owner: Spoaks, LLC

Name of Applicant: Spoaks, LLC

Name of Representative: O'Reilly Law Group, LLC

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: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: MANAGER

Print Name: Alan Merrell II, Manager

Subscribed and sworn before me

This 27th day of October, 2011

Notary Public in and for said County and State

LANIE COX
Notary Public State of Nevada
No. 97-2549-1
My appt. exp. June 19, 2013

RECEIVED
NOV 03 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 3540 W. Sahara Avenue

Project Name Bounty Hunter **Proposed Use** Tavern

Assessor's Parcel #(s) 162-05-402-006 **Ward #** _____

General Plan: existing ✓ proposed _____ **Zoning:** existing ✓ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Spoaks, LLC **Contact** O'Reilly Law Group, LLC

Address 325 S. Maryland Parkway **Phone:** 382-2500 **Fax:** 384-6266

City Las Vegas **State** NV **Zip** 89101

E-mail Address ckc@oreillylawgroup.com

APPLICANT Spoaks, LLC **Contact** Same as above

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE O'Reilly Law Group, LLC **Contact** Claudia Cormier, Esq.

Address 325 S. Maryland Parkway **Phone:** 382-2500 **Fax:** 384-6266

City Las Vegas **State** NV **Zip** 89101

E-mail Address ckc@oreillylawgroup.com

Property Owner Signature* _____, MANAGER

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alan Merrell II, Manager

Subscribed and sworn before me

This 27th day of October, 2011.

_____

Notary Public in and for said County and State

LANIE COX
Notary Public State of Nevada
No. 97-2549-1
My appt. exp. June 19, 2013

RECEIVED
NOV 03 2011

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-43770
Meeting Date:	12/21/11
Total Fee:	1050.00
Date Received:*	11/3/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

SPANISH OAKS SHOPPING CENTER

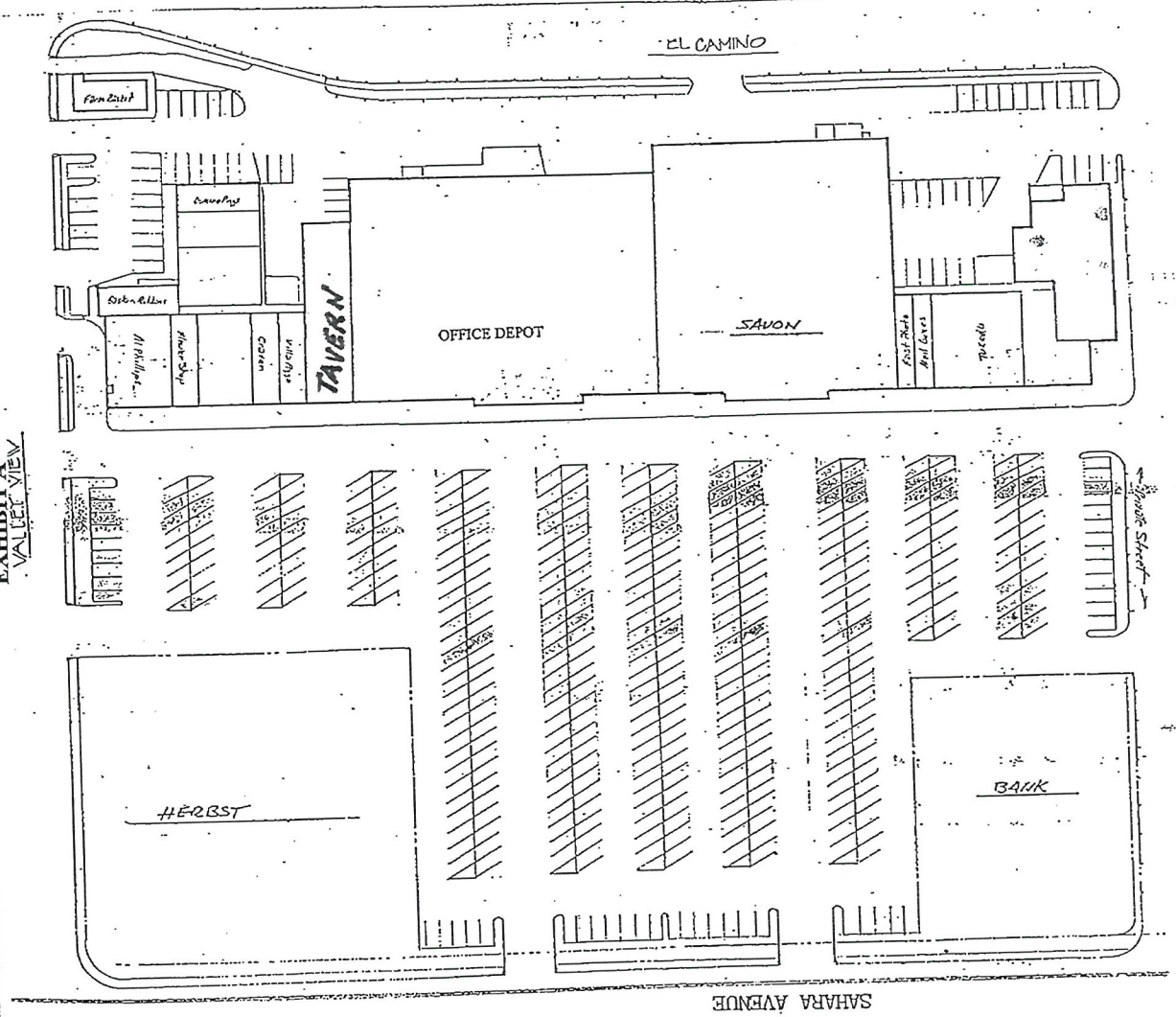
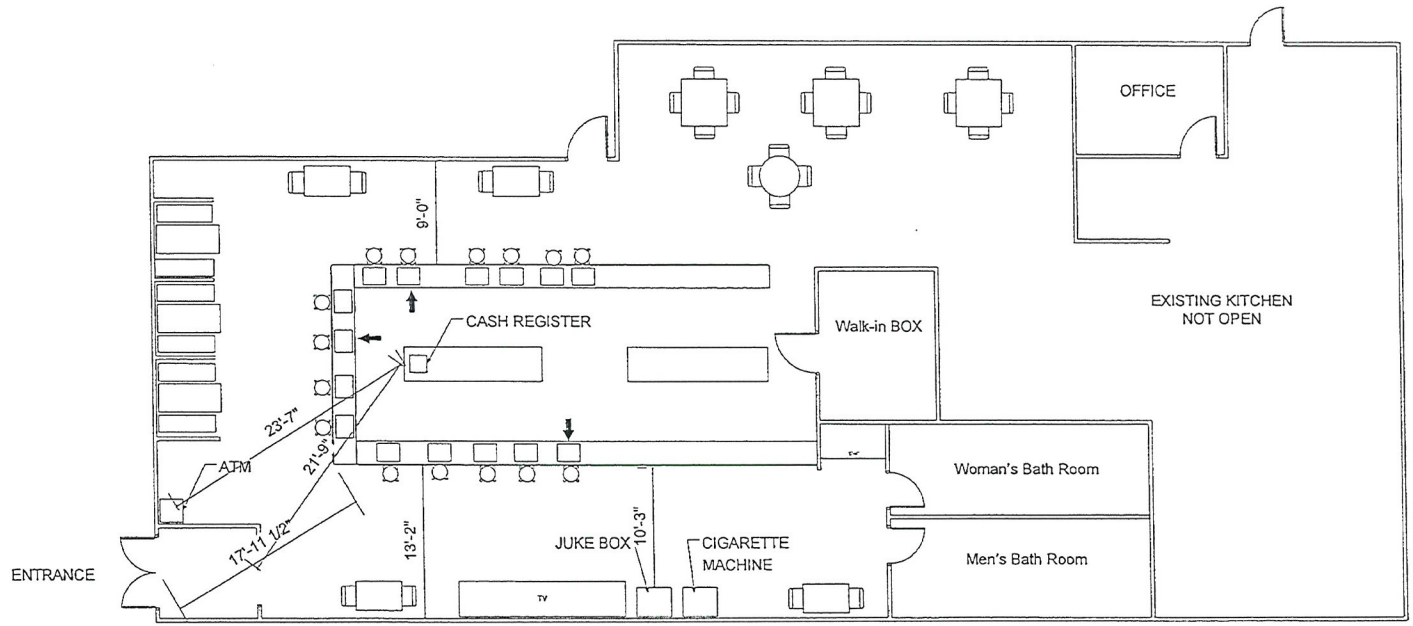


EXHIBIT A
VALET VIEW

EOT-43770

RECEIVED
NOV 03 2011



GAMING DEVICES
BAR TENDER IS THE SUPERVISOR
TOTAL SQ. FT. 4,200

11-23-08
MIKE LONG
1/2" = 1'-0"

BOUNTY HUNTER
3540 W. SAHARA SUITE E-1

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF D.M.L. CONSTRUCTION AND NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT OR PERSONS NAMED AND THE COMPLETION OF THIS PROJECT MAY NOT BE INTERPRETED AS PUBLICATION OF THE DESIGN SHOWN HEREON WITHOUT THE WRITTEN CONSENT OF D.M.L. CONSTRUCTION

D.M.L. Construction

RECEIVED
NOV 03 2011

EOT-43770

O'REILLY LAW GROUP, LLC

A NEVADA LIMITED LIABILITY COMPANY INCLUDING CORPORATIONS

325 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101-5300
TELEPHONE: (702) 382-2500 FACSIMILE: (702) 384-6266
www.oreillylawgroup.com

November 3, 2011

HAND DELIVERED
Department of Planning
City of Las Vegas
333 North Rancho Drive
First Floor
Las Vegas, Nevada 89101

Attention: Jim Marshall, AICP
Senior Planner

Re: 3540 W. Sahara – Request for Extension of Time for Legal Non-conforming Use (Tavern)
Liquor License L16-00046 SPOAKS, LLC
Our File No.: 30146-00004

Ladies and Gentlemen:

This letter and the enclosures will serve as the application of SPOAKS, LLC, a Nevada limited liability company ("SPOAKS"), for an extension of time with respect to the existing legal non-conforming use (tavern) for 3540 W. Sahara Avenue (the "Permitted Use"). We understand that the City's records reflect this Permitted Use will expire on November 10, 2011 because the associated business, known as the Bounty Hunter, was officially closed and has not been in operation since November 10, 2010.

SPOAKS is the owner of the subject parcel (APN 162-05-402-006), which is depicted on the enclosed Site Plan. The specific parcel is highlighted on the Site Plan for your convenient reference. The subject parcel is referenced as "Parcel II" on the Legal Description attached to the enclosed Grant, Bargain and Sale Deed (Recorder's document number 20001214:01340, recorded on December 14, 2000), which establishes SPOAKS' ownership.

Also enclosed is the City Application/Petition and Statement of Financial Interest, which have been executed by the applicant before a Notary Public, and SPOAKS' check number 4541 in the amount of $800 for the related filing fees.*

* also enclosed is our firm check in the amount of #250, making total filing fees #1,050.

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With respect to the hardship relative to this request, we submit the following:

Summary Background of the Property

The property is located in a commercial shopping center situated on the North side of Sahara Avenue between Sahara Avenue and El Camino Avenue, with Valley View Boulevard on the West and Spanish Oaks Drive on the East, as shown on the enclosed Site Plan. The property involved in this application was leased for approximately 15 years and was operated as a tavern with restricted gaming, first as Doc Holiday's Saloon and then as Bounty Hunter. A copy of the Lease, as amended and assigned, is enclosed.

The tenant defaulted under the Lease and eventually was evicted after having abandoned the premises. Because the parties were unable to resolve their differences, SPOAKS filed a lawsuit in State District Court on February 4, 2011. That case was subsequently dismissed on September 12, 2011 as part of a mutually agreed upon settlement. A copy of the Notice of Entry of Stipulation and Order for Dismissal with Prejudice is enclosed.

SPOAKS' Efforts to Lease or Sell the Property

The subject property has been and is now unoccupied. SPOAKS has been working to identify a new tenant and/or sell the property since the time when the tenant vacated the premises and stopped operating the business. To date, those efforts have not been successful.

Hardship

The state of the economy and specifically, the Las Vegas real estate market are not conducive to a sale of the property and/or the business. This is particularly true for taverns in the greater Las Vegas community. Those economic conditions clearly work a hardship on SPOAKS in its efforts to revive the property as an operating tavern business. We believe the City has information readily available about the economy and the Las Vegas real estate market that supports SPOAKS' contentions. However, we will provide that information in whatever detail the City requests if the City believes further information concerning the economic situation would be helpful in connection with this application.

SPOAKS believes the property can be leased or sold to a new tavern operator, but not by November 10, 2011, when the Permitted Use will expire. Unquestionably, the Permitted Use is a material enhancement to the value of the property to prospective tenants and/or purchasers. It also is necessary to the liquor license and the operation of the property as a tavern. As shown by

the enclosed Floor Plan, the premises were built specifically for a tavern/saloon business. Any other type of business will require remodeling, which will only drive up the costs for any prospective tenant or buyer. In effect, a *disincentive* to lease or buy the property will be created that does not now exist if the Permitted Use is not extended.

SPOAKS recognizes that any new operator (tenant or buyer) will be required to undergo suitability findings in connection with a transfer of the liquor license, and could not obtain the liquor license approval without the Permitted Use. If the Permitted Use is not extended and expires, then the possibility of selling the property or leasing it to a new tenant will require a new application for a use approval, which also will drive up costs for any prospective tenant or buyer. Again, a *disincentive* to lease or buy the property will be created.

The additional costs that would be incurred by a new tenant or purchaser of the property as outlined above would be material and substantial and effectively make the property less attractive to prospective tenants or buyers.

Respectfully, the November 10, 2011 expiration date for the Permitted Use does not afford a reasonable period of time to re-lease or sell the business in today's economy and in light of the existing character and design of the property as a tavern/saloon. Accordingly, SPOAKS asks the Council to extend the Permitted Use to allow SPOAKS more time to identify a tenant or purchaser for the property and change what is now an empty building into an operating business. If the Permitted Use is not extended, SPOAKS will be faced with an even more difficult challenge of selling a "tavern" without the requisite entitlements and government approvals. This is like trying to sell a car without the engine.

The Liquor License – Associated Application

With respect to the liquor license, a copy of which is enclosed, SPOAKS intends to maintain the liquor license as inactive until a new tenant/operator is found or the property is sold. In a separate application, filed with the City on October 27, 2011, SPOAKS has applied for a waiver of the suitability requirements relating to the transfer of the license to SPOAKS. SPOAKS understands that the new tenant/operator or the buyer, as the case may be, must submit for suitability in connection with the operation of a tavern at the location. Hopefully, the Council will facilitate that process by extending the existing Permitted Use, and by granting SPOAKS' request for a waiver.

Summary Conclusion

Respectfully, the November 10, 2011 expiration date of the Permitted Use is not a reasonable length of time to re-lease or sell the business in light of the economy, the Las Vegas real estate market, the difficulties of the tavern business in greater Las Vegas, and the facts and circumstances surrounding the operating history and physical characteristics of this property. SPOAKS has been actively working to sell or lease the property for approximately the last year, and has not yet succeeded. The property is built to operate as a tavern, and any other use will require remodeling and additional costs for any prospective tenant or buyer. Losing the Permitted Use would substantially devalue the property and also add to the costs for any prospective tenant or buyer who would need to apply for a new use permit in order to submit for suitability for the transfer of the liquor license.

For the foregoing reasons and because of the hardship described above, SPOAKS asks the Council to extend the Permitted Use to allow SPOAKS more time to identify a tenant or purchaser for the property and change what is now an empty building into an operating business. If the Permitted Use is not extended, SPOAKS will be faced with an even more difficult challenge of selling a "tavern" without the requisite entitlements and government approvals.

Please contact us if you would like any additional information regarding this request, including data relative to the economy and/or the Las Vegas real estate market. Also, please notify us of the date and time of the hearing when this matter will be considered by the City Council.

Thank you for your consideration in this matter.

Sincerely yours,

O'REILLY LAW GROUP, LLC

By _____
John F. O'Reilly, Esq.

cc: Alan Merrell II, Manager
SPOAKS, LLC (w/o encls.)

EOT-43770

Enclosures:
City of Las Vegas Application/Petition
City of Las Vegas Statement of Financial Interest
SPOAKS LLC Check number 4541, Filing Fees of $800
Site Plan
Floor Plan
Deed and Legal Description
Lease
Stipulation and Order for Dismissal of Lawsuit
City of Las Vegas Business License – Alcoholic Beverage

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 21, 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: DECEMBER 21, 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.: **69.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 21, 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