



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.

January 4, 2012

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 – REVEREND CYNDI DELONG, RELIGIOUS SCIENCE
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF GARRETT GOSSE FOR BEING NAMED THE 2011 WENDY'S HEISMAN MALE ATHLETE OF THE YEAR

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

7. 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

8. 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
9. For possible action to approve the Final Minutes by reference of the Special City Council meeting of December 12, 2011 and the regular City Council meeting of December 21, 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.

DETENTION & ENFORCEMENT - CONSENT

10. For possible action to approve an Intrastate Interlocal Contract between the State of Nevada and the City of Las Vegas providing access to the Nevada Criminal Justice Information System (NCJIS) to the Department of Detention and Enforcement - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

11. For possible action to approve \$100,000 in Redevelopment Special Revenue funds (RDA 9 percent Set-Aside) for acquisition of a single family residence located at 5324 Isadora Court and transfer of title to a low-income household as affordable housing - Ward 5 (Barlow)

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

13. For possible action to approve award of Agreement No. 120084-TF, Engineering Services Agreement for 3D Infrastructure Base Map - Main Street Pilot Corridor Project located on Main Street between Charleston Boulevard and Stewart Avenue - Department of Public Works - Award recommended to: VTN NEVADA (\$575,110 - Public Works Capital Projects Fund) - Ward 5 (Barlow)
14. For possible action to approve award of Agreement No. 120078-TF, Professional Engineering Services Agreement for Master Plan Update - Department of Public Works - Award recommended to: MWH AMERICAS, INC. (\$877,940 - Sanitation Enterprise Fund) - All Wards

DISCUSSION/ACTION ITEMS

BOARDS & COMMISSIONS - DISCUSSION

15. For Possible Action - SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Charles Bernick, Term Expiration 1-5-2012

16. For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expires 1-7-2012; William McCurdy, Term Expires 1-21-2012
17. For Possible Action - PARK & RECREATION ADVISORY COMMISSION – Kyle Stephens, Term Expiration 1-8-2012

NEW BILLS

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

18. Bill No. 2012-1 – Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. Sponsored by: Councilman Steven D. Ross
19. Bill No. 2012-2 – Establishes the means of allowing the use “community garden” in certain residential, commercial and industrial zoning districts. (TXT-43411) Sponsored by: Councilman Ricki Y. Barlow
20. Bill No. 2012-3 – Amends the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems. (TXT-42360) Sponsored by: Councilman Steven D. Ross

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

22. 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

HEARINGS - DISCUSSION

23. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1300 Douglas Drive for fees in the amount of \$2,709.75 (General Fund) and assess a maximum of \$41,500 in daily civil penalties. PROPERTY OWNER: ROBER J SIBULKIN - Ward 1 (Tarkanian)
24. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5917 West Washington Avenue for fees in the amount of \$2,268.75 (General Fund) and assess a maximum of \$41,500 in daily civil penalties. PROPERTY OWNER: PATRICIA A QUIAMBAO - Ward 1 (Tarkanian)
25. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Botany Bay Drive for fees in the amount of \$2,905.25 (General Fund) and assess a maximum of \$62,000 in daily civil penalties. PROPERTY OWNER: CHARLES C SPIELMAN - Ward 4 (Anthony)
26. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4309 Carnation Lane for fees in the amount of \$1,812 (General Fund) and assess a maximum of \$48,000 in daily civil penalties. PROPERTY OWNER: CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS - 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 - DISCUSSION

27. 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.

SET DATE

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

CITIZENS PARTICIPATION

29. 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

30. 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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
CALL TO ORDER



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:

INVOCATION – REVEREND CYNDI DELONG, RELIGIOUS SCIENCE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
PLEDGE OF ALLEGIANCE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITIZEN OF THE MONTH



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF GARRETT GOSSE FOR BEING NAMED THE 2011 WENDY'S
HEISMAN MALE ATHLETE OF THE YEAR



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CITY COUNCIL MEETING OF: JANUARY 4, 2012

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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



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For possible action to approve the Final Minutes by reference of the Special City Council meeting of December 12, 2011 and the regular City Council meeting of December 21, 2011



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: DETENTION AND ENFORCEMENT

DIRECTOR: MICHELE FREEMAN

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve an Intrastate Interlocal Contract between the State of Nevada and the City of Las Vegas providing access to the Nevada Criminal Justice Information System (NCJIS) to the Department of Detention and Enforcement - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

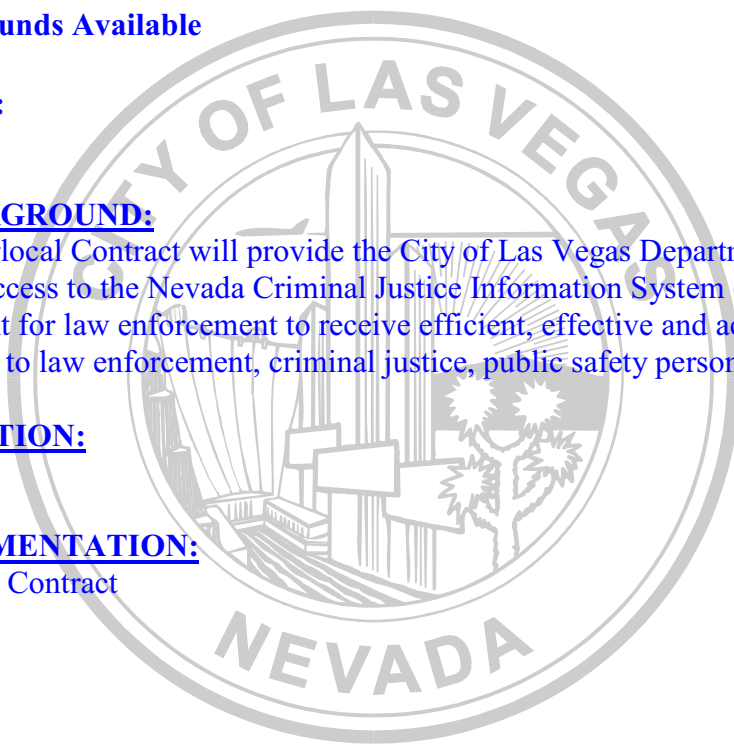
This intrastate Interlocal Contract will provide the City of Las Vegas Department of Detention and Enforcement access to the Nevada Criminal Justice Information System (NCJIS) which is an essential component for law enforcement to receive efficient, effective and accurate criminal history information to law enforcement, criminal justice, public safety personnel

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Intrastate Interlocal Contract



INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF PUBLIC SAFETY
RECORDS & TECHNOLOGY DIVISION, RECORDS BUREAU
333 WEST NYE LANE, SUITE 100, CARSON CITY, NEVADA 89706
PHONE (775) 684-6262 FAX (775) 684-6265
(hereinafter "State")

and

CITY OF LAS VEGAS – DEPARTMENT OF DETENTION AND ENFORCEMENT
3300 STEWART AVE.
NORTH LAS VEGAS, NEVADA 89101
PHONE (702) 229-5298 FAX (702) 382-1210
(hereinafter "User")

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

WHEREAS, THE AUTHORITY GRANTED TO THE **State** to enter into this contract with the **User** is pursuant to NRS chapter 179A; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of [the State of Nevada;

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

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

ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT

7. CONSIDERATION. The **State** agrees to provide the services set forth in paragraph (6) pursuant to the provisions of NRS chapter 179A. The **User** agrees, in return, to comply with those items and requirements as set forth in paragraph (6).

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

9. INSPECTION & AUDIT.

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

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the **State** of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

USER

By: _____

Title: _____

Date: _____

By: _____

Representative from Political Subdivision
Approving Agreement (if necessary)

Title: _____

Date: _____

[Signature]
DEPUTY CITY ATTORNEY
10/3/11

DEPARTMENT OF PUBLIC SAFETY

By: _____

Title: Chief, Records & Technology Division

Date: _____

By: _____

APPROVED AS TO FORM:
Deputy Attorney General

Date: _____

ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT

WITNESSETH

- 1) The Nevada Criminal Justice Information System and the State's Law Enforcement Message Switch (hereinafter referred to as "NCJIS") is a computerized information and electronic message switching system established as a service to all local, state and federal criminal justice and public safety agencies, as well as, other NCJIS approved non-criminal justice governmental agencies. The objective is to maintain an efficient, effective and accurate system, that will provide for the automated exchange of law enforcement, criminal justice, public safety, motor vehicle and drivers license information to all authorized system USERS.
- 2) Through this program, any public or private entity who does not serve in a criminal justice capacity as defined by NRS 179A.020 - 179A.030 or an entity as defined in NRS 432B and 424, will not be given on-line terminal access to criminal history record information. On-line terminal access to wanted person and other law enforcement, public safety, motor vehicle and driver's license information is at the discretion of, and subject to the recommendation of the Criminal Justice Information System (CJIS) Systems Officer (CSO) and approval by the Director of the Department of Public Safety. However, any public or private entity may make application for criminal history record information through the Central Repository for Nevada records of criminal history and/or its Civil Name Check Program which is not regulated by the terms and conditions of this agreement, but available through the Records and Technology Division a Division of the Department of Public Safety, CJIS Systems Agency (hereinafter "CSA") under a separate agreement that was developed for that purpose.
- 3) The CSA, through its CJIS Systems Officer (CSO), will maintain and administer management control, with respect to the NCJIS Administrative Policies, the NCJIS Operating Procedures, system access, terminal and operator configurations, quality control, validations, service evaluations, training requirements, technical and operational security policies, new applications, compliance audits and system discipline. Said management control will include not only NCJIS, but all other automated computer systems or programs that are accessed through NCJIS or administered by the CSA and referenced in this agreement. These are: the National Crime Information Center ("NCIC"), The International Justice and Public Safety Network ("NLETS"), the Western Identification Network ("WIN"), the California Law Enforcement Telecommunications System ("CLETS"), the National Instant Check System ("NICS"), and the National Integrated Automated Fingerprint Identification System ("IAFIS").
- 4) While the CSA, through the CSO, maintains and administers management control of NCJIS, as well as, all programs accessed through NCJIS, the Director of the Department of Public Safety has the final authority.
- 5) In addition, the NCJIS Steering Committee was established to provide assistance in the development of and enhancements to the NCJIS data base. The NCJIS Steering Committee provides recommendations for technical and operational design development. The NCJIS Steering Committee is further broken down into the Northern Technical Subcommittee and Southern Technical Subcommittee comprised of TACs and NCJIS users. Through topics presented at these regional meetings, the NCJIS Steering Committee members act as a conduit of information from all users/contributors to NCJIS for the purpose of bringing information to the CJIS Systems Officer.

NOW THEREFORE, being duly enlightened of the foregoing representations and promises, conditions and other valuable considerations obtained herein or incorporated by reference, the parties, by representation of authorized officials, do mutually covenant as follows:

- 1) Through this program, the CSA agrees to provide the USER with access to NCJIS, through the Nevada State Law Enforcement Message Switcher and through telecommunication lines, as well as, drops and ports of entry, provided that such access and any computer interfaces remain under the management control of a criminal justice agency, a public safety or NCJIS approved governmental agency and the agency abides by the technical security requirements as outlined in policy.
- 2) The CSA agrees to provide training pursuant to policies for all terminal agency and assistant terminal agency coordinators ("TAC" and "ATAC"), other agency personnel and administrators pursuant to policy. The NCJIS Training Policies include the mandatory NCIC training standards for terminal operators, criminal justice practitioners, and agency administrators.
- 3) The USER agrees to abide by all NCJIS administrative policies and operating procedures of NCJIS, including NCIC, NLETS, WIN, CLETS, NICS and IAFIS, as well as, laws and regulations of this state and the Federal government that are adopted by or imposed upon the CSA, to the extent that they are applicable to the information provided under this agreement.
- 4) Financing and budgeting for access to NCJIS shall be accomplished in accordance with the NCJIS Administrative Policies. Agencies that have been approved for terminal access will be responsible to budget funds for the initial connection, additional connections, compatible computer and terminal equipment, continuing line costs, or any costs associated with additional circuitry and technical security between the agency and NCJIS.
- 5) USER agrees to locate all devices, i.e., terminals, printers, etc., with access to NCJIS, or any other systems accessed through the NCJIS, in a secure area out of public view, or where unauthorized access cannot be gained. This includes the use of the sign-on/sign-off function and the security of individual user IDs and passwords.
- 6) Indirect non-terminal agency ("NTA") access to NCJIS or its ancillary systems through an NCJIS Terminal Agency ("TA") can only be made through a formalized user agreement or letter of understanding between the parties, which must include training of applicable non-terminal agency personnel by the TA. All transactions made by the NCJIS TA for the NTA through NCJIS must be done by using the NTA's assigned Originating Agency Identifier ("ORI") or by maintaining a log of the transaction. If records that require hit confirmation are entered by the NCJIS TA for the NTA, then the NCJIS TA must be available to confirm hits 24 hours a day, 7 days a week.
- 7) USER agrees to implement policies and procedures to protect all information obtained through NCJIS or any other systems accessed through the NCJIS from unauthorized access, alteration, or destruction.
- 8) Since the administrative policies of all of the systems accessed through NCJIS remain broad in their interpretation, it is the responsibility of the USER to adopt and implement internal written procedures that are relevant to their agency's use of NCJIS and its ancillary systems. These internal procedures may not be contrary, or in any way, supersede law or the established administrative policies or operating practices relating to these systems.
- 9) USER agrees to limit the use of all information obtained through NCJIS for the authorized purpose for which it was intended and to securely destroy the information when it is no longer needed. USER further acknowledges that the information obtained through NCJIS is susceptible to change, and therefore USER must assure that measures will be taken to obtain the most current and accurate information through NCJIS.
- 10) Misuse of any information obtained via NCJIS may be grounds for the imposition of sanctions in the form of cancellation of records and/or discontinuance of service through NCJIS upon confirmation of misuse, continued non-compliance or technical violations occurring against any of the systems.

- 11) Authority to access NCJIS criminal history record information or NCIC Interstate Identification Index ("III") is limited to criminal justice agencies and entities as defined in NRS 432B and 424 may be used only for authorized purposes. USER agrees to abide by appropriate purpose code uses as defined in the NCJIS Administrative Policies and NCIC Operating Manual. USER agrees that III will never be inquired upon for non-criminal justice purposes, such as licensing, employment or regulatory purposes unless authorized by the FBI and State statute. Unauthorized disclosure or misuse of data by the USER or its employees can be cause for imposition of sanctions and possible cancellation of service provided by this agreement. The CSA will monitor system use, as necessary, concerning inquiries made of the system to detect possible misuse.
- 12) System integrity and the completeness and accuracy of information entered into the system is paramount and the USER will allow the NCJIS Audit Staff to conduct compliance audits, to review USER's records to assure reliability of stored data and make corrections of non-valid data discovered as a result of the audit. Measures for purging or canceling entries will be adhered to for enhancing reliability of all data. NCJIS compliance audits, as well as, directed audits are also conducted for the purpose of investigating any allegation(s) of misuse regarding NCJIS, or any other system accessed through NCJIS.
- 13) USER agrees to appoint a Terminal Agency Coordinator ("TAC") to represent and speak on behalf of their agency. All requests concerning NCJIS must be coordinated through the TAC. This individual may make recommendations to the USER regarding needed policy changes within the agency that are relevant to NCJIS. The USER may also elect to appoint an Assistant Terminal Agency Coordinator ("ATAC") to assist the TAC with system duties and responsibilities. Both the TAC and ATAC shall meet the minimum qualifications as stated in the NCJIS Administrative Policies. The TAC is responsible for ensuring compliance with all applicable laws, rules, regulations, policies and procedures governing NCJIS and its ancillary systems. The TAC serves as a central point in his/her agency for managing record validations, quality control matters, dissemination of manuals and other NCJIS publications, NCJIS system security matters, agency personnel training, training of all non-terminal agency personnel, agency self-audits, NCJIS compliance audits and any problems concerning NCJIS usage.
- 14) USER agrees to ensure that the TAC is available during hours that are conducive to the administration of NCJIS and to be the liaison between the USER and the NCJIS Staff with regard to NCJIS. If a new TAC is designated or as ATACs change, the USER agrees to immediately notify the CSA in writing.
- 15) USER agrees to provide training within their own agency, pursuant to the NCJIS Training Plan and the mandatory NCIC training standards.
- 16) USER shall ensure that a thorough background screening of personnel is conducted. State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel, including appropriate IT personnel, having access to information from NCJIS or its ancillary systems. USER must also screen custodial, support, and/or contractor personnel accessing terminal areas and records storage areas containing said data.
- 17) USER agrees that access will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and/or signed and returned to the CSA. USER agrees to not make any changes in the location of any terminal equipment/device or discontinue or alter service, unless advance notification is made in writing by the TAC or ATAC to the CSA. For additional access, USER agrees to request said access in writing by the TAC or ATAC to the CSA.
- 18) USER agrees that any requests to provide functions and/or make changes in terminal operators, user IDs, etc., requires written notification by the TAC or ATAC to the CSA.

- 19) USER agrees that all correspondence and requests relating to the CSA shall be done through the CSO, Programs Development and Compliance Unit at 333 West Nye Lane, Suite 100, Carson City, Nevada, 89706; or fax (775) 684-6268.
- 20) Any contract or changes to the USER's agency which would affect the operation or management control of NCJIS, such as privatization, must be brought to the attention of the CSA prior to such changes.
- 21) The conditions of this Agreement are not optional and may not be modified.

TERMINATION

The CSA may purge records, suspend or terminate access to NCJIS, when in its reasonable estimation, a violation of a specific term of this agreement or of any substantive requirement or limitation imposed by NCJIS, state or Federal statutes, regulation or rules incorporated into this agreement occurs, of which shall be deemed a breach of terms.

In the event of termination of this agreement, any real or personal property used to carry out the provisions of this agreement shall be disposed of by the party having the responsibility for financing the acquisition and maintenance of such.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT

DIRECTOR: WILLIAM ARENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve \$100,000 in Redevelopment Special Revenue funds (RDA 9 percent Set-Aside) for acquisition of a single family residence located at 5324 Isadora Court and transfer of title to a low-income household as affordable housing - Ward 5 (Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$100,000

Funding Source: RDA 9 percent Set-Aside

Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:

The home was originally purchased by the City using Neighborhood Stabilization Program (NSP) funds for the purpose of providing long-term affordable rental housing to households at or below 50 percent area median income. The home will now be purchased at appraised value from the NSP Program and made available as an ownership property to a low-income household with a 50-year affordability period.

RECOMMENDATION:

Staff recommends that the City Council approve the acquisition and transfer of title for the property, and authorize the Mayor to sign the Property Transfer Agreement.

BACKUP DOCUMENTATION:

Real Property Transfer Agreement

REAL PROPERTY TRANSFER AGREEMENT

This Real Property Transfer Agreement (this "Agreement") is made and entered into this 4th day of January, 2012, by and between Darlene Trammell (the "Recipient"), in her individual capacity, and the City of Las Vegas (the "City"), a municipal corporation duly organized in the State of Nevada, whose principal office is currently located at 400 Stewart Avenue, Las Vegas, Nevada, 89101.

RECITALS

WHEREAS, the City has purchased the real property and improvements legally described below (the "Property"), which is located in the City of Las Vegas, utilizing funds provided under the City of Las Vegas Affordable Housing Set Aside Program (the "Affordable Housing Program"), which Affordable Housing Program is funded pursuant to the tax increment funding received from the City of Las Vegas Redevelopment Agency pursuant to NRS 279.685; and

WHEREAS, the Affordable Housing Program is intended to provide affordable housing to persons or households in need of affordable housing and who qualify for such housing under the Affordable Housing Program; and

WHEREAS, the City has determined that the Recipient qualifies for affordable housing under Affordable Housing Program; and

WHEREAS, as part of the Affordable Housing Program, the City is offering to transfer title and possession of the Property to the Recipient in order to allow the Recipient to reside on the Property free of any rental charge for the period of time set forth in this Agreement; and

WHEREAS, the Recipient desires to accept title and possession of the Property subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions, restrictions, and covenants:

I. AGREEMENT TO TRANSFER PROPERTY. Within 10 days after the execution of this Agreement, the City agrees to transfer to the Recipient title and possession of the real property and improvements thereon (the "Property"), which is legally described on Exhibit A attached hereto and incorporated herein as a part of this Agreement, and whose common street address is 5324 Isadora Court, Las Vegas, Nevada. The title of the Property shall be conveyed to the Recipient in fee simple determinable subject to the right of reversion set forth in Section II A below and subject to requirement that the Recipient comply with the terms, conditions and requirements set forth in Section III below.

II. TERMS OF THE PROPERTY TRANSFER

A. Right of Reversion. The transfer of fee simple title to the Property shall remain in effect for a period of approximately fifty (50) continuous years, commencing as of the date of recordation of the Grant Deed identified in Section IV below, and continuing in effect until

November 30, 2061, or until the death of the Recipient, whichever is the first to occur (the "Term"), and with the expiration of the Term, all rights, title and interest of the Recipient in the Property shall automatically revert back to the City without the need for any judicial action. In support of the automatic reversion of the Property at the expiration of the Term, the Recipient agrees to execute the Quitclaim Deed substantially in the form of Exhibit B attached hereto and incorporated herein as a part of this Agreement. The Quitclaim Deed will be held by the City until expiration of the Term, at which time the Quitclaim Deed may be recorded in the public records of the Clark County Recorder's Office if so determined necessary or desirable by the City in order to effectuate the conveyance of title to the Property to the City as a matter of public record.

B. Power of Termination. In addition to the reversionary right set forth in Section II A above, the City shall have the power to terminate all of the rights, title and interests of the Recipient in the Property if, during the Term, any of the following occurs:

1. The Property is not used as the Recipient's principal residence;
2. The Property is sold, rented, donated or otherwise alienated, hypothecated, demised or transferred for any reason by the Recipient except for the Short Form Deed of Trust required pursuant to Section II B above;
3. The Property is leased by the Recipient;
4. The Property is mortgaged, encumbered or the subject of a lien (other than lien for governmental services), except for the Short Form Deed of Trust required pursuant to Section II B above;
5. The Recipient loses occupancy and possession of the Property for any reason whatsoever; or
6. The Recipient fails to perform or comply with any of the requirements set forth in this Agreement.

If, during the Term, any of the above occurs, and the Recipient, after proper notice thereof has been provided by the City pursuant to Section IV below, fails to rectify or remedy the occurrence during the remedial period provided under Section IV A below, the City shall have the right to terminate all of the rights, title and interest held by the Recipient in the Property.

As security for the performance of the Recipient's obligations set forth in this Agreement, and in support of the City's right to recover title and possession to the Property in the event of failure to perform those obligations, the Recipient agrees to execute in favor of the City the Short Form Deed of Trust substantially in the form of Exhibit C attached hereto and incorporated herein as a part of this Agreement. The Short Form Deed of Trust will be held by the City until expiration of the Term and title and possession of the Property automatically reverts to the City as set forth in Grant Deed and Section II A above, or until such time as the City elects to foreclose against the Recipient's rights, title and interests in the Property.

C. "As Is" Conveyance of the Property. Prior to the conveyance of the Property, the Recipient hereby acknowledges that she, and/or her representatives, have made, or have been afforded the opportunity to make, an inspection of the Property. The Recipient further acknowledges and agrees that the Property is to be conveyed to and accepted by the Recipient in an "as is" condition with all known or unknown, latent or patent, faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties with respect to (i) the use, condition, and title (except for the implied warranties provided by the Grant Deed to be delivered by the City to the Recipient pursuant to Section IV below) of the Property, or (ii) compliance of the Property with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property.

III. RECIPIENT OBLIGATIONS

A. Use of the Property. For the duration of the Term, the Recipient shall use the Property as her sole principal residence, and for no other use or purpose whatsoever.

B. Maintenance and Repairs. For the duration of the Term, the Recipient agrees to keep and maintain the Property free of the accumulation of debris or waste materials and to maintain the Property in substantially the same condition as when it was received from the City. The Recipient agrees to make any repairs that are necessary to maintain the Property in such condition.

C. Insurance.

1. Prior to the conveyance of the Property, the Recipient agrees to procure from an insurance company which is acceptable to the City sufficient fire, hazard and flood insurance (if the Property is located in a flood zone) on the Property which will adequately cover and secure the property and its contents. The minimum amount of the insurance shall be Ninety-Five Thousand Dollars (\$95,000) or its fair market value of the Property at the time of the conveyance, whichever is higher. The insurance required herein shall be maintained in effect by the Recipient during the Term.

2. The insurance required herein shall be procured on an annual basis. The Recipient agrees to have the City listed as an additional insured on the policy. Prior to the conveyance, the Recipient agrees to provide the City with a Certificate of Insurance which conforms to this Section III C.

3. The Certificate of Insurance shall state that the City will be provided with at least thirty (30) days written notice by the insurance company of any cancellation, impending lapse or material change in the insurance coverage required under this Section III C. Notice shall indicate when insurance will be re-established through another company, if cancellation or lapse occurs.

4. On an annual basis, the Recipient shall adjust the amount of insurance required to be maintained by this Section III C in an amount that is satisfactory to the City.

D. Real Estate Taxes and Assessments. For the duration of the Term, the Recipient is responsible for payment in a timely manner all real property taxes and assessments levied against the Property. If, at any time during the Term, the property taxes or other assessment due and owing against the Property become delinquent, and the failure to pay the same results in a lien being filed against the Property, such failure shall entitle the City to proceed against Recipient pursuant to the provisions of Section IV of this Agreement

E. Encumbrances and Liens Prohibited. Except for the Short Form Deed of Trust set forth in Section II B above, for the duration of the Term, the Recipient shall not cause or permit mortgage, trust deed, encumbrance or lien to be placed against the Property.

IV. DEED OF CONVEYANCE. Within 10 days after the execution of this Agreement, and provided that Certificates of Insurance evidencing the policies of insurance required under Section III C are in effect, the City agrees to convey title in fee simple determinable to the Recipient pursuant to the Grant Deed, attached hereto as Exhibit D and incorporated herein as a part of this Agreement. The Grant Deed shall incorporate all of the obligations of the Recipient set forth in Sections II and III above.

V. REMEDY FOR VIOLATION OF AGREEMENT TERMS

A. Notice of Breach. If, during the Term, the Recipient fails to comply with any of the terms or requirements imposed by this Agreement, the City agrees to provide thirty (30) days written notice (the "Notice") of such failure to the Recipient, which notice shall be delivered in the manner provided pursuant to subsection B of this Section IV. During that thirty (30) day period, the Recipient shall have the right to rectify or remedy the failure to comply with the terms or requirement of this Agreement. If, at the expiration of that remedial period, the Recipient has failed to rectify or remedy the failure specified in the Notice, the City shall have the right to terminate all of the rights, title and interests of the Recipient in the Property pursuant to the exercise of its right of termination granted in Section II B above and in the Grant Deed.

In addition to the right of termination provided for herein, the City shall have the right to seek any additional legal or equitable remedies that it deems appropriate in order to protect its interest under this Agreement.

B. Service of Notice. Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) delivered personally, or (ii) delivered by certified mail, return receipt requested, and deposited with the United States Postal Service, addressed as follows:

To the City:

Prior to February 29, 2012
City of Las Vegas
Attention: Director of Urban and Economic Development
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

After February 29, 2012
City of Las Vegas
Attention: Director of Urban and Economic Development
City Hall, Sixth Floor
495 South Main Street
Las Vegas, Nevada 89101

To the Recipient: Darlene Trammell
5324 Isadora Court
Las Vegas, Nevada 89108

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of this Agreement, notices may also be given to the Recipient upon personal delivery to any person residing at the above address of the Recipient who is 18 years or older.

VI. ATTORNEY'S FEES AND COURT COSTS

The Recipient agrees that upon any breach of terms, conditions or obligations contained in this Agreement or the Grant Deed, the Recipient shall pay any and all legal costs, including attorney's fees and court costs, incurred by the City in enforcing the provisions of this Agreement, including, without limitation, commencing any action to recover title and possession of the Property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations, which is effective as of the day and year first above written.

City of Las Vegas
Economic and Urban Development
Department

Recipient

Carolyn G. Goodman, Date
Mayor

Darlene Trammell Date

Attest:

Beverly K. Bridges, MMC Date
City Clerk

Approval as to Form:

Robert S. Sylvain 12-8-11
Robert S. Sylvain, Date
Deputy City Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

APN 134-24-812-021

A portion of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

EXHIBIT B
GRANT DEED
(next page)

APN 134-24-812-021

Recording Requested by:

Dept. of Economic and Urban Development
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas ("Grantor"), a municipal corporation within the State of Nevada, hereby grants and conveys to Darlene Trammel ("Grantee"), the real property and improvements thereon ("Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The title to the Property is conveyed in the fee simple determinable, commencing with the recordation of this Deed and continuing in effect for a period of approximately fifty (50) years, to and including November 30, 2061, or until the death of the Grantor, whichever is the first to occur (the "Term"), at which time the title to the Property shall automatically revert back to the Grantor without the need for any further judicial action on the part of the Grantor.

2. The title to the Property is further conveyed subject to performance by the Grantee of the terms, conditions and covenants of the Real Property Transfer Agreement dated ___, 20___, by and between the Grantor and the Grantee, which Real Property Transfer Agreement bestows upon the Grantor the power to terminate all of the Grantee's rights, title and interest in the Property if the Grantee fails to perform or comply with the requirement set forth therein.

3. The Property is also conveyed subject to easements of record.

4. The Grantee hereby covenants and agrees that the Grantee shall not use the Property for any use other than the residential use specified in the Real Property Transfer Agreement.

5. For the duration of the Term, the Grantee, except for the Short Form Deed of Trust executed in favor of the Grantor as permitted in the Real Property Transfer Agreement, shall not, sell, transfer, convey, assign, lease, hypothecate, mortgage, devise, lien or encumber the whole or any part of the Property.

6. In the event of any breach by the Grantee of any of the provisions of this Deed or the Real Property Transfer Agreement, the Grantor shall have the right to exercise all of its rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach, including, without limitation, the right to terminate all of the rights, title and interests of the Grantee in the Property as provided in Section 2 above and in the Real Property Transfer Agreement. The rights and covenants contained in this Deed shall be for the benefit of, and shall be enforceable only by, the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its duly authorized Mayor, this ____ day of _____, 2012.

CITY OF LAS VEGAS, GRANTOR

By: _____
Carolyn G. Goodman, Mayor

Approved as to form:

Robert S. Sylvain, Date
Deputy City Attorney

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ____ day of _____, in the year 2012, before me, personally appeared Carolyn G. Goodman, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 2012.

NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Section 24, T. 20 S., R. 60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

EXHIBIT “C”
QUITCLAIM DEED

(next page)

APN 134-24-812-021

WHEN RECORDED, RETURN TO:
Dept of Economic and Urban Development
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Darlene Trammell, as the owner of the real property described herein, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Las Vegas, a municipal corporation within the State of Nevada, the real property located in the City of Las Vegas, County of Clark, State of Nevada, and legally described on Exhibit A attached hereto and incorporated as a part hereof.

The execution of this Quitclaim Deed, and the right to its recordation in order to effectuate the conveyance of title to the City as a matter of public record, is a requirement set forth in the Real Property Transfer Agreement dated January 4, 2012, executed by and between Darlene Trammel and the City of Las Vegas, Nevada. This Quitclaim Deed may be recorded by the City after November 30, 2061, or the death of Darlene Trammel, whichever is the first to occur, which recordation date will be a date considerably subsequent in time to the date of execution set forth below.

DATED this ____ day of _____, 2012.

By: _____
Darlene Trammell

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ____ day of _____, in the year 2012, before me, personally appeared Darlene Trammell, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that she executed it.

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 2012.

NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

EXHIBIT D
SHORT FORM DEED OF TRUST

(next page)

APN 138-24-812-021

WHEN RECORDED MAIL TO:
Economic and Urban Development
Department,
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Sue Prescott

SHORT FORM DEED OF TRUST

THIS SHORT FORM DEED OF TRUST ("Deed of Trust") is made this ____ day of _____, 2012, by Darlene Trammell, as Trustor, in her individual capacity and as owner of the real property described below, whose common street address is 5324 Isadora Court, Las Vegas, Nevada 89108, to the City of Las Vegas, as Trustee, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101, Attention: Economic and Urban Development Department, for the benefit of the City of Las Vegas, as Beneficiary.

WITNESSETH:

WHEREAS, pursuant to the Grant Deed dated _____ and recorded on _____ as Instrument _____ in the Clark County Recorder's Office for the County of Clark, State of Nevada, Beneficiary has conveyed title and possession in fee simple determinable to Trustor for the period of time commencing with the recordation of the aforementioned Grant Deed and continuing in effect for a period approximately 50 years thereafter, to and including November 30, 2061, or until the death of Trustor, whichever is the first to occur, at which time the title and possession of the Property shall automatically revert back to Beneficiary without the need of any further judicial action on the part of the Beneficiary; and

WHEREAS, Trustor has received title and possession of the real property, and the improvements existing thereon, in fee simple determinable subject to the terms, conditions and covenants set forth in the Real Property Transfer Agreement dated January 4, 2012 (the "Agreement"), executed by and between Trustor and Beneficiary, which Agreement includes the right to terminate all of the rights, title and interests of Trustor if Trustor fails to perform the obligations, or comply with the requirements set forth in the Agreement.

NOW, THEREFORE, for the purpose of securing each obligation of Trustor contained herein and in the Agreement, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that certain property (the "Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as:

See Exhibit A attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor agrees to abide by the terms, conditions and covenants of this Deed of Trust, the Grant Deed and the Agreement.

So long as Trustor shall well and truly perform its obligations to Beneficiary under this Deed of Trust, the Grant Deed and the Agreement, the obligations of Trustor under this Deed of Trust and the Agreement will terminate with respect to the Property when title and possession has automatically reverted to Beneficiary at the expiration of the Term as provided in the Grant Deed and the Agreement. Trustee, if so requested by Beneficiary, shall re-convey to Trustor, its successors or assigns, all of Trustee's estate in the parcel heretofore conveyed to Trustee by Trustor under this Deed of Trust if Beneficiary determines that such re-conveyance is desirable or necessary in order to clear title as a matter of public record.

The following Covenant Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

Trustor requests that a copy of any Notice of Default, Notice of Sale or Notice of Lien pertaining to the Property hereunder be mailed to Trustor at the address set forth in the first paragraph above.

TRUSTOR:

By _____
Darlene Trammell

State of Nevada)
)
County of Clark)

On this _____ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said County and State, Darlene Trammell personally appeared, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

APN 134-24-812-021

Recording Requested by:

Dept. of Economic and Urban Development
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas ("Grantor"), a municipal corporation within the State of Nevada, hereby grants and conveys to Darlene Trammel ("Grantee"), the real property and improvements thereon ("Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The title to the Property is conveyed in the fee simple determinable, commencing with the recordation of this Deed and continuing in effect for a period of approximately fifty (50) years, to and including November 30, 2061, or until the death of the Grantor, whichever is the first to occur (the "Term"), at which time the title to the Property shall automatically revert back to the Grantor without the need for any further judicial action on the part of the Grantor.

2. The title to the Property is further conveyed subject to performance by the Grantee of the terms, conditions and covenants of the Real Property Transfer Agreement dated ___, 20___, by and between the Grantor and the Grantee, which Real Property Transfer Agreement bestows upon the Grantor the power to terminate all of the Grantee's rights, title and interest in the Property if the Grantee fails to perform or comply with the requirement set forth therein.

3. The Property is also conveyed subject to easements of record.

4. The Grantee hereby covenants and agrees that the Grantee shall not use the Property for any use other than the residential use specified in the Real Property Transfer Agreement.

5. For the duration of the Term, the Grantee, except for the Short Form Deed of Trust executed in favor of the Grantor as permitted in the Real Property Transfer Agreement, shall not, sell, transfer, convey, assign, lease, hypothecate, mortgage, devise, lien or encumber the whole or any part of the Property.

6. In the event of any breach by the Grantee of any of the provisions of this Deed or the Real Property Transfer Agreement, the Grantor shall have the right to exercise all of its rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach, including, without limitation, the right to terminate all of the rights, title and interests of the Grantee in the Property as provided in Section 2 above and in the Real Property Transfer Agreement. The rights and covenants contained in this Deed shall be for the benefit of, and shall be enforceable only by, the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its duly authorized Mayor, this ____ day of _____, 2012.

CITY OF LAS VEGAS, GRANTOR

By: _____
Carolyn G. Goodman, Mayor

Approved as to form:

Robert S. Sylvain 12-8-11
Robert S. Sylvain, Date
Deputy City Attorney

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ____ day of _____, in the year 2012, before me, personally appeared Carolyn G. Goodman, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 2012.

NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Section 24, T. 20 S., R. 60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

APN 134-24-812-021

WHEN RECORDED, RETURN TO:
Dept of Economic and Urban Development
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Darlene Trammell, as the owner of the real property described herein, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Las Vegas, a municipal corporation within the State of Nevada, the real property located in the City of Las Vegas, County of Clark, State of Nevada, and legally described on Exhibit A attached hereto and incorporated as a part hereof.

The execution of this Quitclaim Deed, and the right to its recordation in order to effectuate the conveyance of title to the City as a matter of public record, is a requirement set forth in the Real Property Transfer Agreement dated January 4, 2012, executed by and between Darlene Trammel and the City of Las Vegas, Nevada. This Quitclaim Deed may be recorded by the City after November 30, 2061, or the death of Darlene Trammel, whichever is the first to occur, which recordation date will be a date considerably subsequent in time to the date of execution set forth below.

DATED this ____ day of _____, 2012.

By: _____
Darlene Trammell

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ____ day of _____, in the year 2012, before me, personally appeared Darlene Trammell, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that she executed it.

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 2012.

NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

APN 138-24-812-021

WHEN RECORDED MAIL TO:
Economic and Urban Development
Department,
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Sue Prescott

SHORT FORM DEED OF TRUST

THIS SHORT FORM DEED OF TRUST ("Deed of Trust") is made this ____ day of _____, 2012, by Darlene Trammell, as Trustor, in her individual capacity and as owner of the real property described below, whose common street address is 5324 Isadora Court, Las Vegas, Nevada 89108, to the City of Las Vegas, as Trustee, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101, Attention: Economic and Urban Development Department, for the benefit of the City of Las Vegas, as Beneficiary.

WITNESSETH:

WHEREAS, pursuant to the Grant Deed dated _____ and recorded on _____ as Instrument _____ in the Clark County Recorder's Office for the County of Clark, State of Nevada, Beneficiary has conveyed title and possession in fee simple determinable to Trustor for the period of time commencing with the recordation of the aforementioned Grant Deed and continuing in effect for a period approximately 50 years thereafter, to and including November 30, 2061, or until the death of Trustor, whichever is the first to occur, at which time the title and possession of the Property shall automatically revert back to Beneficiary without the need of any further judicial action on the part of the Beneficiary; and

WHEREAS, Trustor has received title and possession of the real property, and the improvements existing thereon, in fee simple determinable subject to the terms, conditions and covenants set forth in the Real Property Transfer Agreement dated January 4, 2012 (the "Agreement"), executed by and between Trustor and Beneficiary, which Agreement includes the right to terminate all of the rights, title and interests of Trustor if Trustor fails to perform the obligations, or comply with the requirements set forth in the Agreement.

NOW, THEREFORE, for the purpose of securing each obligation of Trustor contained herein and in the Agreement, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that certain property (the "Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as:

See Exhibit A attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor agrees to abide by the terms, conditions and covenants of this Deed of Trust, the Grant Deed and the Agreement.

So long as Trustor shall well and truly perform its obligations to Beneficiary under this Deed of Trust, the Grant Deed and the Agreement, the obligations of Trustor under this Deed of Trust and the Agreement will terminate with respect to the Property when title and possession has automatically reverted to Beneficiary at the expiration of the Term as provided in the Grant Deed and the Agreement. Trustee, if so requested by Beneficiary, shall re-convey to Trustor, its successors or assigns, all of Trustee's estate in the parcel heretofore conveyed to Trustee by Trustor under this Deed of Trust if Beneficiary determines that such re-conveyance is desirable or necessary in order to clear title as a matter of public record.

The following Covenant Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

Trustor requests that a copy of any Notice of Default, Notice of Sale or Notice of Lien pertaining to the Property hereunder be mailed to Trustor at the address set forth in the first paragraph above.

TRUSTOR:

By _____
Darlene Trammell

State of Nevada)
)
County of Clark)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public in and for said County and State, Darlene Trammell personally appeared, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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: \$70,454,994.46

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 12/01/11 - 12/12/11



City of Las Vegas

Summary of Cash Expenditures

For period of 12/01/11 to 12/12/11

Total Services & Materials Checks :	\$5,019,332.52
Total Services & Materials EFT Payments :	\$7,733,207.91
Total Wire Transfers:	\$48,060,993.08
Total Payroll Checks:	\$9,641,460.95

Grand Total:	\$70,454,994.46
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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.



Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On January 4, 2012 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: FINANCE

DIRECTOR: CANDACE FALDER

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Agreement No. 120084-TF, Engineering Services Agreement for 3D Infrastructure Base Map - Main Street Pilot Corridor Project located on Main Street between Charleston Boulevard and Stewart Avenue - Department of Public Works - Award recommended to: VTN NEVADA (\$575,110 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$575,110

Funding Source: Public Works CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

Consultant working with City staff will create a three dimensional model utilizing available survey data, develop training manuals and provide training to City staff. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez

POC: James Thomas - (702) 873-7550

RECOMMENDATION:

That City Council approve award of Agreement No. 120084-TF, Engineering Services Agreement for 3D Infrastructure Base Map - Main Street Pilot Corridor Project to VTN Nevada in the amount of \$575,110. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 120084-TF
2. Certificate - Disclosure of Ownership/Principals

ENGINEERING SERVICES AGREEMENT FOR 3D INFRASTRUCTURE BASE MAP – MAIN STREET PILOT CORRIDOR PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, and VTN Nevada, (the "Consultant"), a corporation, whose address is 2727 S. Rainbow Boulevard, Las Vegas, Nevada 89146.

WITNESSETH:

WHEREAS, the City intends to obtain a 3D Infrastructure Base Map – Main Street Pilot Corridor (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof.

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 Description of Consultant's Services. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 Document Review. The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 Waiver. The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Designation of Consultant's Representative. The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the

City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 Responsibility for Construction Document Revisions.

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

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

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

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not

conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 Subconsultant Provisions. If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

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

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

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

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect for one year with one 1 year option to renew, until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 **Records.** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in

accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

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

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

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

10.03 Termination for Cause or Other Resolution.

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

- (i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,
- (ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
- (iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant

which continues unvacated and in effect for a period of thirty (30) days, or

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

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

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

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

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

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

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

10.04 Ownership of Documents.

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

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

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

D. Delivery of Documents. In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. Confidentiality. The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or

organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

G. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 **Indemnity.** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation,

the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

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

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

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

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

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

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

10.20 Claim or Dispute Resolution.

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

B. Resolution by Management. The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

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

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

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

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

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

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

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

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

10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

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

10.25 **Agreement Version.** This document reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

ATTEST

CITY OF LAS VEGAS

Beverly K. Bridges, MMC, City Clerk

Date

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

Deputy City Attorney

12/8/11

Date

John S. Ridilla
Deputy City Attorney

By _____
James A. Thomas, P.E., VTN Nevada

LIST OF EXHIBITS

EXHIBIT “ A ” Scope of Services

EXHIBIT “ B ” Required Submittals

EXHIBIT “ C ” Performance Schedule

EXHIBIT “ D ” Fee Breakdown

EXHIBIT “ E ” Additional Compensation

EXHIBIT “ F ” Key Personnel List

EXHIBIT “ G ” Certificate

EXHIBIT “A”

Scope of Services

ARTICLE 100: GENERAL INFORMATION

100 PRELIMINARY ASSESSMENT / ATTEND MEETING(S)

100.1 – VTN will coordinate and attend kick-off meetings to establish project procedures as well as services to be provided. The meeting will also finalize project scope, staff, as well as set a soft schedule for milestones to be completed during the project.

100.2 – VTN will coordinate and attend two (2) monthly project meetings to monitor project progress and deliverables. These meetings will be attended by the appropriate VTN staff as well as those members of the City staff selected to serve on the Project Oversight Committee.

100.3 – VTN will attend meetings and presentations for various City staff as requested. Direct Expenses cost for Plotting and printing of all documents.

Deliverable(s) – VTN will provide minutes of every meeting and post to the appropriate individuals.

200 ASSIST EVALUATION OF PROJECT HARDWARE AND SOFTWARE NEEDS

200.1 – VTN will assist the City staff with the identification and analyzation of hardware and software requirements for the City including but not limited to, video cards, ram, hard drive space, processors, and other system requirements. Consult with the City's IT and CAD design staff on the latest versions of software that will be used to build and analyze the 3D models.

200.2 – VTN and City staff will perform ongoing evaluation of the implementation of the hardware, software, and related system integration as well as assist with modifications deemed necessary by the City.

Deliverable(s) – VTN will have two workshop meetings with the City of Las Vegas IT department to review hardware and software, and finalize requirements. VTN will provide Technical Memo of hardware and software requirements.

300 COMPILE PROJECT DATA

300.1 – Work in conjunction with the City staff to collect and compile available information and data for use in building the most accurate existing ground model.

300.2 – Utilities Coordination and Design – VTN will provide coordination services and assist the City staff in establishing procedures and methods for all project utility information and data storage. VTN will assist City staff in the utilization of in-house field survey capabilities and Sub-Surface Utility Standards (SUE 38-02). In addition, comprehensive potholing of existing utility locations can be obtained as directed by the City. VTN will coordinate and work with the City staff in modeling available underground and overhead utilities, researching record utility locations, maintaining new and purposed utility installations. VTN will assist the City in establishing criteria and acceptable tolerance limits necessary for utility clearances and relocation requirements VTN will build an existing ground surface to integrate with utility locations to tie into above ground modeling such as fire hydrants, manholes, street lights, building, etc.

- Existing Ground Surface

- Existing Utility Improvement Plans
- Existing GIS Data
- Existing As-Built (CLV Survey, CLV Pot Hole Data, Etc.)
- Ground Penetrating Radar (GPR) **EVALUATION ONLY**

300.3 – Compile above Ground Utility Data – VTN will assist the City staff with determining available means and methods to addressing existing above ground data. The information and modeling will include but not limited to the following:

300.4 – Compile available City of Las Vegas provided GIS data to incorporate into a base for use with the digital model and link all related data into the data base.

Information will be:

- Parcel Lines
- Section Lines
- Zoning
- Land Use

300.5 – VTN will work with the City of Las Vegas to determine available pothole information. Previous pot holing will be used to help locate and mark existing utilities. Potholing is performed to verify the location and depth of the utility lines.

300.6 – Establish coordinate system that will be used to import and export data – VTN will assist the City Survey Manager in implementing a Ground to Grid Coordinate system that will serve as the basis of control for the 3D Digital City. VTN will also coordinate and advise, as requested. VTN will utilize Geodetic Analysis, LLC as a sub consultant to create a Low Distortion Projection (LDP) coordinate system design for the City of Las Vegas.

300.7 - VTN will assist the city staff as directed by the city in collection supplemental pilot corridor.

301 – VTN will assist the City staff with determining available means and methods to integrate information utilizing available data. VTN will assist the City with creating 3D building envelopes and the creation of models.

- 3D Models (CLV, Google, VTN, Others)
 - Buildings
 - Power Poles
 - Utilities
 - Signs
 - Roads

Deliverable(s) – Provide an initial coordinate system for the section of downtown model area which may be used for the Las Vegas Valley area in future City projects. City will maintain ownership of City owned buildings that will be modeled for this project. The model will also incorporate readily available building models obtained from internet 3D modeling sites.

400 ESTABLISH CLV STANDARD STYLES TEMPLATE

400.1 – VTN will assist the City staff to develop a City standard styles template for utilization on all in-house and consultant designed projects. The template will allow the City to establish and implement drawing standards necessary for quality control as wells as incorporation into the City's model.

- (NCS) National CAD Standards for Layers
- Document CLV Standards
 - Table of Content
 - Drawing Submittals
 - Drawing Naming
 - Layer Names

- Styles
- 3D Model
- Survey
- Pot Hole Standard
- Utility Standards

400.2 – VTN will assist the City staff to develop a City standard manual for utilization on all in-house and consultant designed projects. The manual will allow the City to establish and implement drawing standards necessary for quality control as well as incorporation into the City's model. To cover all items in 500.1 Direct Expenses cost for Plotting and printing of all documents.

Deliverable(s) – Engineering and Survey Styles templates and Technical Memo

500 PILOT CORRIDOR

Project Location: The pilot corridor to be developed by VTN is along the corridor of Main Street, between Charleston Boulevard and Stewart Avenue within the City of Las Vegas downtown area.

500.1 – Utilities Coordination and Design – VTN and City staff will create a 3 dimensional model utilizing available field survey data as well as SUE 38-02 for the detailed utility designations. VTN will self-perform as well as coordinate and assist the City staff with obtaining and modeling of known sanitary sewer and storm drains and associated facilities as well as readily available above ground utilities. Build existing ground surface data to integrate with the provided utility locations to tie into above ground modeling such as fire hydrants, manholes, street lights, building, etc.

500.2 – Clash Detection (Verify Clearances and design criteria for established sanitary and storm utilities) VTN Will utilizes Civil 3D and related software to preform utility clash detection as well as model the proposed crossings of all known utilizes.

500.3 – 3D Modeling

- Navisworks Manage
- Facility Management (Link 3D Utilities)
 - GIS Data
 - PDF Utility Plan sets
 - City Utility Standards
 - Etc.
- Compile Engineering, Survey, Planning, and GIS data into Infrastructure Modeling Software (3D City Model)
 - Above and Below Ground

Deliverable(s) – AutoCAD Civil 3D drawing of identified utilities within the stated limits of the Pilot Corridor. Provide an initial coordinate system for one section of the downtown model area which will be used for future City projects. The City will maintain sole ownership of all 3D building and roadway models.

600 ESTABLISHMENT OF THE CITY'S SUBSURFACE UTILITY ENGINEERING STANDARD (SUE)

600.1 – VTN will work with City staff to establish the standards to ensure quality assessment and reference methods. The use of quality levels allows project owners to decide what quality level of information they want to apply to their risk management challenge and to certify on project plans that a certain level of accuracy and comprehensiveness has been provided.

VTN will use the following four recognized quality levels of underground utility information ranging from Quality Level (QL)

D (the lowest level) to Quality Level A (the highest level) as described below:

- *Quality Level D. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.*
- *Quality Level C. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.*
- *Quality Level B. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.*
- *Quality Level A. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.*

600.2 - ASCE Standard Subsurface Utility Engineering (S.U.E.) 38-02

The following colors to be adopted by all utilities for modeling all underground utilities. 3D Utilities Color Codes

- Street Lighting, Electric, traffic Signals (Red)
- Water (Blue)
- Telephone, Railroad, Cable TV (Orange)
- Storm Drain, Sewer (Green)
- Survey (Pink)
- Proposed Excavation (White)

Deliverable(s) – Defined 3D model standards for use on all future City projects incorporating the subsurface utility engineering (SUE) standards using color coding and linking utilities to the City of Las Vegas data such as Engineering, Survey, Planning, and GIS.

700 TRAINING

700.1 – VTN will provide on-site training courses created and developed by VTN. The training will be structured to utilize a Computer Based Training (CBT) curriculum designed to meet the needs and skill sets currently possessed by the selected City staff. VTN will combine an easy-to-use work flow, real world exercises, project specific training options to provide a comprehensive self-paced training program and on-going support.

700.2 - VTN will assist the City staff with determining methods for City staff utilization and work flow model. If required,

VTN will also assist in the development of a training manual for City staff to be trained in use of the 3-D GIS-based spatial model and geo-databases as well as the potential use of "Sketch-Up" software and conduct appropriate training sessions. VTN will meet with the Project Advisory Committee periodically throughout the project to brief them on model and database development issues and to specifically review work task products.

- (6) City of Las Vegas employees
- Schedule in-house time for training (2 Days a Week for 6 Months)

Direct Expenses cost for Plotting and printing of all documents.

Deliverable – Development of six (6) additional limited corridors to be incorporated into the City's overall downtown model, designated by the City staff, (6) Training Manuals and (6) Training Modules. Track and document the training process and classes as well as assist the City with the production of a procedures manual plus a technical memo for staff. Build 3D model standards for Subsurface Utility Engineering (SUE) standards.

800 SPECIAL SERVICES

800.1 – Ground Penetrating Radar can be obtained along a designed portion of the proposed corridor. The use of GPR is intended to provide the City with an evaluation process to determine what potential benefits / limitations exist with Ground Penetrating Radar and its inclusive value on future endeavors. This service would be provided as an additional service to the contract to be agreed by both parties. VTN would utilize the services of a sub-consultant to provide the GPR services as a direct expense to the City of Las Vegas for a one block section Right-of-way to Right-of-way in front of the city court house.

800.2 – Presentations- As directed and authorized by the City, VTN will work with the city on creating Videos, PowerPoint's, or other presentation as needed during the life of this project.

800.3 - Additional Engineering Services – VTN will provide Civil engineering general services that will cover any additional general engineering for the scope of services from 100.1.1 to 100.7.2 as directed by the City of Las Vegas.

ARTICLE 102: SUBCONTRACTS

102.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

ARTICLE 103: REGULATORY AUTHORITIES

103.1 The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

END OF EXHIBIT "A"

EXHIBIT "B"

Required Submittals

ARTICLE 200: GENERAL

200.1 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

200.2 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

- 300.1** The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Services set forth in this Agreement and the compensation to Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.
- 300.2** Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

ARTICLE 301: SCHEDULE OF SERVICES

- 301.1** For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

TASK	CALENDAR DAY PERIOD	REMARKS
100 – Preliminary & General Items	1 - 270	Required throughput project period
200 – Assist IT Department Hardware/Software	1 – 60	
300 – Compile Data	30 – 90	
400 – CLV Standard Styles Template	90 – 270	
500 – Pilot Corridor	1 – 150	
600 – Subsurface Utility Engineering Standard (SUE)	90 – 270	
700 – Training/Mentoring/Manual	30 – 210	
800 – Special Services	As Requested by CLV	Per CLV Authorizations
TOTAL		

END OF EXHIBIT "C"

EXHIBIT "D"

Fee Breakdown

ARTICLE 400: TOTAL COMPENSATION

- 400.1** The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **\$575,110,00.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" and Exhibit "D-1" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF DELIVERABLES

- 401.1** For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee set forth in this Exhibit "D" and Exhibit "D-1" (Fee Breakdown) based upon the completed of, and acceptance by the City, of each Deliverable identified in Exhibit "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Agreement Exhibit "A" (Scope of Services) for the amount of the fixed fee set forth in this Exhibit "D" and Exhibit "D-1" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

- 402.1** A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below and Exhibit "E-1" (Fee Breakdown). The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.
- 402.2** Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).
- 402.3** The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" and Exhibit "E-1" (Fee Breakdown), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" and Exhibit "E-1" (Fee Breakdown). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.
- 402.4** Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$54,800	See Exhibit A

END OF EXHIBIT "D"

FEE BREAKDOWN
Exhibit "D-1"

TASK	DESCRIPTION	Project Manager	Team Leader	Engineer	Design Technician	3D Modeler	Land Surveyor	Survey Crew	HDS Scan Crew	Admin/Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
100	PRELIMINARY ASSESSMENT/ATTEND MEETINGS	\$180	\$155	\$125	\$115	\$125	\$150	\$210	\$350	\$80			
100.1	Kick-Off Meeting	20	20	0	0	0	0	0	0	0	40	\$0.00	\$6,700.00
100.2	Monthly Progress Meetings	32	60	32	20	0	0	0	0	0	128	\$0.00	\$19,680.00
100.3	Staff Meetings/Presentations	0	20	0	0	0	0	0	0	0	80	\$2,500.00	\$7,900.00
100	Subtotal Hours	52	104	32	20	0	0	0	0	0	248	\$2,500.00	\$34,280.00
100	Subtotal Fee	\$3,360.00	\$16,120.00	\$4,000.00	\$2,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
200	ASSIST EVAL OF PROJECT HARDWARE/SOFTWARE												
200.1	Identification Hardware/Software	0	40	0	10	0	0	0	0	0	60	\$0.00	\$7,380.00
200.2	Implementation Hardware/Software	0	120	0	10	0	0	0	0	0	90	\$0.00	\$7,380.00
200	Subtotal Hours	0	160	0	20	0	0	0	0	0	140	\$0.00	\$14,760.00
200	Subtotal Fee	\$0.00	\$16,600.00	\$0.00	\$2,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$20,900.00
300	Compile Project Data												
300.1	Existing Ground Model	0	10	20	20	0	0	0	0	0	50	\$0.00	\$6,340.00
300.2	Utility Data	0	20	60	100	0	0	0	0	0	180	\$0.00	\$22,100.00
300.3	Above Ground Utilities	0	8	16	20	0	0	0	0	0	44	\$0.00	\$5,428.00
300.4	GIS Data (Parcel ROW Zoning Etc.)	0	10	20	30	0	0	0	0	0	108	\$0.00	\$12,940.00
300.5	Point Cloud Information	0	0	60	30	0	0	0	0	0	100	\$0.00	\$12,700.00
300.6	Establish Coordinate System	0	10	0	40	0	30	40	0	0	120	\$8,000.00	\$19,890.00
300.7	Surveying	0	0	0	0	0	80	80	0	0	160	\$0.00	\$19,890.00
300.8	Surveying (Buildings Power Poles Utilities Etc.)	0	0	0	0	120	0	0	0	0	120	\$0.00	\$19,800.00
300	Subtotal Hours	0	50	240	275	120	110	120	0	0	948	\$8,000.00	\$142,290.00
300	Subtotal Fee	\$0.00	\$15,130.00	\$30,000.00	\$41,400.00	\$18,000.00	\$7,500.00	\$25,200.00	\$8,000.00	\$0.00			\$31,400.00
400	CLV Standard Styles Template												
400.1	Manual on CLV Styles	0	40	80	80	0	40	0	0	0	240	\$0.00	\$31,400.00
400.2	Manual on CLV Styles	8	40	80	80	0	40	0	0	0	248	\$2,500.00	\$31,940.00
400	Subtotal Hours	8	100	160	160	0	40	0	0	0	488	\$2,500.00	\$63,340.00
400	Subtotal Fee	\$1,440.00	\$15,900.00	\$20,000.00	\$11,500.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$8,400.00			\$0.00
500	Pilot Corridor												
500.1	Utilities Coordination and Design	0	20	136	200	0	0	0	0	0	356	\$0.00	\$43,100.00
500.2	Utility Detection	0	20	20	20	0	0	0	0	0	80	\$0.00	\$9,800.00
500.3	3D Modeling	0	150	55	55	300	0	0	0	0	560	\$0.00	\$71,980.00
500	Subtotal Hours	0	190	211	275	300	0	0	0	0	976	\$0.00	\$124,950.00
500	Subtotal Fee	\$0.00	\$29,450.00	\$26,375.00	\$31,625.00	\$37,500.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
600	Subsurface Utility Engineering Standard (SUE)												
600.1	SUE A-D Standards	0	40	40	40	0	0	0	0	0	120	\$0.00	\$15,000.00
600.2	Color Code SUE	0	30	30	0	40	0	0	0	0	70	\$0.00	\$9,850.00
600	Subtotal Hours	0	70	70	40	40	0	0	0	0	190	\$0.00	\$25,450.00
600	Subtotal Fee	\$0.00	\$10,850.00	\$5,000.00	\$4,600.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
700	Training/Mentoring/Manual												
700.1	Training	0	100	180	220	0	100	0	0	0	600	\$0.00	\$78,300.00
700.2	Manual	0	100	120	20	0	0	0	0	0	240	\$2,500.00	\$30,800.00
700.3	Manual	0	200	200	240	0	100	0	0	0	840	\$2,500.00	\$109,100.00
700	Subtotal Hours	0	300	500	480	0	200	0	0	0	1480	\$5,000.00	\$218,200.00
700	Subtotal Fee	\$0.00	\$31,000.00	\$25,000.00	\$27,600.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00			\$0.00
	Total Basic Services Hours	60	882	883	1,055	460	190	120	0	180	3,830	\$13,000.00	\$520,310.00
	Total Basic Services Fee	\$10,800.00	\$136,710.00	\$110,375.00	\$121,325.00	\$80,500.00	\$28,500.00	\$25,200.00	\$0.00	\$14,400.00			

EXHIBIT "E"

Additional Compensation

ARTICLE 500: **CONSULTANT HOURLY RATES**

- 500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services set forth below and in Exhibit "E-1" (Fee Breakdown). These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Project Manager	\$180.00	Per Hour
Team Leader	\$155.00	Per Hour
Engineer	\$125.00	Per Hour
3D Modeler	\$125.00	Per Hour
Design Technician	\$115.00	Per Hour
Land Surveyor	\$150.00	Per Hour
Survey Crew	\$210.00	Per Hour
HDS Scan Crew	\$350.00	Per Hour
Administrative/Clerical	\$80.00	Per Hour

ARTICLE 501: **ADDITIONAL SERVICES RATES**

- 501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.
- 501.2 These fees show below and in Exhibit "E-1" (Fee Breakdown) are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

END OF EXHIBIT "E"

FEE BREAKDOWN
Exhibit "E-1"

TASK	DESCRIPTION											Hours Subtotal	Direct Expenses	Lump Sum Task Amounts	
		Project Manager \$180	Team Leader \$155	Engineer \$125	Design Technician \$115	3D Modeler \$125	Land Surveyor \$150	Survey Crew \$210	HDS Scan Crew \$350	Admin/ Clerical \$80					
800 SPECIAL SERVICES															
800.1	Ground Penetrating Radar (GPR)	0	0	0	0	0	0	0	0	0	0	0	\$30,000.00	\$30,000.00	
800.2	Presentations	20	40	0	0	40	0	0	0	0	0	100	\$0.00	\$14,800.00	
800.3	Additional Engineering Services	0	0	0	0	0	0	0	0	0	0	0	\$10,000.00	\$10,000.00	
800	Subtotal Hours Special Services	20	40	0	0	40	0	0	0	0	0	100	0		
800	Subtotal Fee Special Services	\$3,600.00	\$6,200.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$40,000.00	\$54,800.00	

EXHIBIT "F"

Key Personnel

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Tim Parks, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Keith Warren

601.1.2 RESPONSIBLE IN CHARGE PERSON: James A. Thomas, P.E.

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 9705

ARTICLE 602: CONSULTANT'S SUBCONSULTANT

602.1 The following SUBCONSULTANT WILL BE CONTRACTED AND UTILIZED BY THE Consultant to work on the project. Any changes require City approval.

602.1.1 DESIGN AND DISTORTION ANALYSIS: Geodetic Analysis, LLC, Earl G. Watts, R.L.S

602.1.2 GROUND PENETRATING RADAR: TBD if Requested by City as Additional Service

END OF EXHIBIT "F"

EXHIBIT "G"

Certificate

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name VTN Nevada	
Address 2727 S. Rainbow Blvd Las Vegas, Nevada 89146	
Telephone 702-873-7550	
EIN or DUNS 88-0087383	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u> Infrastructure Base Map – Main Street Pilot Corridor	
RFP #:	

Block 3	<u>Type of Business</u>
☐	Individual
☐	Partnership
☐	Limited Liability Company
☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4

Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gene D. Krametbauer, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
2.	James A. Thomas, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
3.	Robert Hosea III, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
4.	Anthony Zicari, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
5.	Mark S. Cormier, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
6.	David L. Edwards, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550

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: 0

Block 5

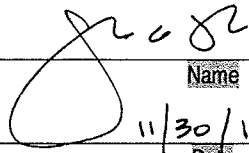
Disclosure of Ownership and Principals - Alternate

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: N/A

Date of Attached Document: _____ Number of Pages: _____

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

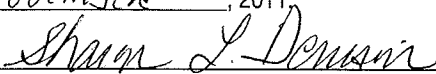


Name

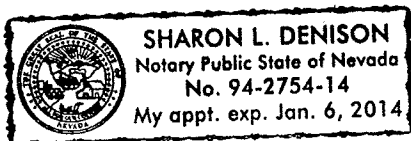
11/30/11
Date

Subscribed and sworn to before me this 30th day of

November, 2011



Notary Public



END OF EXHIBIT "G"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: FINANCE

DIRECTOR: CANDACE FALDER

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Agreement No. 120078-TF, Professional Engineering Services Agreement for Master Plan Update - Department of Public Works - Award recommended to: MWH AMERICAS, INC. (\$877,940 - Sanitation Enterprise Fund) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$877,940

Funding Source: Sanitation EF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

Consultant services include updating the wastewater collection system master plan to provide serviceability improvements to the existing sanitary sewer system and expand the system to serve new development. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez

POC: Margaret Regan - (702) 340-0147

RECOMMENDATION:

That City Council approve award of Agreement No. 120078-TF, Professional Engineering Services Agreement for Master Plan Update to MWH Americas, Inc. in the amount of \$877,940 with one one-year option to renew in the amount of \$900,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 120078-TF
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR MASTER PLAN UPDATE

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **MWH AMERICAS, INC.**, (the "Consultant"), a Corporation whose address is **3010 W Charleston Blvd, Ste 100, Las Vegas, NV, 89102**.

WITNESSETH:

WHEREAS, the City intends to construct the **Master Plan Update** (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the

City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 Responsibility for Construction Document Revisions.

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

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

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

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not

conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 Subconsultant Provisions. If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

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

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

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

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect for one year with one 1 year option to renew, until the Project is completed

unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

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

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

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

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (30) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

SECTION NINE AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

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

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

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

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

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

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

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

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

10.04 Ownership of Documents.

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

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

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

D. **Delivery of Documents.** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

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

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

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

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

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

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

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

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

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

G. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.20 *Claim or Dispute Resolution.*

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

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

The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

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

10.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

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

10.25 Agreement Version. This document reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

ATTEST

CITY OF LAS VEGAS

Beverly K. Bridges, MMC, City Clerk Date

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla
Deputy City Attorney

CONSULTANT

John S. Ridilla 12/13/11
Deputy City Attorney Date

By _____
Richard D. Plecker, Vice President, MWH Americas, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT “A”

SCOPE OF SERVICES

PROJECT DESCRIPTION

This exhibit describes the CONSULTANT's Scope of Work to update the 2008 Wastewater Collection System Master Plan (Master Plan Update) for the CITY of Las Vegas (CITY). The objective of this scope is to update the Master Plan that will be utilized by CITY staff to fund and implement required capacity and serviceability improvements to the existing sanitary sewer system and expand the sanitary sewer system to serve new development. The Master Plan Update will include the recommended sewer improvement and expansion projects with project descriptions, estimated costs, and proposed capital improvement plan (CIP) schedule. Coordinate with, and provide future population and flow data to WPCF Facility Plan consultant prior to August 2012.

The CONSULTANT's Scope of Work is described below. The major task headings are:

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Task 1 – Review Alternative CITY Corporate Boundaries

The boundaries are subject to change due to the possible creation of a National Monument Park in the current Conservation Transfer Area (CTA) in the northwest part of the CITY. Boundaries adjacent to the Paiute Indian Reservation along US 95, north of Moccasin and the west boundary in the vicinity of Lone Mountain Road are also subject to change.

Subtask 1.1 – Compile and Summarize Existing Documents and Data. CITY staff will identify pertinent documents and data and provide CONSULTANT information for the CITY boundary changes. These documents will include planning information and previous reports.

Subtask 1.2 – Meeting with the CITY. The CONSULTANT shall hold 1 meeting with the CITY staff to review and discuss existing and future CITY Corporate boundaries.

Work Product: *Meeting materials (lists), agendas, and minutes.*

Subtask 1.3 – Update Base Map for Existing and Build-out Scenario. CONSULTANT will update the current city sanitary sewer service area basemap in GIS to reflect the anticipated new boundaries base on the information provided by the CITY.

Assumption: *One scenario for the built out condition based on the Restrepo Report as provided by the CITY.*

Task 2 –Population Projections

Subtask 2.1 – Revise Population Projections. Utilizing CBER population data provided by the CITY, the CONSULTANT shall develop population projections from the base year, 2012, through each planning horizon years: 2017, 2022, 2032, 2042 and 2062 (assumed build-out) within the service area. The growth rate will be modified to reflect the slow growth.

Subtask 2.2 – Meeting with the CITY. The CONSULTANT shall hold meeting with the CITY staff to discuss the population projections and the proposed growth rate. The growth rate will be modified to reflect the slow growth.

Assumption: CITY provides population projection data.

Work Product: Population projections for planning horizon.

Task 3 – Update Land Use and Zoning Data

The purpose of this task is to define the basis of planning for determining future flows and trunk sewer needs for the CITY. Land use mapping and planning criteria will be developed from information available from the CITY'S planning department. The CONSULTANT shall update the existing land use map to reflect these future land development assumptions.

Subtask 3.1 - Define Existing and Future CITY Service Area. The CONSULTANT will obtain and update a map of the existing CITY service area. The existing CITY boundary will be shown on the GIS base map to be used for subsequent modeling.

Assumption: The future CITY service area (the "study area" for this Master Plan) will be delineated based on areas of projected urban land use within the CITY's planning areas and will be based on the results of Task 1 and 2.

Work Product: Map showing existing and future CITY service area boundaries.

Subtask 3.2 - Compile Information from Applicable Land Use Plans. The CONSULTANT will compile information from applicable land use documents that encompass the existing and future CITY service area. These documents will include population and housing information, water and transportation studies, and available development Master Plans. Specific plan and other planning area boundaries will be added to the digital mapping developed in previous tasks. Information on existing and future land uses categories, quantities, densities, locations, and timing will be organized for use in developing land use mapping and planning criteria for the Master Plan. Specific items or areas requiring further information will be identified for subsequent discussions with CITY planning staff. Up to 3 meetings will be assumed for this task.

Assumption: The land use categories and densities developed in the 2008 MPU will be used.

Work Product: Summaries of information contained in each planning document as related to the development of Master Plan Update planning criteria and mapping. Maps showing the boundaries of specific plans and other planning areas.

Subtask 3.3 - Meet with CITY Planning Staff. Based on the information developed in Subtask 3.2, the CONSULTANT will hold a meeting with the CITY staff to review the land use planning information and obtain input/review prior to completing modeling. Such feedback may include more specific information on near-term developments; anticipated growth rates and timing of development; area-specific residential densities; projected areas of re-development; potential future changes to planning boundaries; and potential annexations. An agenda will be prepared for the meeting, and CITY staff will be invited to suggest agenda items and attend the meeting.

Assumption: CITY will determine appropriate meeting participants.

Work Product: Minutes of meetings with CITY planning staff.

Subtask 3.4 - Refine Land Use Categories and Densities – (not used).

Subtask 3.5 - Determine Development Timing. Based on the information obtained in the previous subtasks, the CONSULTANT will identify areas of future development, redevelopment, and infill and their associated land use categories. The CONSULTANT will use the land use files developed in 2008 MPU and modify as necessary to incorporate additional detail for specific development, city- specific land use information, and information on redevelopment and major infill areas. Through discussions with planning staff and developers, the CONSULTANT will identify the anticipated timing of development for specific portions of the study area and major developments. Separate layers on the digital land use map will be developed to delineate anticipated 2012, 2017, 2022, 2032, 2042 and development through 2062 to be used for defining growth scenarios for modeling and phasing of proposed capital improvement projects. The land use projections developed in this task will be compared to available population growth projections by the CITY and others.

Work Product: Maps delineating 2012, 2017, 2022, 2032, 2042 and 2062 development horizons (5 planning horizons).

Subtask 3.6 - Prepare Technical Memorandum on Land Use Planning Criteria. The CONSULTANT will prepare a TM summarizing the land use information and proposed land use planning criteria for the Master Plan Update as developed in Task 3.

Work Product: TM on Land Use Planning Criteria.

Task 4 – Review Sanitary Sewer Design and Cost Criteria

This task will review the design and cost criteria used in the previous Master Plan for sizing and estimating the construction costs of relief sewer facilities and proposed future trunk sewers.

Subtask 4.1 – Review and Update Master Plan Design Criteria. The CONSULTANT will confirm the CITY design standards for trunk sewer improvement projects. The criteria will address applicable trenchless methods such as pipe bursting and microtunneling; as well as hydraulic criteria such as minimum and maximum velocities, Manning coefficients, and allowable d/D ratio. Criteria for force mains, maximum force main velocities, will also be confirmed.

Work Product: *Review previous design criteria and propose changes for Master Plan Update projects.*

Subtask 4.2 – Update Cost Criteria. The CONSULTANT will review construction bid tabulations from trunk sewer and pump station projects constructed by the CITY and others in the Las Vegas Valley within the last 3 years. Unit construction costs will be developed for components of sewer construction, including pipe and manhole installation, sheeting and shoring, dewatering, pavement removal and replacement, and traffic control; as well as for pump stations. The CONSULTANT will also review trenchless construction projects for trunk sewer replacement and new construction. The review of potential construction methods will consider expected useful life and other factors that affect life cycle costs. Allowances traditionally included for engineering design, construction inspection, and legal costs will also be evaluated. In newly developed or redevelopment areas, other contributors, environmental mitigation, coordination with other agencies, and easement and right-of-way acquisition will be included in the cost criteria.

Assumption: *CITY will provide construction project bid tabulation for the last 3 years*

Work Product: *Proposed unit costs and cost allowances for construction of trunk sewers and pump stations.*

Subtask 4.3 - Prepare TM on Design and Cost Criteria. The CONSULTANT will prepare a TM summarizing the proposed design and cost criteria highlighting significant changes since 2008.

Work Product: *TM on Design and Cost Criteria*

Task 5 – Review Flow Monitoring Data, Recalibrate and Verify Model

Flow data will be obtained from the permanent flow monitoring sites, reviewed and the model will be recalibrated for the 2012 dry weather condition. Flow monitoring data from up to 30 sites shall be used in recalibration.

Subtask 5.1 – Hands on Training. Two CITY staff will participate at the CONSULTANT's office, while the CONSULTANT performs calibration up to a maximum of 16 hours while consultant performs tasks 5.2 through 5.6 to obtain hands-on experience.

Assumption: *CITY staff are assumed to participate while the CONSULTANT is running the Scenario Manager™ and Load Allocator™ software.*

Work Product: *Assumed 16 hours CITY training.*

Subtask 5.2 – Review/Update the Flow Monitoring Data. The CONSULTANT shall review the 2012 flow information from the CITY's 30 permanent city flow meters to determine whether the sites still represent a good coverage of the system.

Assumption: *The CITY will provide MWH access to Intelliserve Website to obtain the flow data for the selected calibration flow meters for a period of 14 consecutive days. Data are assumed to be useable as downloaded. Additional data scrubbing will not be necessary. If problematic data are encountered, the CITY may direct the CONSULTANT to perform Additional Services to troubleshoot the data.*

Work Product: *The list of the flow meters that will be used for calibration.*

Task 5.3 - Revise Sewersheds and Network for CITY Existing Service Area. The CONSULTANT shall revise the sewersheds boundaries and modify the pipe network using CITY-provided changes to the sewershed boundaries. The model network shall consist of sewers 10-inch in diameter or larger, and their associated manholes. The CONSULTANT may include selected 8-inch diameter sewers and their associated manholes where modeling requires it. In addition, pump stations and diversion structures located on the existing sewer system shall be included in the model. The CONSULTANT shall revise the land use contribution data associated with parcels connected to the sewer system from the Wastewater Collection System Master Plan Report, and revise the flow inputs to the model.

Assumption: CITY will provide changes to the sewershed boundaries. The existing setting of the diversion structures shall be assumed similar to the ones in the Wastewater Collection System Master Plan Report and this shall be confirmed with the CITY.

Work Product: Revised sewershed GIS file for the existing service area and updated network for the existing system

Task 5.4 – Develop Input Flows and Revise Point Loads for the Existing Condition. Point loads shall be updated in the model by the CONSULTANT where load changes have been identified. The CONSULTANT shall include the flow from North Las Vegas in the Model. The Point loads flow list will be provided by the CITY. The planning unit use flow criteria shall be used to compute sewershed flows using Load Allocator™.

Assumption: The CITY's InfoSWMM license will be used for this task.

Work Product: A list of the point loads for the existing scenario.

Subtask 5.5 – Recalibrate and Verify Model. CONSULTANT shall calibrate the sewer system hydraulic model for 2012 dry weather condition using reliable updated data from the permanent flow monitoring sites. Flow monitoring data from up to 20 sites shall be used in the calibration process.

Work Product: Recalibrated Model for the existing 2012 horizon.

Subtask 5.6 - Prepare Technical Memorandum on Model Calibration. The CONSULTANT will prepare a TM documenting the development of the hydraulic model, data files, and GIS interface. The TM will also describe the model calibration process and results.

Work Product: TM on Model Calibration. Provide a DVD of the calibrated model.

Task 6 – Revise Sewersheds and Network Configuration for Future Scenarios

This task will update the overall sewer drainage and system configuration for the existing developed areas and currently undeveloped areas of the CITY service area for the future horizons.

Subtask 6.1 – Revise Future Sewersheds. The CONSULTANT shall update and revise the sewershed boundaries from the 2008 Model. Sewersheds will be delineated in sufficient detail to develop the layout of future trunk sewers down to 10-inch diameter. A preliminary verification will be made that areas within the proposed sewersheds can be served by 8-inch collector mains with sufficient cover.

Work Product: Updated map showing revised sewersheds.

Subtask 6.2 – Revisit Trunk System Configuration for Undeveloped Areas. The existing interceptor system and the basic trunk sewer configuration will serve as the starting point for developing the future trunk system. The CONSULTANT will review the trunk system developed in 2008 Master Plan and revise it to reflect the new CITY's boundary.

Work Product: Preliminary updated trunk sewer system configuration for undeveloped areas.

Subtask 6.3 – Develop Input Flows and Revise Point Loads. Point loads shall be updated in the model by the CONSULTANT based on the population projections, new sewersheds and trunk system configuration. The CONSULTANT shall also update point load projections for hotels/casinos, high-rise residential developments and other large flow generators. The impact of the following developments will be considered in modeling future flow rates:

- Impact of Kyle Canyon Gateway development;
- Impact of adding Paiute Indian Reservation;
- Incorporation of County Islands.

Input flows for the hydraulic model for each of the (five) future horizons will be revised to include modified point loads provided by the CITY, and updated future flows based on land use phasing using Scenario Manager™. The CONSULTANT shall develop updated future flows for the model by overlaying the revised digital land use and revised development phasing layers on the future service area map. The planning unit use flow criteria

will be used to compute sewershed flows using Load Allocator™. Flows will be developed under a separate scenario for each future scenario (2017, 2022, 2032, 2042 and 2062).

Assumption: *The point load list for all five future horizons shall be provided by the CITY.*

Work Product: *Projected Wastewater Flow Technical Memorandum summarizing the results of Task 6.*

Task 7 – Perform Hydraulic Analysis and Identify Deficiencies of Existing System

The hydraulic model will be used to identify deficiencies in the existing system under the baseline condition and future growth horizons and to refine the sizing of future trunk sewers. The model results will form the basis for system improvements in Task 9.

Subtask 7.1 – Conduct Model Simulations. The CONSULTANT will conduct model simulations of the existing trunk sewer system and the future trunk sewer network developed in Task 6. Model runs will be conducted for dry weather conditions for existing (2012), and for future 2017, 2022, 2032, 2042 and 2062 horizons.

Work Product: *Output from model runs.*

Subtask 7.2 – Identify System Deficiencies for Existing and Future Conditions. In conjunction with CITY staff, the CONSULTANT will review and revise the criteria for identifying deficiencies in existing sewers. The criteria are assumed to be based on an allowable depth of flow to diameter ratio (d/D) or percentage of full pipe capacity under peak flow conditions. Deficiency criteria will also be established for pump stations. Using the established criteria, the deficiencies will be identified through review of model output. Thematic maps created in GIS based on the model results will be generated to present these results.

Subtask 7.3 – Summarize Model Results. The CONSULTANT will prepare a TM summarizing the results of the model simulations and the identified system deficiencies.

Work Product: *Technical Memorandum on Model Results and Capacity Deficiencies.*

Task 8 - Review and Evaluate Desert Breeze WRC Flow Tradeoff with Durango Hills WRC

This task will evaluate the Desert Breeze WRC as it relate to its impact on the CITY's wastewater collection system, and provide alternative operational scenarios.

Subtask 8.1 – Evaluation of Flow Split. The CONSULTANT will conduct a planning level assessment of the impact of diverting the CITY flows to Desert Breeze WRC.

Subtask 8.2 - Prepare TM on Evaluation of Desert Breeze WRC vs. Durango Hills WRC Flow Split

The CONSULTANT will prepare a TM documenting the evaluation of the Desert Breeze WRC site and the impact of diverting the CITY's flows to Desert Breeze WRC.

Assumption: *Under this task, the CONSULTANT shall use previously developed flows for Durango Hills WRC and Bonanza Mojave WRC. No new scenarios will be developed.*

Work Product: *TM on Desert Breeze WRC and Durango Hills WRC Flow Summary.*

Task 9 – Update Sanitary Sewer System Expansion and Relief Projects

Recommended trunk sewer expansion projects for 2017, 2022, 2032, 2042 and 2062 build-out growth horizons (five future horizons) will be updated. Proposed trunk alignments were developed in the previous Master Plan. These will be confirmed. Preference will be given to selecting alignments along existing roads or future roads identified in land use planning documents. Other alignment issues such as railroad, freeway, and creek crossings, potential major utility conflicts, wetland areas, and availability of right-of-way, will also be considered. The necessity for pump stations will also be determined, and alternative sites (or gravity sewer alternatives) will be identified.

The CONSULTANT will develop alternatives for interim trunk system facilities to accommodate interim levels or areas of development prior to construction of permanent facilities. Required interim facilities will be identified based on the development growth and flow projections developed in previous tasks. Rough estimates of probable construction costs will be developed for purposes of alternative comparison and discussion. To address uncertainties with regard to cost, schedule, permitting, and other parameters the Crystal Ball™ software tool will be utilized.

Subtask 9.1 – Review and Develop Sewer Expansion Project Alternatives. The CONSULTANT will develop project alternatives for alignments of new trunk sewers required to serve future development. Criterium Decision Plus™ (CDP) will be used as part of the alternatives evaluation process. The preliminary trunk sewer configuration developed in Tasks 6 and the boundaries of sewersheds (serving individual 12-inch sewers) will be refined.

Work Product: *Maps showing project alternatives for new trunk sewers and interim facilities for developing areas.*

Subtask 9.2 – Review and Develop Sewer Relief Project Alternatives. The CONSULTANT will develop additional capital projects to address capacity deficiencies identified in the updated model. CDP will be used as part of the alternatives evaluation process. For capacity deficiencies in existing trunk sewers, alternatives may include replacement or paralleling of existing deficient trunk sewers, diversions to other trunks, and/or construction of new sewers along different alignments. The CONSULTANT will also review the Unlined RCP Sewer Evaluation and Rehabilitation projects to determine if rehabilitation needs identified may dictate alternative solutions to capacity problems in trunk sewers that are in need of structural rehabilitation. For relief sewer projects of significant size (diameter and/or length) or located in major traffic or utility corridors, the CONSULTANT will research potential utility conflicts (storm drains plus other utilities 12 inches and larger in diameter) and identify projected road improvement work and traffic issues through discussions with CITY, County, and utility agency staff. The focus in this effort will be on identifying potential fatal flaws or significant constructability issues with regard to pipeline alignments. To address uncertainties with regard to cost, schedule, permitting, and other parameters Crystal Ball™ software tool will be utilized.

Work Product: *Maps showing alternatives for trunk sewer relief projects.*

Subtask 9.3 – Conduct Workshops on Alternative Projects. The CONSULTANT will conduct two half-day workshops to discuss proposed project alternatives. The workshops will be attended by key CITY staff and other interested parties as requested by the CITY (e.g., other County staff, CITY representatives, developer's engineers, etc.). The workshop will be organized by sewershed. The CONSULTANT will present and discuss the proposed project alternatives and solicit input from the workshop participants. Other project issues, such as project prioritization and phasing, could also be addressed at these workshops. The CONSULTANT will prepare agenda and meeting minutes for each workshop. Primary coordination to include CITY Flood Control and Roadway Planning.

Work Product: *Workshop materials, agendas, and minutes.*

Subtask 9.4 – Rerun Hydraulic Model to Confirm Projects. The CONSULTANT will incorporate input received at the review workshops into the model and recommended trunk sewer project alignments and facilities. Digital mapping will be developed for the sewershed plans. The maps will show the final trunk sewer and sewershed boundaries, proposed pipeline alignments, slopes, and approximate rim and invert elevations at key junction points; and locations and sizes of interim facilities.

Work Product: *Digital mapping of recommended trunk sewer projects; quantity estimates for use in cost estimating.*

Subtask 9.5 – Develop Cost Estimates. The CONSULTANT will develop preliminary opinions of probable construction costs and estimated capital costs for the recommended trunk sewer expansion projects. The estimates will be based on the cost criteria updated in Task 4 and will be presented in 2012 dollars. Opinions of probable construction cost (OPCC) will be considered conceptual planning level estimates with a Class 4 level of accuracy (minus 30 percent to plus 50 percent). This level of estimate is considered appropriate for system master planning and represents a "reconnaissance grade" cost opinion as specified by the Association for the Advancement of Cost Engineering International.

Work Product: *Planning level estimates of probable construction costs and capital costs for recommended improvement projects.*

Subtask 9.6 – Summarize Project Descriptions. The CONSULTANT will summarize the individual improvement projects (on a sewershed basis) for incorporation into the Master Plan Update. These summaries will be similar to the 2008 document. They will include maps showing the project alignments and locations, project descriptions (alignment, pipe sizes, design flows), the specific deficiencies to be corrected by each project, project cost estimates, and estimated design and construction durations. Projects will fall into two categories: (1) those related to capacity problems within the existing sewer system, and (2) those needed to serve new development (most of which will involve projects outside of the existing system, but some of which will fall within the existing system).

Work Product: *Technical Memorandum on Recommended Improvement Projects for the Existing Trunk Sewer System and Expansion Projects. Each horizon will have an unprioritized list of projects with a companion map.*

Task 10 – Prepare Master Plan Update

The Master Plan Update report will summarize and present the results and recommendations of the CITY Collection System Master Plan Update per the above tasks.

Subtask 10.1 – Prepare Draft Master Plan Update. The CONSULTANT will prepare a draft Master Plan Update summarizing the evaluation methodology, the results and recommendations of the above tasks. It is anticipated that existing 2008 Master Plan organization will be revised for this update. TMs prepared within the Master Plan Update scope will form the basis for relevant report sections.

The report will be a multi-volume document, with the main volume presenting planning and design criteria and summarizing the recommended projects. The CONSULTANT will also prepare a draft Executive Summary report (approximately 20 pages in length, including tables and figures) targeted for CITY Management and Council members.

Work Product: *Report outline; draft Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); draft Executive Summary report (3 copies).*

Subtask 10.2 – Prepare Final Master Plan Update Report and Executive Summary. The CONSULTANT will review the CITY's written comments, incorporate changes to the draft Executive Summary and Master Plan, and prepare a final version.

Work Product: *Final Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); final Executive Summary report (3 copies); an electronic copy of the Master Plan Update Report and Executive Summary (pdf format). Native model files, GIS files and Excel spreadsheets.*

Task 11– Project Management

Project Management includes monitoring, administration, attendance at regularly scheduled progress meetings with CITY staff and the project Technical Review Committee, and project quality assurance/quality control (QA/QC) activities. The scope of this task assumes a 10-month project schedule.

Subtask 11.1 – Prepare Project Work Plan and Conduct Kickoff Meeting. The CONSULTANT will prepare a project work plan for distribution to CONSULTANT and CITY project team members. The work plan will include the project scope, schedule, and deliverables; identify team member roles, responsibilities, and lines of communication; and list the members of the project user groups and Technical Review Committee with addresses, telephone numbers, and email addresses. The CONSULTANT will conduct a project kickoff meeting with CITY staff to review the draft work plan. The final work plan will be distributed to team members following the kickoff meeting. Updates to the schedule and revisions to the work plan will be provided to team members during the course of the project.

Work Product: *Project Work Plan, kickoff meeting agenda and minutes.*

Subtask 11.2 – Project Monitoring, Administration, and Status Reporting. The CONSULTANT will establish internal project controls to monitor project status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed weekly. The CONSULTANT will prepare monthly status reports within 5 working days after the close of the CONSULTANT's accounting month. The status reports will describe the work completed during the previous month, anticipated work for the following month, current budget and schedule status, and project issues requiring discussion or resolution. This subtask also includes preparation of monthly invoices to the CITY and execution and administration of sub consultant contracts.

Work Product: *Budget and schedule updates and monthly invoices.*

Subtask 11.3 – Project Status Meetings. The CONSULTANT will meet with CITY staff on the average of once every month to review project status and discuss project issues. Informal meeting minutes (bulleted format) will be prepared to document key decisions. A total of 9 project status meetings over the duration of the project are assumed.

Work Product: *Monthly meeting minutes.*

Subtask 11.4 – Project QA/QC Activities. The CONSULTANT will form an internal technical review committee (TRC) composed of 2 to 3 senior level engineers experienced in sewer master planning, modeling and design. The TRC will perform internal QA/QC activities to review project deliverables, and perform checks of engineering calculations and cost estimates throughout development of the Master Plan Update. The technical review team will meet formally two times. The first meeting will take place just before modeling commences. The second meeting will take place before the Workshop in Subtask 9.4.

Work Product: *Minutes of technical review meeting .*

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

- 200.1** For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.
- 200.1.1** The Work Product specified under each task in the Scope of Work shall be the deliverables for this project.
- 200.2** All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.
- 200.3** It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.4 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

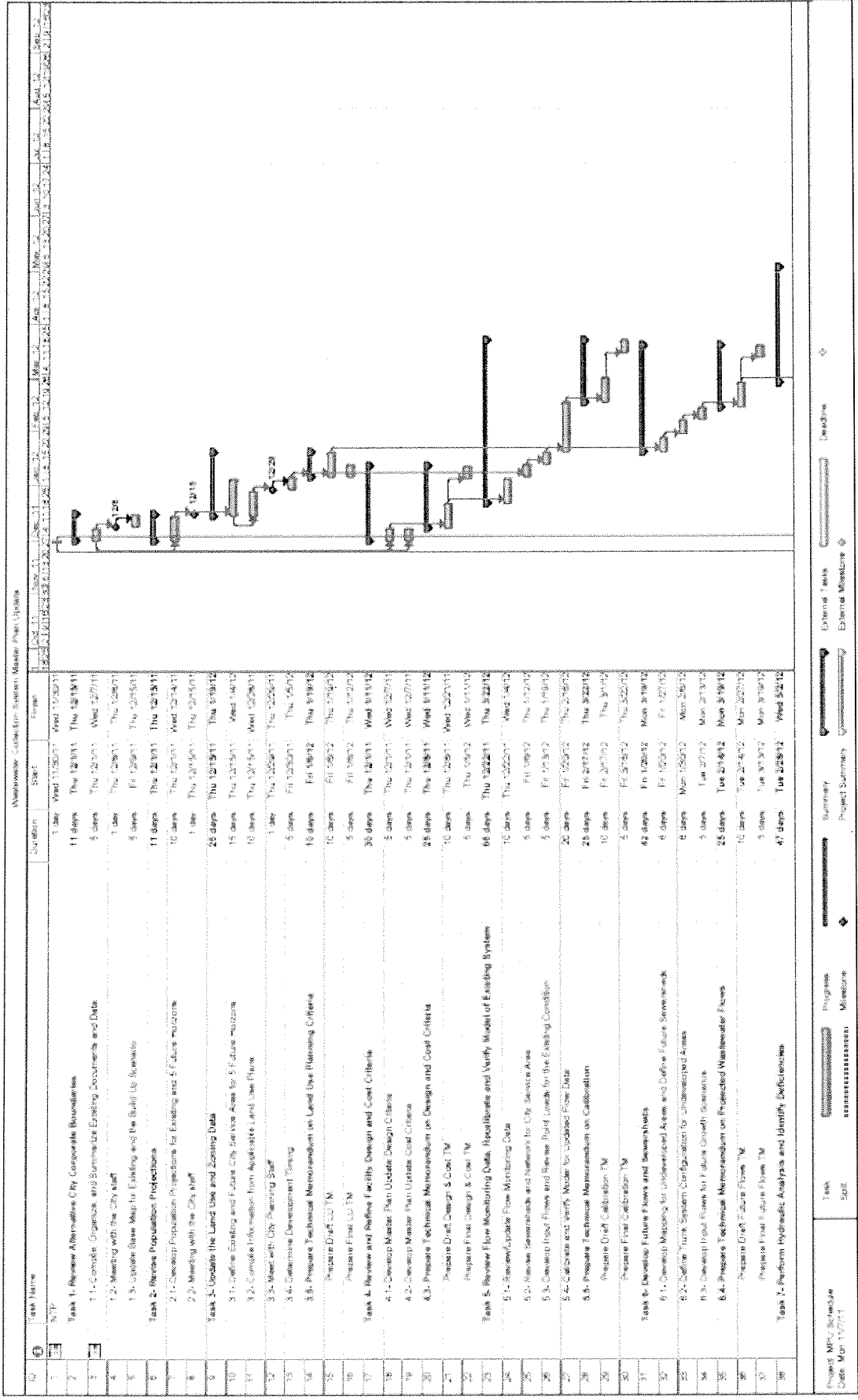
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

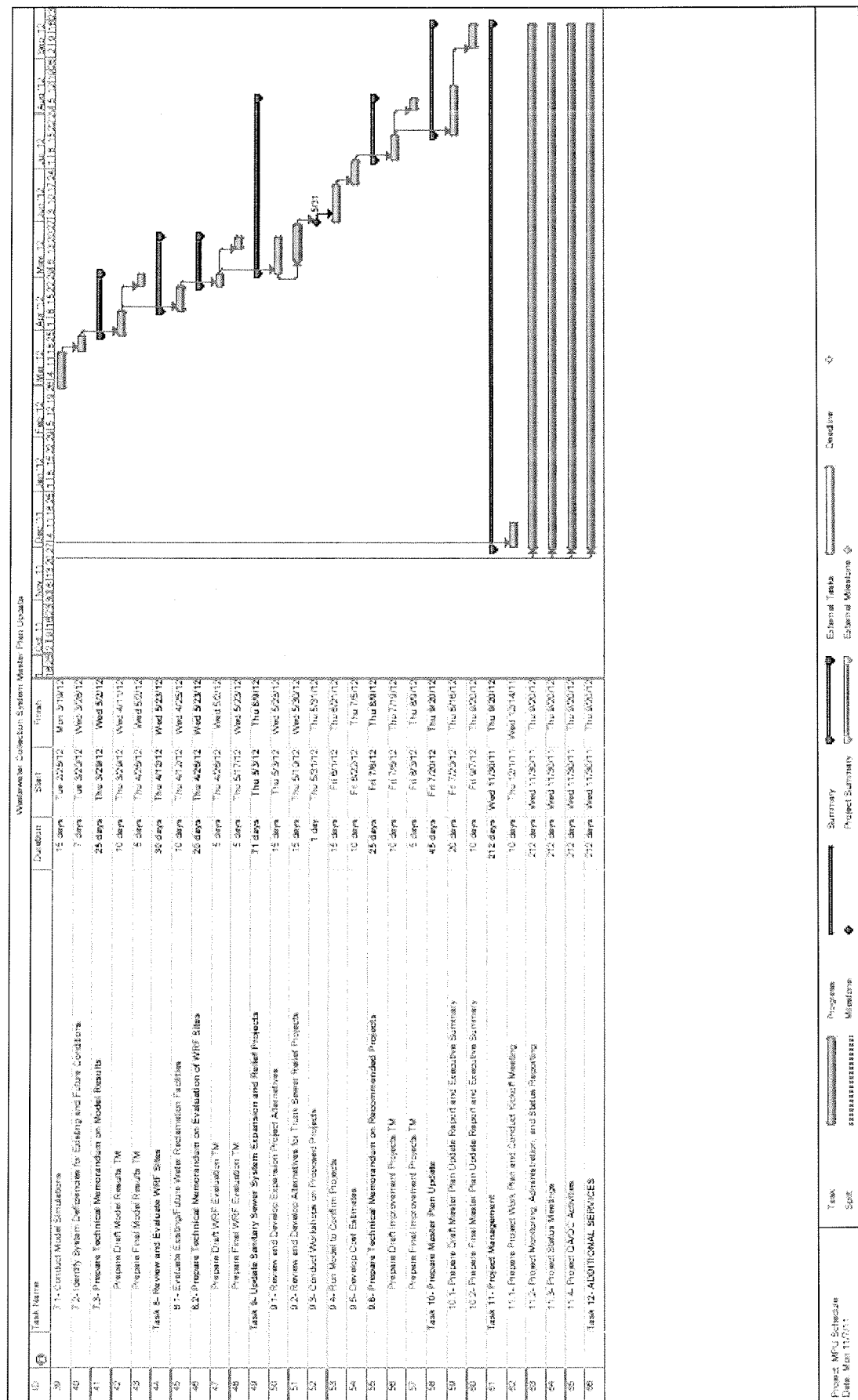
A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"





END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

	TASK DESCRIPTION	Principal Engineer II	Principal Engineer I (PM)	Supervising Engineer	Senior Engineer	Engineer	Clerical / Admin.	SUB CONST	Other Direct Charges (ODC's)	TOTAL COST
	HOURLY RATE	\$220	\$220	\$210	\$190	\$175	\$145	\$105		
1.0	Review Alternative City Corporate Boundaries	\$0	\$1,320	\$2,100	\$2,280	\$4,900	\$2,900	\$0	\$500	\$14,420
1.1	Compile, Organize, and Summarize Existing Documents and Data	\$0	\$440	\$840	\$760	\$2,100	\$1,450	\$0	\$200	\$6,210
1.2	Meet with the City Staff	\$0	\$440	\$840	\$760	\$1,050	\$870	\$0	\$0	\$3,960
1.3	Update Base Map for Existing and the Build Up Scenario	\$0	\$440	\$420	\$760	\$1,750	\$580	\$0	\$300	\$4,250
2.0	Revise Population Projections	\$0	\$440	\$3,360	\$1,900	\$8,750	\$2,320	\$0	\$0	\$16,770
2.1	Develop Population Projections for 5 Future Horizons	\$0	\$0	\$1,680	\$1,900	\$7,000	\$2,320	\$0	\$0	\$12,900
2.2	Meeting with the City staff	\$0	\$440	\$1,680	\$0	\$1,750	\$0	\$0	\$0	\$3,870
3.0	Update the Land Use and Zoning Data	\$0	\$6,160	\$5,880	\$9,880	\$9,800	\$6,960	\$0	\$520	\$39,200
3.1	Define Existing and Future City Service Area for 5 Future Horizons	\$0	\$880	\$1,680	\$0	\$700	\$580	\$0	\$0	\$3,840
3.2	Compile Information from Applicable Land Use Plans	\$0	\$880	\$0	\$3,040	\$2,100	\$1,740	\$0	\$0	\$7,760
3.3	Meet with City Planning Staff	\$0	\$880	\$2,520	\$0	\$0	\$0	\$0	\$0	\$3,400
3.5	Determine Development Timing	\$0	\$1,760	\$0	\$3,040	\$3,500	\$2,900	\$0	\$0	\$11,200
3.6	Prepare Technical Memorandum on Land Use Planning Criteria	\$0	\$1,760	\$1,680	\$3,800	\$3,500	\$1,740	\$0	\$520	\$13,000
4.0	Review and Refine Facility Design and Cost Criteria	\$0	\$1,760	\$1,680	\$0	\$8,400	\$6,380	\$0	\$500	\$18,720
4.1	Develop Master Plan Update Design Criteria	\$0	\$440	\$420	\$0	\$2,800	\$2,030	\$0	\$0	\$5,690
4.2	Develop Master Plan Update Cost Criteria	\$0	\$440	\$420	\$0	\$2,800	\$2,030	\$0	\$0	\$5,690
4.3	Prepare Technical Memorandum on Design and Cost Criteria	\$0	\$880	\$840	\$0	\$2,800	\$2,320	\$0	\$500	\$7,340
5.0	Review Flow Monitoring Data, Recalibrate and Verify Model of Existing System	\$0	\$0	\$5,040	\$9,880	\$39,200	\$20,300	\$0	\$5,020	\$79,440
5.1	Review/Update Flow Monitoring Data	\$0	\$0	\$840	\$1,520	\$7,000	\$2,900	\$0	\$0	\$12,260
5.2	Revise Sewersheds and Network for City Service Area	\$0	\$0	\$840	\$1,520	\$7,000	\$2,900	\$0	\$3,000	\$15,260
5.3	Develop Input Flows and Revise Point Loads for the Existing Condition.	\$0	\$0	\$840	\$760	\$7,000	\$2,900	\$0	\$0	\$11,500
5.4	Calibrate and Verify Model for Updated Flow Data	\$0	\$0	\$1,680	\$4,560	\$14,000	\$5,800	\$0	\$1,500	\$27,540
5.5	Prepare Technical Memorandum on Calibration	\$0	\$0	\$840	\$1,520	\$4,200	\$5,800	\$0	\$520	\$12,880

6.0	Develop Future Flows and Sewersheds	\$0	\$7,040	\$840	\$2,280	\$19,250	\$16,820	\$0	\$0	\$520	\$46,750
6.1	Develop Mapping for Undeveloped Areas and Define Future Sewersheds	\$0	\$1,760	\$0	\$0	\$4,200	\$2,900	\$0	\$0	\$0	\$8,860
6.2	Define Trunk System Configuration for Undeveloped Areas	\$0	\$1,760	\$0	\$0	\$9,100	\$7,830	\$0	\$0	\$0	\$18,690
6.3	Develop Input Flows for Future Growth Scenarios	\$0	\$1,760	\$0	\$1,520	\$3,150	\$2,610	\$0	\$0	\$0	\$9,040
6.4	Prepare Technical Memorandum on Projected Wastewater Flows	\$0	\$1,760	\$840	\$760	\$2,800	\$3,480	\$0	\$0	\$520	\$10,160
7.0	Perform Hydraulic Analysis and Identify Deficiencies	\$0	\$1,760	\$840	\$9,880	\$10,500	\$8,410	\$0	\$0	\$520	\$31,910
7.1	Conduct Model Simulations	\$0	\$0	\$0	\$3,800	\$3,500	\$1,450	\$0	\$0	\$0	\$8,750
7.2	Identify System Deficiencies for Existing and Future Conditions	\$0	\$880	\$0	\$4,560	\$5,600	\$4,640	\$0	\$0	\$0	\$15,680
7.3	Prepare Technical Memorandum on Model Results	\$0	\$880	\$840	\$1,520	\$1,400	\$2,320	\$0	\$0	\$520	\$7,480
8.0	Review and Evaluate Desert Breeze WRC Flow Tradeoff with Durango Hills WRC	\$0	\$1,320	\$2,520	\$1,140	\$8,400	\$3,480	\$0	\$0	\$520	\$17,380
8.1	Evaluate Existing/Future Water Reclamation Facilities	\$0	\$440	\$1,260	\$380	\$4,200	\$1,160	\$0	\$0	\$0	\$7,440
8.2	Prepare Technical Memorandum on Evaluation of WRF Sites	\$0	\$880	\$1,260	\$760	\$4,200	\$2,320	\$0	\$0	\$520	\$9,940
9.0	Update Sanitary Sewer System Expansion and Relief Projects	\$0	\$20,240	\$22,680	\$44,840	\$88,550	\$53,940	\$0	\$0	\$5,990	\$236,240
9.1	Review and Develop Expansion Project Alternatives	\$0	\$5,280	\$4,200	\$9,500	\$21,000	\$13,050	\$0	\$0	\$0	\$53,030
9.2	Review and Develop Alternatives for Trunk Sewer Relief Projects	\$0	\$5,280	\$4,200	\$13,300	\$21,000	\$10,150	\$0	\$0	\$0	\$53,930
9.3	Conduct Workshops on Proposed Projects	\$0	\$1,760	\$3,360	\$4,560	\$4,200	\$3,480	\$0	\$0	\$5,530	\$22,890
9.4	Run Model to Confirm Projects	\$0	\$3,520	\$0	\$7,600	\$24,500	\$17,400	\$0	\$0	\$0	\$53,020
9.5	Develop Cost Estimates	\$0	\$1,760	\$6,720	\$6,080	\$5,600	\$1,160	\$0	\$0	\$0	\$21,320
9.6	Prepare Technical Memorandum on Recommended Projects	\$0	\$2,640	\$4,200	\$3,800	\$12,250	\$8,700	\$0	\$0	\$460	\$32,050
10.0	Prepare Master Plan Update	\$0	\$2,640	\$8,400	\$22,800	\$8,400	\$6,960	\$7,980	\$0	\$4,600	\$61,780
10.1	Prepare Draft Master Plan Update Report and Executive Summary	\$0	\$1,760	\$5,040	\$15,200	\$5,600	\$4,640	\$5,040	\$0	\$1,600	\$38,880
10.2	Prepare Final Master Plan Update Report and Executive Summary	\$0	\$880	\$3,360	\$7,600	\$2,800	\$2,320	\$2,940	\$0	\$3,000	\$22,900
11.0	Project Management	\$22,440	\$13,200	\$88,200	\$0	\$27,300	\$5,800	\$25,830	\$0	\$19,930	\$202,700
11.1	Prepare Project Work Plan and Conduct Kickoff Meeting	\$0	\$0	\$12,600	\$0	\$10,500	\$0	\$630	\$0	\$5,530	\$29,260
11.2	Project Monitoring, Administration, and Status Reporting	\$0	\$0	\$50,400	\$0	\$0	\$0	\$21,000	\$0	\$0	\$71,400
11.3	Project Status Meetings	\$0	\$4,400	\$12,600	\$0	\$7,000	\$5,800	\$3,360	\$0	\$8,020	\$41,180
11.4	Project QA/QC Activities	\$22,440	\$8,800	\$12,600	\$0	\$9,800	\$0	\$840	\$0	\$6,380	\$60,860
	Basic Services Total	\$22,440	\$55,880	\$141,540	\$104,880	\$233,450	\$134,270	\$34,230	\$0	\$38,620	\$765,310

12.0	ADDITIONAL SERVICES	\$2,244	\$5,588	\$16,254	\$10,488	\$24,045	\$13,427	\$3,423	\$25,000	\$12,161	\$112,630
12.1	Elevation Surveying	\$0	\$0	\$420	\$0	\$350	\$0	\$0	\$5,000	\$0	\$5,770
12.2	Flow Monitors	\$0	\$0	\$420	\$0	\$350	\$0	\$0	\$20,000	\$0	\$20,770
12.3	Meetings	\$0	\$0	\$2,520	\$0	\$2,100	\$0	\$0	\$0	\$470	\$5,090
12.4	Assist in Model Upgrade	\$0	\$440	\$1,680	\$2,280	\$2,800	\$1,740	\$0	\$0	\$1,060	\$10,000
12.5	Assist in City Council Presentation	\$0	\$440	\$2,520	\$0	\$2,100	\$0	\$0	\$0	\$940	\$6,000
12.6	Miscellaneous Tasks	\$2,244	\$4,708	\$8,694	\$8,208	\$16,345	\$11,687	\$3,423	\$0	\$9,691	\$65,000
	Grand Total	\$24,684	\$61,468	\$157,794	\$115,368	\$257,495	\$147,697	\$37,653	\$25,000	\$50,781	\$877,940

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

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

- 12.1 Elevation Surveying
- 12.2 Flow Monitors
- 12.3 Meetings
- 12.4 Assist in Model Upgrade
- 12.5 Assist in City Council Presentation
- 12.6 Miscellaneous Tasks

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$112,630	

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	\$0.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

- 500.1** The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal Engineer II	\$220	Per Hour
Principal Engineer I	\$210	Per Hour
Supervising Engineer	\$190	Per Hour
Senior Engineer	\$175	Per Hour
Engineer	\$145	Per Hour
Clerical	\$105	Per Hour

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Tim Parks, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Margaret M. Regan, P.E.

601.1.2 PROJECT ENGINEER/LEAD MODELER: Raniah Ziadah

601.1.3 RESPONSIBLE IN CHARGE PERSON

List name of individual Architect, individual Engineer, or Contractor company name as licensed:

Margaret M. Regan, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER

List Architect, Engineer, or Contractor license number:

Civil Engineer, 020458

END OF EXHIBIT "F"

EXHIBIT "G"

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
	MWH Americas, Inc.
Name	3010 W Charleston Blvd, Las Vegas, NV 89102
Address	702-878-8010
Telephone	869237024
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: Master Plan Update	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation



Report Name : Management Structure

Filtered By : --

Exported By : Cathy Dela Zerda

Exported On : 11/28/2011

Entity Name: MWH Americas, Inc.

Name	Title	Business Address	Business Phone
Adams, Joseph D. Jr.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Bell, Rex A	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Howard, Bruce K.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Krause, Alan J.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
McConville, Daniel	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Uhler, Robert B.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Krause, Alan J.	Chairman	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Uhler, Robert B.	Chief Executive Officer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
McConville, Daniel	President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Bassett, Donal J	Senior Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Bell, Rex A	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Carter, Edward F	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Coon, Jeffrey L	Senior Vice President	11153 Aurora Avenue Des Moines, Iowa 50322	515-253-0830
Finis, Mario	Senior Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Harris, Kate C	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Hartley, Raymond G	Senior Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
Holland, Fay L	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Howard, Bruce K.	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Kahr, Christine A	Senior Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Lindell, James E	Senior Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Senon, Constantino M	Senior Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Tarbox, Glenn S	Senior Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Tekippe, Rudy J	Senior Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Barnes, David G.	Chief Financial Officer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900

Skinner, John T	Treasurer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Payne, Thomas G	Assistant Treasurer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Blackwell, Donald K.	Assistant Secretary	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Adcock, James	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Ahrens, Dennis C	Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Aiken, Harold V	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Alexieva, Tatyana	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Al-Hassan, Sumani	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Alvoeiro, Jose	Vice President	MWH Peru S.A. Av. Conquistadores 626-638 San Isidro, Lima, Peru	511-700-3200
Andracheck, Richard G	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Arnold, Terrence E	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Atanassov, Kris S	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Atkinson, Janet L	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Austin, Roger J	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Baar, David A	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Bailey, Lawrence O. Jr.	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Barrie, Richard E.	Vice President	175 W Jackson Blvd, #1900 Chicago, IL 60604	312-831-3000
Bartos, Christopher R	Vice President	1035 Santa Barbara St, #8 Santa Barbara, CA 93101	805-560-8100
Bell, Dean P	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Bhamrah, Ajit S	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Blaszczyk, Paul R	Vice President	175 W Jackson Blvd, #1900 Chicago, IL 60604	312-831-3000
Bluestone, Simon	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Bock, Clayton	Vice President	175 W Jackson Blvd, #1900 Chicago, IL 60604	312-831-3000
Boehnke, Tom L	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Borchardt, James H	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Bowman, Marc E	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Broderick, Brian C	Vice President	11153 Aurora Avenue Des Moines, Iowa 50322	515-253-0830
Bromley, Charles O	Vice President	3010 W Charleston Blvd, #100 Las Vegas, NV 89102	702-878-8010
Broussard, Brian D	Vice President	5100 Westheimer, Ste 580 Houston, TX 77056	713-403-1600

Brown, Christopher C	Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Brown, Marc M	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Bruen, Michael P	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Bullock, David W.	Vice President	5100 Westheimer, Ste 580 Houston, TX 77056	713-403-1600
Butler, William H	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Buttz, John A	Vice President	Terriers House 201 Amersham Road, High Wycombe - HP13 5AJ - UK	44-1494-526240
Cardoch, Lynette C.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Carthew, Geoffrey A	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Casado, Luis S	Vice President	2937 SW 27th Ave, Ste 107 Miami, FL 33133	786-313-5505
Casarez, Kristie L	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Casias, Joseph A	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Cass, Ronald M	Vice President	Level 21, 28 Freshwater Pl Southbank, Melbourne, Victoria 3006	61-3-8855-6000
Choudry, Tauseef I	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Collyard, Cynthia S	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Cook, Janell	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Cooke, Eoin	Vice President	Suite 1580, One Bental Centre 505 Burrard St, Box 17 Vancouver, British Columbia V7X 1M5	604-648-6161
Cooley, Paul E	Vice President	1990 MacArthur Blvd, #250 Irvine, CA 92612	949-328-2400
Cooley, Robert V	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Cruice, Kevin P	Vice President	1340 Poydras St, #1420 New Orleans, LA 70112	504-581-6900
Cryer, Edwin T	Vice President	671 E Riverpark Lane, #200 Boise, ID 83706	208-345-5865
Decker, Christian W	Vice President	MWH Arabtech Jardaneh Bldg #8, 7th Circle - Al Tabasheer St. 3, Amman, Jordan 11191	962-6-586-1074
DeDen, F. Michael	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Dell, Rodney K	Vice President	Level 2 39-41 Chandos St, St Leonards, Sydney, NSW- 2065, Australia	61-2-9493-9700
Dickson, Peter A	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Djavid, Mohammad	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000

Dolak, Ivan	Vice President	Al-Masrouji Bldg, 3rd Floor Ramallah, West Bank, Palestine	972-2-240-7430
Dorratcague, Dennis E	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Dunham, Harry E	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Duque, John H	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Eaton, Andrew D	Vice President	750 Royal Oaks, Suite 100 Monrovia, CA 91016	626-386-1100
Edmonds, Rodney L.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Ellerbroek, David A	Vice President	1475 Pine Grove Rd, # 109 Steamboat Springs, CO 80487	970-879-6260
Emerson, Benjamin	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Erpenbeck, Donald A	Vice President	789 North Water St, #430 Milwaukee, WI 53202	414-615-1960
Fahey, Janet	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Fasold, Brian H	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Fouser, John D	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Frank, Richard A	Vice President	3010 W Charleston Blvd, #100 Las Vegas, NV 89102	702-878-8010
Franklin, Terence E	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3737
Frissora, Joseph	Vice President	250 Pehle Ave, Suite 408 Saddle Brook, NJ 07663	201-845-0470
Gilbert, Kirby	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Grant, Glen A	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Hachenburg, Becky J.	Vice President	100 S. Dixie Highway, #300 West Palm Beach, FL 33401	561-650-0070
Hambrick, Dixie Ann	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Hamid, Akhtar	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Harris, Craig W	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Harris, Victor E	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Harrison, David S	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Hartel, Patrick G	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Hayes, Stanley J	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Hedien, Jason E	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000

Hillebrenner, Gregory A	Vice President	S.A. Edificio Plaza Banco General, Piso 18 Calle Aquilino de la Guardia y Calle 50 Apartado Postal 0819-06569	507-269-0592
Hinman, Steven N	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Hodgson, Kathleen M	Vice President	Level 2 39-41 Chandos St, St Leonards, Sydney, NSW-2065, Australia	61-2-9493-9700
Hoornaert, Gary M	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Hoskins, Kevin M	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Hron, Jaroslav J	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Hrusovsky, Robert R	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Humphrey, Glenn R	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Hunter, Robert	Vice President	3157 Royal Drive, Suite 250 Alpharetta, GA 30022	678-327-2929
Hutchinson, Raymond E	Vice President	3157 Royal Drive, Suite 250 Alpharetta, GA 30022	678-327-2929
Hyland, Steven J	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Israelsen, Ronald E	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Jacangelo, Joseph G	Vice President	40814 Stoneburner Mill Lane Lovettsville, VA 20180	540-822-2245
Johnson, Thomas (Joe) J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Joyce II, George P	Vice President	100 N Ashley Dr, Ste 1000 Tampa, FL 33602	813-221-1981
Kane, Donald A	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Kastner, Erich	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Kerr, Andrew V	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Kesler-Arnold, Kimberly A	Vice President	35055 W. Twelve Mile Rd Farmington Hills, MI 48331	248-522-8333
Kinser, Karla J	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Kocian, Gene J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Konstantellos, Christ	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Kvasnicka, Kenneth W	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Lee, Howard E	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Lewis, Richard B	Vice President	14311 Metropolis Ave, #101 Fort Myers, FL 33912	239-236-0011
Lewis, Richard S Jr.	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Liming, Brian D	Vice President	671 E Riverpark Lane, #200 Boise, ID 83706	208-345-5865

Llort, Gabriel J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Marshall, Allan	Vice President	Delftechpark 9 Delft, Netherlands 2628XJ	31-15-751-23-00
Matus, Zbigniew R.	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Mazhar, Farrukh M.	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
McCavitt, Geoffrey F	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
McHie, William F	Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
McLamarrah, Jane A	Vice President	6000 Fairview Road, Ste 1200 Charlotte, NC 28210	704-552-3884
Miller, Kristen M	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Minnick, Eugene W.	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Moser, Mark S	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Moser, William H	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Musgrave, Michael D	Vice President	201 North Illinois St Indianapolis, IN 46204	317-327-2259
Nazeer, Khalid	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Nelson, Mark R	Vice President	7557 Rambler Rd, Ste 440 Dallas, TX 75231	214-360-9929
Nelson, Stuart A.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Newbery, Michael J	Vice President	S.A. Edificio Plaza Banco General, Piso 18 Calle Aquilino de la Guardia y Calle 50 Apartado Postal 0819-06569	507-269-0592
Nielsen, Cynthia L	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Nolan, Susan N	Vice President	1340 Poydras St, #1420 New Orleans, LA 70112	504-581-6900
Novak, Julie W.	Vice President	200 Lindenwood Dr, #100 Malvern, PA 19355	610-993-0800
Obermeyer, James R	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Okusu, Nora M	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Olsen, Hhan	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Oppenheimer, Joan N	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Ottsen, Christopher E	Vice President	S.A. Edificio Plaza Banco General, Piso 18 Calle Aquilino de la Guardia y Calle 50 Apartado Postal 0819-06569	507-269-0592
Pansic, Nicholas	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Parent, Robert A	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900

Patel, Gary C	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Paulson, Edwin "Chip"	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Pena, Jerry Jr.	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Peoples, Nathan W.	Vice President	7237 Church Ranch Blvd Westminister, CO 80021	303-385-5500
Peters, Daniel B	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Peterson, Lori A	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Petrik, Bruce A	Vice President	Level 2, Bldg C, Millennium Centre 600 Great South Road Greenlane, P.O. Box 12 941 Penrose, Auckland, NZ	64-9-580-4500
Phillips, Bruce A	Vice President	9505 W. Mary Ingles Hwy Foster, KY 41043	513-593-0189
Pickens, William E	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Pintabona, Robert	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Pisano, William C	Vice President	671 E Riverpark Lane, #200 Boise, ID 83706	208-345-5865
Plecker, Richard D	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Plested, Mark L	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Postma, Stanley S	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Price, Michael L	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Raines, Gregory L	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Rappold, Frederick A	Vice President	200 Lindenwood Dr, #100 Malvern, PA 19355	610-993-0800
Reed, Douglas A	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Rephlo, Lisa M	Vice President	3665 JFK Pkwy, Bldg 1, #200 Fort Collins, CO 80525	970-377-9410
Richardson, Randy	Vice President	6940 14th Avenue Edmonds Annex Bldg W1 Burnaby, British Columbia V3N 1Y9	303-763-0493
Ringel, David	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Robinson, John	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Rogers, Michael F	Vice President	6940 14th Avenue Edmonds Annex Bldg W1 Burnaby, British Columbia V3N 1Y9	303-763-0493
Rossetti, David J	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Saade, Michael J	Vice President	44 Montgomery St, Ste 1400 San Francisco, CA 94104	415-430-1800
Sadden, Brian	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900

Sanchez, Corey R.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Sardie, Julie A	Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
Schers, Gerardus J	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Schillaci, Joseph A	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Schlicher, Ron J	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Scott, John D	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Scott, Mark	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3751
Searles, Sean Patrick	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Sehgal, Chander K	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Sellen, Richard A	Vice President	200 Lindenwood Dr, #100 Malvern, PA 19355	610-993-0800
Shively, Kari	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Shuster, Sandra L.	Vice President	1717 Pennsylvania Ave NW Washington, DC 20006	202-223-1733
Sin, Yung-Hsin	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Smith, Emmitt G	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Smith, Philip	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Snow, J. R. (Russ)	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3751
Stahl, James F	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Stephenson, Roger V	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Strachan, Clinton L	Vice President	3665 JFK Pkwy, Bldg 1, #200 Fort Collins, CO 80525	970-377-9410
Swanson, William R	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Tam, Frank P	Vice President	806 SW Broadway, Ste 200 Portland, OR 97205	503-226-7377
Taplin, William A	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Targett, John F	Vice President	MWH Peru S.A. Av. Conquistadores 626-638 San Isidro, Lima, Peru	511-700-3200
Tate, Gregory L	Vice President	100 N Ashley Dr, Ste 1000 Tampa, FL 33602	813-221-1981
Taylor, Stephen J	Vice President	4820 South Mill Ave, Ste 104 Tempe, AZ 85282	480-755-8201
Teoh, Choo B	Vice President	789 North Water St, #430 Milwaukee, WI 53202	414-615-1960
Thompson, A. Robert	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Thompson, David P	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900

Travers, Matthew D	Vice President	12 Fransworth St, 2nd Fl Boston, MA 02210	617-314-7100
Trouille, Bruno	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Umphres, Margaret B	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Vagt, Peter J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
VanDerveer, William	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3751
Velon, John P	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Visconti, John A. Jr.	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Waller, Philip L	Vice President	100 N Ashley Dr, Ste 1000 Tampa, FL 33602	813-221-1981
Walsh, Donald A	Vice President	35055 W. Twelve Mile Rd Farmington Hills, MI 48331	248-522-8333
Watson, Andrew H	Vice President	MWH Peru S.A. Av. Conquistadores 626-638 San Isidro, Lima, Peru	511-700-3200
Watson, Mike B	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Watt, Ralph L	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Weber, Steven P.	Vice President	3010 W Charleston Blvd, #100 Las Vegas, NV 89102	702-878-8010
West, Calvin E	Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Wilcox, Craig J	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Wilcoxson, David R	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Wilson, Ed	Vice President	750 Royal Oaks, Suite 100 Monrovia, CA 91016	626-386-1100
Winstead, Huron F	Vice President	6000 Fairview Road, Ste 1200 Charlotte, NC 28210	704-552-3884
Witnik, James A	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Wolfe, Timothy A	Vice President	1801 Watermark Dr, Ste 220 Columbus, OH 43215	614-324-2220
Woodhouse, Robert A.	Vice President	44 Montgomery St, Ste 1400 San Francisco, CA 94104	415-430-1800
Yaussi, Louis A	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Young, R. Christopher	Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
Yurick, Robert C	Vice President	1717 Pennsylvania Ave NW Washington, DC 20006	202-223-1733
Zachman, Shawna K	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900

EXHIBIT "G"

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.



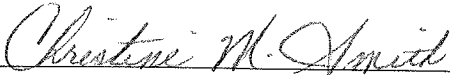
Steven P. Weber, PhD, Vice President

11.29.11

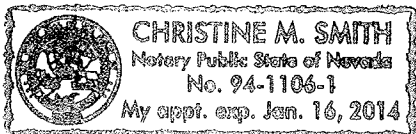
Date

Subscribed and sworn to before me this 29th day of

November, 20 11.



Notary Public



END OF EXHIBIT "G"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

For Possible Action - SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Charles Bernick, Term Expiration 1-5-2012

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Board is comprised of 9 members filling three-year terms, with at least two members over the age of 60. Appointees must represent specific categories: 2 members of Senior Organizations; 2 Senior Service Providers; 3 Private Citizens; and 2 Members of the Nevada State Bar. Unexpired portions of terms must be filled. Dr. Bernick, who serves in the Private Citizen category, was originally appointed on September 5, 2009, to fill the unexpired term of Ben Graham. Dr. Bernick is eligible and wishes to be reappointed. Sheri Cane-Vogel, Project Director of the Senior Citizens Law Project, recommends Dr. Bernick be reappointed to this seat.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Dr. Bernick OR appoint a new member to represent a Private Citizen seat

BACKUP DOCUMENTATION:

Current Listing and Authority

Senior Citizen Law Project Advisory Board

Name		Appointment Date	Expiration Date	Recommended By:
1	Denise Comastro Private Citizen Fills unexpired term of Sydelle MacKay	7 /20/2011 Reapp: N/A	11/1/2013	Parks, Recreation & Neighborhoods Srvs
2	Marguerite Mathis Member, Senior Organization Effective 4/18/2008	4 /2 /2008 Reapp: 4/6/2011	4/18/2014	Parks, Recreation & Neighborhood Srvs
3	Judge Douglas E. Smith Member, Nevada State Bar Effective 7/19/2007	6 /20/2007 Reapp: 7/7/2010	7/19/2013	Parks, Recreation & Neighborhoods Srvs
4	Charles Bernick Private Citizen Fills unexpired term of Ben Graham	8 /5 /2009 Reapp: N/A	1/5/2012	Parks, Recreation & Neighborhoods Srvs
5	Wendy Kraft Senior Services Provider Kraft Sussman Funeral Services	2 /16/2011 Reapp: N/A	2/16/2014	Parks, Recreation & Neighborhoods Srvs
6	Kathy McClain Senior Services Provider	9 /3 /2008 Reapp: 11/5/2008	11/18/2014 11/16/2011	Parks, Recreation & Neighborhoods Srvs

Name	Appointment Date	Expiration Date	Recommended By:
7 Jacqueline Ragin	2 /16/2011	2/16/2014	Parks, Recreation & Neighborhoods Srvs
Member, Senior Organization	Reapp: N/A		
8 Tracey Itts	8 /2 /2006	4/14/2012	Parks, Recreation & Neighborhoods Srvs
Member, Nevada State Bar	Reapp: 4/1/2009		
9 Albert O'Neal	6 /21/2006	7/7/2013	Parks, Recreation & Neighborhoods Srvs
Private Citizen	Reapp: 6/20/2007	7/7/2010	

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)

- 2 members to be members of senior organizations.
- 2 from senior service providers
- 3 private citizens
- 2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIREMENT

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m.
310 South 9th Street, 89101

DEPT. SUPPORT: Sheri Cane Vogel, Project Director, Senior Citizen Law Project

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK**DIRECTOR: BEVERLY K. BRIDGES**☐ Consent ☒ Discussion**SUBJECT:****BOARDS & COMMISSIONS:**

For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expires 1-7-2012; William McCurdy, Term Expires 1-21-2012

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

This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. There is no limit to the number of one-year terms which may be served and no City residency requirement. Mr. Irwin was originally appointed 8-1-2007 and Mr. McCurdy was originally appointed 1-4-2006. Both are eligible to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Mr. Irwin OR appoint a new member to fill the seat.
Reappoint Mr. McCurdy OR appoint a new member to fill the seat.

BACKUP DOCUMENTATION:**Current Listing and Authority**

**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ADVISORY
COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE**

<u>MEMBERS</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. WILLIAM McCURDY (Reese's Recommendation)	8-1-2007 (Reappt. 12-19-2007) (Reappt 1-23-2009) (Reappt 1-6-2010) (Reappt 1-5-2011)	1-21-2012
2. MEL IRWIN (Tarkanian's Recommendation)	1-04-2006 (Reappt. 12-20-2006) (Reappt. 12-19-2007) (Reappt. 1-7-2009) (Reappt. 12-16-2009) (Reappt 1-5-2011)	1-7-2012

AUTHORITY:	NRS 277A.340 (NRS Chapter 373 repealed 2009)
TERM:	1 year term Must fill unexpired terms No term limit
APPOINTED:	2 members appointed by the City Council
PURPOSE:	Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.
MEETINGS:	3 rd Thursday every other month at 3:00 P.M.
NOTES:	No City Residency Requirement No compensation, per diem, or travel expenses
CONTACTS:	Ted Olivas, Director, Administrative Services, City of Las Vegas Jacob Snow, General Manager, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

For Possible Action - PARK & RECREATION ADVISORY COMMISSION – Kyle Stephens,
Term Expiration 1-8-2012

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The term of office for Kyle Stephens will expire January 8, 2011. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Stephens was originally appointed to fill an unexpired term and reappointed on December 17, 2008. He does not wish to be reappointed. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:

Options are:

Appoint a new member to fill this seat

BACKUP DOCUMENTATION:

Current Listing and Authority

Parks and Recreation Advisory Commission

Name		Appointment Date	Expiration Date	Recommended By:
1	Adroushan (Andy) Armenian	6 /4 /2008 Reapp: 1/21/2009	2/5/2012	Council
2	Harry Lee	12/6 /2006 Reapp: 12/3/2008 11/16/2011	12/7/2014	Council
3	Michael R. Aker	10/4 /2006 Reapp: 11/15/2006 12/2/2009	12/12/2012	Council
4	Kyle Stephens	11/7 /2007 Reapp: 12/17/2008	1/8/2012	Council
5	Letia (Lee) M. Heenan	9 /1 /1974 Reapp: 12/15/1997 1/3/2001 12/16/2009	1/7/2013 1/7/2004 12/20/2006	Council
6	April Thomason	11/16/2011 Reapp:	12/3/2014	Council
7	David Alexander Lopez	1 /5 /2011 Reapp: N/A	1/6/2014	Council
8	Joseph R. Callo Jr.	11/2 /2011 Reapp: N/A	11/2/2014	Council
9	Malcolm D. White	11/7 /2001 Reapp: 4/7/2004 3/7/2007 3/17/2010	4/7/2013	Council
10	Lisa B. Sherman	4 /1 /1992 Reapp: 4/5/1995 3/23/1998 3/7/2001 3/17/2004 3/7/2007	4/1/2013	Council
11	Charles Foger	11/6 /2002 Reapp: 2/19/2003 3/1/2006 03/04/2009	3/24/2012	Council
12	Jerry Farler	7 /6 /2011 Reapp: N/A	7/6/2014	

Name	Appointment Date	Expiration Date	Recommended By:
13 Laurie R. Buchman	9 /17/2008 Reapp: 03/04/2009	3/24/2012	Council
14 William McCurdy	12/5 /2001 Reapp: 1/22/2003 1/18/2006 1/21/2009	2/20/2012	Council
15 William Teel	12/17/2008 Reapp:	12/17/2011	Council

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 400 Stewart Avenue, 1st Floor Conference Room

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2012-1 – Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will adopt an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. The development agreement was approved by the City Council on November 16, 2011. Adoption by means of ordinance is a formality required by State law.

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. 2012-1

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BILL NO. 2012-1
ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN AGREEMENT ENTITLED "FIRST AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT BETWEEN KAG PROPERTY, LLC," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross	Summary: Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road.
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THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain development agreement entitled "First Amendment and Restatement to the Development Agreement Between KAG Property, LLC," which was approved by the City Council on November 16, 2011, and which is on file with the City Clerk's Office, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: The development agreement adopted by Section 1 is intended to replace and supersede that certain development agreement entitled "Development Agreement Between City of Las Vegas and Kyle Acquisition Group, LLC," which was approved by the City Council on May 16, 2007, and thereafter adopted by Ordinance No. 5910.

SECTION 3: This Ordinance, as well as the development agreement adopted by Section 1, shall be recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____,
2012.

APPROVED:

By CAROLYN G. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-13-11
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the ____ day of _____, 2012, and referred to the following committee
3 composed of _____ and _____ for
4 recommendation; thereafter the said committee reported favorably on said ordinance on the
5 ____ day of _____, 2012, which was a _____ meeting of
6 said Council; that at said _____ meeting, the proposed ordinance was
7 read by title to the City Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

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APPROVED:

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By _____
CAROLYN G. GOODMAN, Mayor

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ATTEST:

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16 BEVERLY K. BRIDGES, MMC
City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2012-2 – Establishes the means of allowing the use “community garden” in certain residential, commercial and industrial zoning districts. (TXT-43411) Sponsored by:
Councilman Ricki Y. Barlow

Fiscal Impact

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No Impact

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Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will establish the means of allowing the use “community garden” in certain residential, commercial and industrial zoning districts. Allowing this use supports several Master Plan policies. It promotes healthy neighborhoods and helps to provide food security for low-income persons. The bill provides limitations and standards to ensure that the use can be operated in a manner compatible with surrounding uses.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2012-2

1 **BILL NO. 2012-2**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO ESTABLISH THE MEANS OF ALLOWING THE USE "COMMUNITY
4 GARDEN" IN CERTAIN RESIDENTIAL, COMMERCIAL AND INDUSTRIAL ZONING
DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Sponsored by: Councilman Ricki Y. Barlow

Summary: Establishes the means of allowing
the use "community garden" in certain
residential, commercial and industrial zoning
districts.

7
8 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
9 AS FOLLOWS:

10 SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section
11 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to
12 provide that the use "Community Garden" is a conditional use in all residential zoning districts listed
13 in Table 2, and is a permitted use in all commercial and industrial zoning districts listed in Table 2.
14 In order to reflect the amendment, Table 2 is amended by adding, at the appropriate location, an entry
15 for the use "Community Garden." In addition, Table 2 is amended by inserting the letter "C" in each
16 box representing the intersection of the row for the use "Community Garden" and the column for each
17 of the following districts: U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH. Finally, Table 2 is
18 amended by inserting the letter "P" in each box representing the intersection of the row for the use
19 "Community Garden" and the column for each of the following districts: P-O, O, C-1, C-2, C-M and
20 M.

21 SECTION 2: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of
22 Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Crop
23 Production" so that the Description of that use reads as follows:

24 **Description:** An area for raising or harvesting agricultural crops[.], generally operated on a large-
25 scale commercial basis with accompanying wholesale and retail sales. This use does not include either
26 a community garden or a garden that is incidental to a residential use and whose products are intended
27 for the use of those residing on the parcel.

28 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 "Garden

1 Supply/Plant Nursery” so that the Description of that use reads as follows:

2 **Description:** A facility, generally operated on a commercial basis, for the growing, display, or sale
3 of plant stock, seeds or other horticulture items. This use may include raising plants outdoors or in
4 greenhouses for sale either as food or for use in landscaping. The term does not include either a
5 community garden or a garden that is incidental to a residential use and whose products are intended
6 for the use of those residing on the parcel.

7 SECTION 4: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of
8 Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location,
9 a new entry for the use “Community Garden” to read as follows:

10 **Community Garden**

11 **Description:**

12 An area of land established and used for gardening by a community-based organization or other group
13 of people, with the intent of harvesting vegetables, fruits, flowers and herbs for personal consumption
14 or for sales or distribution to the community on a limited basis. The term does not include a garden
15 that is incidental to a residential use and whose products are intended for the use of those residing on
16 the parcel.

17 **Conditional Use Regulations:**

18 1. Except as otherwise permitted by the remaining Conditional Use Regulations, all structures
19 shall comply with the development standards applicable to the zoning district in which the use is
20 located.

21 2. In any residential zone:

22 a. Community garden structures may not exceed 12 feet in height.

23 b. Where a primary structure exists, community garden structures shall comply with the
24 applicable requirements of this Title for an accessory structure.

25 c. Where no primary structure exists, the cumulative gross floor area of all community
26 garden structures shall not exceed 1000 square feet or 10% of the lot size, whichever is less.

27 3. Any on-site sale or donation of products is limited to products grown on-site and may not take
28 place within a residential dwelling unit.

1 4. Any on-site sale or donation of products is limited to once per week and may take place only
2 between the hours of 7:00 a.m. to 7:00 p.m.

3 5. Any outgoing deliveries of garden products shall be limited to once per week.

4 6. No item of motorized garden equipment may exceed 25 horsepower.

5 7. No more than one identification sign is permitted and the area of the sign may not exceed 64
6 square inches.

7 8. All sales of products must comply with applicable provisions of LVMC Title 6 as well as other
8 applicable State and local laws and regulations.

9 9. If unpaved parking is utilized, a dust control permit approved by the Clark County Department
10 of Air Quality and Environmental Management must first be obtained.

11 **On-site Parking Requirements:** One space per delivery vehicle, if any.

12 SECTION 5: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of
13 Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Crop
14 Production" to read as follows:

15 **Crop Production.** An area for raising or harvesting agricultural crops[.], generally operated on a
16 large-scale commercial basis with accompanying wholesale and retail sales. The term does not
17 include either a community garden or a garden that is incidental to a residential use and whose
18 products are intended for the use of those residing on the parcel.

19 SECTION 6: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of
20 Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Garden
21 Supply/Plant Nursery" to read as follows:

22 **Garden Supply/Plant Nursery.** A facility, generally operated on a commercial basis, for the
23 growing, display, or sale of plant stock, seeds or other horticulture items. This use may include raising
24 plants outdoors or in greenhouses for sale either as food or for use in landscaping. The term does not
25 include either a community garden or a garden that is incidental to a residential use and whose
26 products are intended for the use of those residing on the parcel.

27 SECTION 7: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of
28 Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location,

1 the following term and its corresponding definition:

2 **Community Garden.** An area of land established and used for gardening by a community-based
3 organization or other group of people, with the intent of harvesting vegetables, fruits, flowers and
4 herbs for personal consumption or for sales or distribution to the community on a limited basis. The
5 term does not include a garden that is incidental to a residential use and whose products are intended
6 for the use of those residing on the parcel.

7 SECTION 8: The Department of Planning is authorized and directed to incorporate
8 into the Unified Development Code the amendments described in Sections 1 to 7, inclusive, of this
9 Ordinance.

10 SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or
11 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
12 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
13 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
14 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
15 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
16 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
17 invalid or ineffective.

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1 SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
3 1983 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

5 APPROVED:

6
7 By _____
CAROLYN G. GOODMAN, Mayor

8 ATTEST:

9 _____
BEVERLY K. BRIDGES, MMC
10 City Clerk

11 APPROVED AS TO FORM:

12 Val Steed 12-13-11
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2011, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2011, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____
9 VOTING "NAY": _____
10 ABSENT: _____

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APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2012-3 – Amends the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems. (TXT-42360)

Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will amend the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems. These uses currently are not specifically provided for in the Manual. This bill will allow them in specified Town Center Districts, subject to the standards set forth in Title 19 for those uses in other areas of the City.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2012-3

BILL NO. 2012-3

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ADJUST THE LAND USE TREATMENT OF PET BOARDING, SOLAR PANELS, AND SMALL WIND ENERGY SYSTEMS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.060(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 2: Table 1 (the Permitted Uses Matrix), as found at the end of Section B.2 of the Manual, is amended by adding, at the appropriate places, entries for three additional uses, as follows:

USES	GC	SC	UC	SX	MS	EC	L	ML	MLA	M	PF
Pet Boarding	C	C	C	S		C					
Small Wind Energy System	C	C	C	C	C	C	C	C	C	C	C
Solar Panel	C	C	C	C	C	C	C	C	C	C	C

SECTION 3: Section B.3.B of the Manual, pertaining to conditions applicable to Conditional Uses, is amended by adding three new entries, at the appropriate locations, reading respectively as follows:

PET BOARDING

- a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Pet Boarding" in LVMC Chapter 19.12.

SMALL WIND ENERGY SYSTEM

- a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Small Wind Energy System" in LVMC Chapter 19.12.

1 **SOLAR PANEL**

- 2 a. The use shall comply with all minimum conditions, standards and requirements
3 applicable to the use "Solar Panel" in LVMC Chapter 19.12.

4 SECTION 4: Section B.4.B of the Manual, pertaining to minimum requirements
5 applicable to Special Use Permits, is amended by adding, at the appropriate location, a new entry
6 reading as follows:

7 **PET BOARDING**

- 8 a. The use shall comply with all minimum conditions, standards and requirements
9 applicable to the use "Pet Boarding" in LVMC Chapter 19.12.

10 SECTION 5: The Department of Planning is authorized and directed to incorporate
11 into the Town Center Development Standards Manual the amendments made by this Ordinance,
12 including, as deemed necessary or appropriate, any rearrangement and renumbering of entries and any
13 parallel reference changes.

14 SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or
15 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
16 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
17 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
18 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
19 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
20 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
21 invalid or ineffective.

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SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

By CAROLYN G. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-13-11
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2012, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2012, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

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APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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:

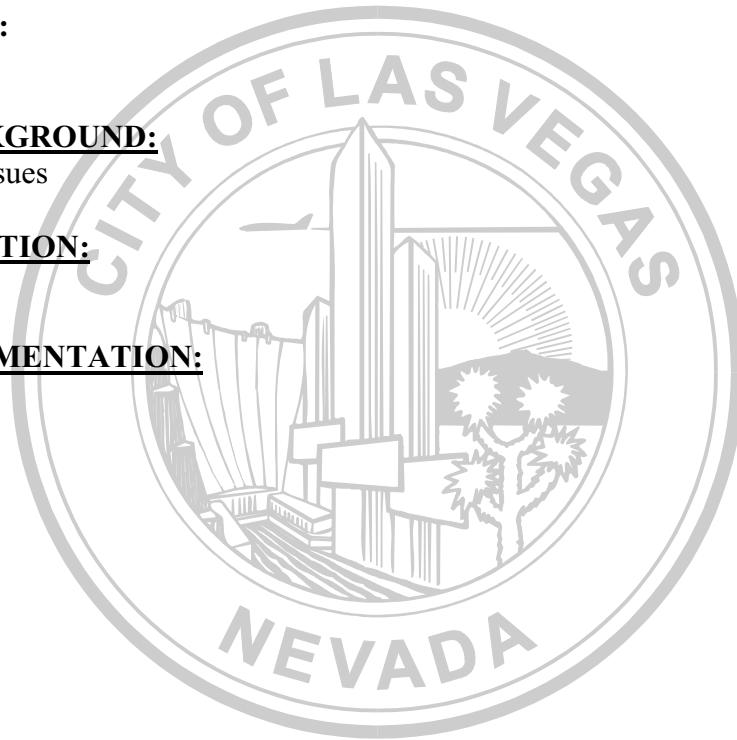
To discuss labor issues

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

None



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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 1300 Douglas Drive for fees in the amount of \$2,709.75 (General Fund) and assess a maximum of \$41,500 in daily civil penalties. PROPERTY OWNER: ROBER J SIBULKIN - Ward 1 (Tarkanian)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$2,709.75**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 board all open doors and windows, remove all trash and debris, remove all dead vegetation to include trees, remove all weeds, and apply herbicide. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$90,300.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$1,725 invoice for Blast Janitorial Services, \$258.75 administrative fee, \$726 in reinspection fees (including late fees), fee for a total of \$2,709.75 to be recorded immediately, and consider assessing a maximum of \$41,500 in daily civil penalties to be recorded on or after July 16, 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012

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 1300 Douglas Drive for fees in the amount of \$2,709.75 (General Fund) and assess a maximum of \$41,500 in daily civil penalties. PROPERTY OWNER: ROBERT J SIBULKIN – Ward 1 (Tarkanian)

Blast Janitorial Services completed work on October 6, 2011 at a cost of \$1,725; \$726 in reinspection fees (including late fees); \$258.75 administrative fee; for a total of \$2,709.75.

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.

1300 DOUGLAS DRIVE
CROSS STREETS - OAKLEY/VALLEY VIEW

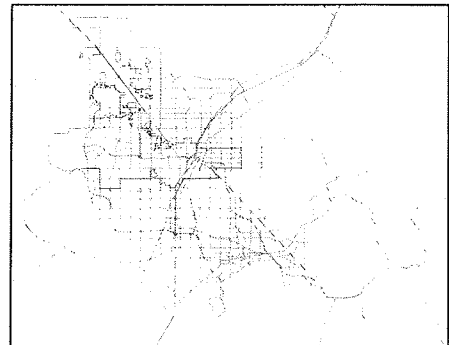
City of Las Vegas Vicinity Map



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



1300 DOUGLAS DRIVE
CROSS STREETS - OAKLEY/VALLEY VIEW

City of Las Vegas Vicinity Map



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 12, 2011
Re: Report of Expenses for the abatement of nuisance located at 1300 Douglas Drive - Ward 1 (Tarkanian)

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 boarding all open doors and windows, removing all trash and debris, removing all dead vegetation to include trees, bushes, plants, etc., removing all weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on October 6, 2011 at a cost of \$1,725.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	\$375.00
Remove all weeds and apply herbicide.	\$350.00
Remove all trash and debris.	\$400.00
Remove all dead vegetation to include trees, bushes, plants, etc.	\$600.00
AMOUNT DUE:	\$1,725.00
Administrative Processing Fee:	\$258.75
Sub-Total:	\$1,983.75
Reinspection Fees (w/late fees):	\$726.00
TOTAL AMOUNT DUE:	\$2,709.75
Daily Civil Penalties – 83 days @ \$500 a day (including penalty fees already assessed) July 16, 2011 to October 6, 2011	\$41,500.00
MAXIMUM TOTAL:	\$44,209.75
OWNER OF RECORD	ROBERT J. SIBULKIN
PROPERTY ABATED:	1300 Douglas Drive
	Las Vegas, NV 89102
ASSESSOR PARCEL:	162-05-215-046
LEGAL DESCRIPTION:	WESTLEIGH TRACT 4
	PLAT BOOK 3 PAGE 91
	LOT 1 BLOCK 13

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. <u>James A Wilson</u>	<u>4104 Nightingale St</u>	<u>702-808-1366</u>
2. <u>Rosemary S Wilson</u>	<u>4104 Nightingale St</u>	<u>702-878-0418</u>
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.

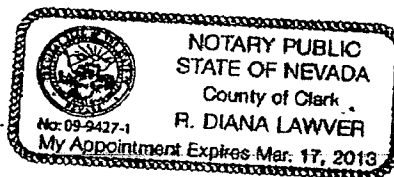
Blast Janitorial Services

By: James A Wilson ^{JA}

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.



[Signature]
Notary Public in and for Clark County,
State of Nevada



NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

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

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, JANUARY 4, 2012**, 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 **1300 Douglas Drive – Case No. 103237**. The Director of Building and Safety certifies that the sum of **\$2,709.75** was expended and Civil Penalties in the sum of **\$41,500.00** may be imposed for a total of **\$44,209.75**. Owner of record at time of abatement: **ROBERT J SIBULKIN – WARD 1 (TARKANIAN)**

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 # 103237

1300 DOUGLAS DR - Map # 02523-32 Parcel 16205215046

Owner Information:

SIBULKIN ROBERT J
1335 STRONG DR
LAS VEGAS, NV 89102-2160

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vagrants. No garage door.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 27, 2011

Ward: 1

Date Case Resolved: November 29, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>	<u>Comments</u>
AB-006: 16.08.010 UDB SEC 403			
6/28/11	OPEN	Structure	
			Secure all structures to City of Las Vegas specifications,.
AN-003: 9.04.010 (4) REFUSE & WASTE			
6/28/11	OPEN	All yards	
			Remove all trash and debris from all yards, to include any and all fallen tree branches, etc
AN-006: 9.04.010(7)(A) HIGH VEGETATION			
6/28/11	OPEN	All yards	
			Remove all high vegetation
AN-007: 9.04.010(7)(B) DEAD VEGETATION			
6/28/11	OPEN	All yards	
			Remove all dead trees, bushes, plants, etc

Chronology of Events:

June 28, 2011	Insp#: 1145005
	16) Vacant house, open at the garage, but does not appear to have access at this time into main structure. High weeds, dead vegetation, trash and debris, Issue Notice and Order, cb 7-5
June 29, 2011	RESEARCH
	16) Sewer shows Robert Sibulkin as owner Recorder shows notice of trustee sale from 10-07-2010.
June 29, 2011	NOTICE AND ORDER REQUEST
	16) Notice and Order processed and forwarded to 19 for review.
July 04, 2011	NOTICE AND ORDER ISSUED
July 06, 2011	ADMINISTRATIVE
	N&O sent. File given to #16 for posting.

July 06, 2011	Insp#: 1146384
	16) Posted notice on wall by front door. CB 7-18
July 18, 2011	Insp#: 1149190
	34) Garage open/accessible, door missing. Still high weeds, refuse/waste, & dead vegetation. Photos. \$120 fee.
July 19, 2011	BID REQUEST BY OFFICER
	34) Gave case to 19 to obtain bids. Requesting securing of structures, removal of weeds, removal of refuse/waste, removal of dead vegetation.
July 25, 2011	BID PREPERATION
	Bid prep.
July 25, 2011	BID REQUEST SENT
	RFQ sent to contractors. Bids due 8-1
August 02, 2011	BID RECEIVED
	Recorded & scanned bids received: 1)Blast=\$1725; 2)Weaver=\$1990
August 02, 2011	10 DAY NOTICE PROCESSING
	10 day sent. File given to #34 for posting.
August 02, 2011	ADMINSTRATIVE
	Bid approval given to #19.
August 02, 2011	PHONE CALL
	Hotline: vacant house with dead vegetation/high weeds.
August 02, 2011	10 DAY BEFORE ABATEMENT NOTICE
August 02, 2011	Insp#: 1152870
	34) Post 10 Day Notice Before Abatement. Structure still open/accessible, still high weeds, still refuse/waste, still dead vegetation. Photos. \$180 + \$150 fee. Call back 8-15.
August 15, 2011	Insp#: 1159770
	34) Structure still open/accessible, still high weeds, still refuse/waste, still dead vegetation. Photos. \$100 + \$300 fee.
August 16, 2011	RESEARCH
	34) No change to county assessor. No new recorded documents.
August 23, 2011	PROCEED WITH ABATEMENT
	34) Assigned & gave case to 19 to proceed with abatement.
August 31, 2011	REVIEW
	19) Approved to proceed with PO & Award of bid. File to JR
September 06, 2011	RESEARCH
	34) Checked MERS - no information found for current owner. No change to county assessor. No new recorded documents.
September 07, 2011	BID AWARDED TO CONTRACTOR
	Award letter sent to Blast. Pending start date.
September 13, 2011	Insp#: 1164890
	21)pre photos- high weeds,litter.
November 22, 2011	PHONE CALL
	Per James with Blast. Job is completed.

November 22, 2011 VIDEO REQUEST

After video request from #21

November 23, 2011 POST-ABATEMENT VIDEO

21)post photos - f drive working ppp

November 23, 2011 Insp#: 1176739

21)property secure..all doors and windows. all yards clean, free of debris weeds. close case.

November 29, 2011 ADMINISTRATIVE

Recorded & scanned invoice. File given to #19

Fees:

<u>Fee Name</u>	<u>Amount</u>	<u>Status</u>	<u>Fee Added</u>	<u>Fee Paid</u>
RESIDENTIAL INSPECTION FEE	\$120.00	U	07/18/2011	
FIRST RESIDENTIAL CIVIL PENALTY	\$150.00	U	08/02/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/02/2011	
SECOND RESIDENTIAL CIVIL PENALTY	\$300.00	U	08/15/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/15/2011	
LATE FEE	\$12.00	U	09/01/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	09/14/2011	
THIRD RESIDENTIAL CIVIL PENALTY	\$500.00	U	09/14/2011	
LATE FEE	\$18.00	U	09/16/2011	
NUISANCE ABATEMENT FEE	\$1,725.00	U	11/29/2011	
ADMINISTRATIVE	\$258.75	U	11/29/2011	
LATE FEE	\$18.00	U	12/07/2011	
LATE FEE	\$18.00	U	12/07/2011	

Total Amount Due: \$3,659.75

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
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1	NUISANCE	BLAST JANITORIAL	A	8/1/11
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Bid Amount: 1,725.00

Bid Award Date: 9/7/11

Contractor Start Date:

Description:

Board all open doors/windows. Remove weeds/refuse/waste/dead vegetation. Herbicide.

1	NUISANCE	WEAVER	NA	7/27/11
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Bid Amount: 1,990.00

Bid Award Date:

Contractor Start Date:

Description:

Board all open doors/windows. Remove weeds/refuse/waste/dead vegetation. Herbicide.

APN 162-05-215-046

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ROBERT J. SIBULKIN**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 162-05-215-046

Commonly known as: 1300 Douglas Drive

**Legal Description: WESTLEIGH TRACT 4
PLAT BOOK 3 PAGE 91
LOT 1 BLOCK 13**

On **October 6, 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 **\$2,709.75** 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 **\$41,500.00** 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 **January 4, 2012** ordered the above Actual Cost in the amount of **\$2,709.75**, 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 **\$41,500.00** be assessed against the property by recording a Lien of Assessment on or after **July 16, 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 _____, 2012

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 #103237**

APN 162-05-215-046

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ROBERT J. SIBULKIN**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 162-05-215-046

Commonly known as: 1300 Douglas Drive

**Legal Description: WESTLEIGH TRACT 4
PLAT BOOK 3 PAGE 91
LOT 1 BLOCK 13**

On **October 6, 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 **\$41,500.00** 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 **January 4, 2012** ordered the above charges in the amount of **\$41,500.00**, 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 _____, 2012

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 #103237**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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 5917 West Washington Avenue for fees in the amount of \$2,268.75 (General Fund) and assess a maximum of \$41,500 in daily civil penalties.

PROPERTY OWNER: PATRICIA A QUIAMBAO - Ward 1 (Tarkanian)

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

Amount: \$2,268.75

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 board all open doors and windows, remove all trash and debris, remove all high grass and weeds, and apply herbicide. To date, there have been thirteen (13) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$68,700.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$825 invoice for Blast Janitorial Services, \$123.75 administrative fee, \$1,320 in reinspection fees (including late fees), fee for a total of \$2,268.75 to be recorded immediately, and consider assessing a maximum of \$45,500 in daily civil penalties to be recorded on or after May 14, 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012

DEPARTMENT: Building and Safety

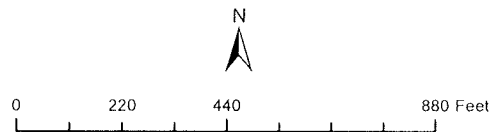
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5917 West Washington Avenue for fees in the amount of \$2,268.75 (General Fund) and assess a maximum of \$70,000 in daily civil penalties. PROPERTY OWNER: PATRICIA A QUIAMBAO – Ward 1 (Tarkanian)

Blast Janitorial Services completed work on September 30, 2011 at a cost of \$825; \$1,320 in reinspection fees (including late fees); \$123.75 administrative fee; for a total of \$2,268.75.

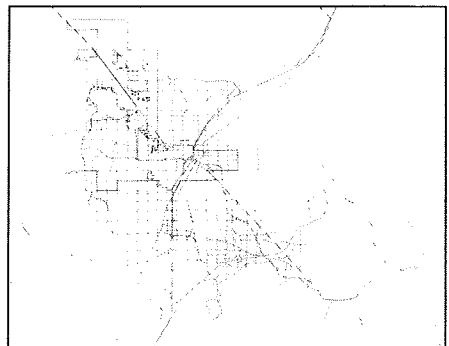
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

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

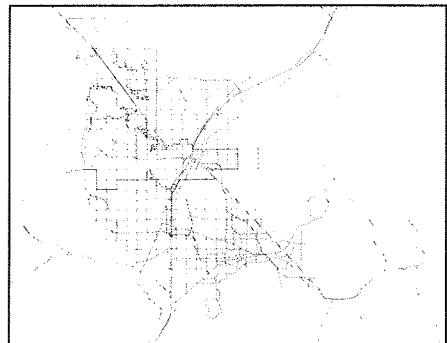


5917 WEST WASHINGTON AVENUE
CROSS STREETS - JONES//WASHINGTON

City of Las Vegas Vicinity Map



GIS maps are normally produced
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Due to continuous development activity
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Geographic Information System
Planning & Development Dept
702-229-6301



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 12, 2011
Re: Report of Expenses for the abatement of nuisance located at 5917 West Washington Avenue - Ward 1 (Tarkanian)

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 boarding all open doors and windows, removing all trash and debris, removing all high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on September 30, 2011 at a cost of \$825.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	\$225.00
Remove all weeds and apply herbicide.	\$250.00
Remove all trash and debris.	\$350.00
AMOUNT DUE:	\$825.00
Administrative Processing Fee:	\$123.75
Sub-Total:	\$948.75
Reinspection Fees (w/late fees):	\$1,320.00
TOTAL AMOUNT DUE:	\$2,268.75
Daily Civil Penalties – 140 days @ \$500 a day (including penalty fees already assessed) May 14, 2011 to September 30, 2011	\$70,000.00
MAXIMUM TOTAL:	\$72,268.75
OWNER OF RECORD	PATRICIA A QUIAMBAO
PROPERTY ABATED:	5917 West Washington Avenue Las Vegas, NV 89107
ASSESSOR PARCEL:	138-25-311-007
LEGAL DESCRIPTION:	CHARLESTON HGTS TRACT #45E PLAT BOOK 10 PAGE 80 LOT 14 BLOCK 1

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. <u>James A Wilson</u>	<u>4104 Nightingale St</u>	<u>702-828-1366</u>
2. <u>Rosemary S Wilson</u>	<u>4104 Nightingale St</u>	<u>702-878-0418</u>
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.

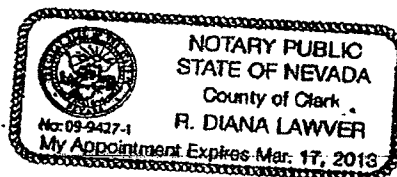
Blast Janitorial Services

By: _____

James A Wilson
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.



R. Diana Lawver
Notary Public in and for Clark County,
State of Nevada



NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

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

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, JANUARY 4, 2012**, 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 **5917 West Washington Avenue – Case No. 101283**. The Director of Building and Safety certifies that the sum of **\$2,268.75** was expended and Civil Penalties in the sum of **\$70,000.00** may be imposed for a total of **\$72,268.75**. Owner of record at time of abatement: **PATRICIA A QUIAMBAO – WARD 1 (TARKANIAN)**

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 # 101283

5917 W WASHINGTON AVE - Map # 02321-51 Parcel 13825311007

Owner Information:

QUIAMBAO PATRICIA A
124 SAGEWOOD CT
APOPKA, FL 32703-4933

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Open house, accessible and weeds and refuse

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 28, 2011

Ward: 1

Date Case Resolved: November 29, 2011

Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>	<u>Comments</u>
AB-006: 16.08.010 UDB SEC 403			
4/29/11	OPEN	Windows and doors	
			Secure all structures to City of Las Vegas specifications.
AN-003: 9.04.010 (4) REFUSE & WASTE			
4/29/11	OPEN	All areas	
			Remove all refuse and waste from all areas of property.
AN-006: 9.04.010(7)(A) HIGH VEGETATION			
4/29/11	OPEN	All yards	
			Cut or remove all high weeds and or grass fro all yards.

Chronology of Events:

April 28, 2011

RESEARCH

35)No MERS information. Sewer has same owner and adress as assessor in Florida, 2 liens. No breach or default in recorder files. Sent email to Safeguard, they do not have this property.

April 28, 2011

NOTICE AND ORDER REQUEST

35)Prepared notice and order and submitted for approval.

April 28, 2011

Insp#: 1120760

35)High weeds in all yards and refuse also. Front and rear doors open. Took photos. Going to Notice and Order as owner has been unresponsive in the past. Call back 5/12

May 04, 2011

NOTICE AND ORDER PROCESSING

19) processed notice and order, approved. File to JR for mailing.

May 04, 2011

RECORDED DOCUMENT

Ld) Recorded N&O dated 5/4/11

May 04, 2011

ADMINISTRATIVE

N&O sent. File given to #35 for posting.

May 04, 2011	NOTICE AND ORDER ISSUED
May 05, 2011	Insp#: 1120770 35)Posted Notice and Order, all violations remain. \$1230 today. Took photos.
May 19, 2011	Insp#: 1123473 35)No change, front and rear doors open and weeds and refuse in all areas. Took photos. I will prepare bid sheet and forward file to 19 for bid review. \$180 + \$150 today. Call back 6/2
May 29, 2011	BID REQUEST BY OFFICER 19) Approved, file to JR for processing.
May 31, 2011	BID PREPERATION Bid prep.
May 31, 2011	BID REQUEST SENT RFQ sent to contractors. Bids due 6-6-11
June 02, 2011	Insp#: 1129117 35)Violations remain, waiting for 10 day letter.
June 08, 2011	BID RECEIVED No bids received. Per #19 rebid.
June 08, 2011	BID PREPERATION Bid prep.
June 08, 2011	BID REQUEST SENT RFQ sent to contractors. Bids due 6/14
June 23, 2011	Insp#: 1134433 35)Violations remain, took photos, still waiting for bids a d 10 day notice.
June 30, 2011	Insp#: 1143948 35)Violations remain but still waiting for 10 day leeter, reschedule inspection
July 14, 2011	Insp#: 1147116 35)No 10 day letter yet, bids were due 6/14 per workbench. Volations remain
August 01, 2011	ADMINSTRATIVE Per #19, rebid.
August 01, 2011	BID REQUEST SENT RFQ sent to contractors. Bids due 8-8.
August 01, 2011	Insp#: 1151890 35)Vioalctions remain, notes say htis went for 2nd bid request but they were due 6/14. Sent email to 19 and Jeenifer with status request. partial pass today since there is some sort of internal delay apparently.
August 15, 2011	Insp#: 1158899 35)Refuse, weeds remain in all yards and rear window broken out. Per 19 we are bidding this for the third time, no bids to date.
August 17, 2011	BID RECEIVED Recorded & scanned bid received: 1)Blast=\$825
August 17, 2011	ADMINISTRATIVE Bid approval given to #21.

August 17, 2011	10 DAY NOTICE PROCESSING
10 day sent. File given to #35 for posting.	
August 17, 2011	10 DAY BEFORE ABATEMENT NOTICE
August 18, 2011	Insp#: 1164770
35)Refuse and weeds reamin and rear windows broken out. Posted 10 day notice Front door closed but uhlocked. took photos. \$180 + \$500 today.	
August 29, 2011	PROCEED WITH ABATEMENT
35)No information found in MERS. Same owner in assessor and no new information in recorder information. Referring to 19 for proceed with abatement.	
August 29, 2011	Insp#: 1166609
35)Property still open and accessible and refuse and weeds remain. Took photos. \$180 + \$500 today. I will refer fro proceed with abatement.	
August 31, 2011	REVIEW
19) Approved to proceed with PO & Award of bid. File to JR	
September 20, 2011	BID AWARDED TO CONTRACTOR
Award letter sent to Blast. Pending start date.	
September 29, 2011	PRE-ABATEMENT VIDEO
21)no video- pre abatement photos in f drive tony pix- NOTE white suv on driveway not included in abatement	
September 29, 2011	Insp#: 1170278
November 01, 2011	ADMINISTRATIVE
Contacted James with Blast Janitorial to find out status on property. James stated he did not receive paper. Informed James that start date of September 30 was noted. James requested paperwork. JR refaxed.	
November 22, 2011	PHONE CALL
Per James with Blast. Job is completed	
November 22, 2011	VIDEO REQUEST
After video request from #21	
November 23, 2011	POST-ABATEMENT VIDEO
21)photos in f drive ppp in working ppp	
November 23, 2011	Insp#: 1183842
21)property secure - all doors and windows. all yards clean- free of debris weeds,rubbish. close case	
November 29, 2011	ADMINISTRATIVE
Recorded & scanned invoice. File given to #19	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	\$120.00	U	05/05/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	05/19/2011	
FIRST RESIDENTIAL CIVIL PENALTY	\$150.00	U	05/19/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	06/02/2011	
SECOND RESIDENTIAL CIVIL PENALTY	\$300.00	U	06/02/2011	
LATE FEE	\$12.00	U	06/20/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	06/23/2011	
THIRD RESIDENTIAL CIVIL PENALTY	\$500.00	U	06/23/2011	

LATE FEE	\$18.00	U	07/03/2011
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/18/2011
FOURTH RESIDENTIAL CIVIL PENALTY	\$500.00	U	08/18/2011
RECURRING RESIDENTIAL CIVIL PENALTY	\$500.00	U	08/29/2011
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/29/2011
RECURRING RESIDENTIAL CIVIL PENALTY	\$500.00	U	10/03/2011
RESIDENTIAL REINSPECTION FEE	\$180.00	U	10/03/2011
ADMINISTRATIVE	\$123.75	U	11/29/2011
NUISANCE ABATEMENT FEE	\$825.00	U	11/29/2011
LATE FEE	\$18.00	U	12/07/2011
LATE FEE	\$18.00	U	12/07/2011
LATE FEE	\$18.00	U	12/07/2011
LATE FEE	\$18.00	U	12/07/2011
LATE FEE	\$18.00	U	12/07/2011

Total Amount Due: \$4,718.75

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
1	NUISANCE	BLAST JANITORIAL	A	8/8/11
Bid Amount:		825.00		
Bid Award Date:		9/20/11		
Contractor Start Date:				
Description:				
Board open doors/windows. Cut/remove high grass/weeds. Herbicide. Remove refuse/waste.				

APN 138-25-311-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **PATRICIA A QUIAMBAO**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 138-25-311-007

Commonly known as: 5917 West Washington Avenue

**Legal Description: CHARLESTON HGTS TRACT #45E
PLAT BOOK 10 PAGE 80
LOT 14 BLOCK 1**

On **September 30, 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 **\$2,268.75** 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 **\$70,000.00** 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 **January 4, 2012** ordered the above Actual Cost in the amount of **\$2,268.75**, 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 **\$70,000.00** be assessed against the property by recording a Lien of Assessment on or after **May 14, 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 _____, 2012

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 #101283**

APN 138-25-311-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **PATRICIA A QUIAMBAO**

Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 138-25-311-007

Commonly known as: 5917 West Washington Avenue

**Legal Description: CHARLESTON HGTS TRACT #45E
PLAT BOOK 10 PAGE 80
LOT 14 BLOCK 1**

On **September 30, 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 **\$70,000.00** 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 **January 4, 2012** ordered the above charges in the amount of **\$70,000.00**, 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 _____, 2012

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 #101283**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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 7600 Botany Bay Drive for fees in the amount of \$2,905.25 (General Fund) and assess a maximum of \$62,000 in daily civil penalties. PROPERTY OWNER: CHARLES C SPIELMAN - Ward 4 (Anthony)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$2,905.25**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 Weaver Construction to board all open doors and windows on main structure and accessory structure, remove all trash, debris, dead vegetation, tree limbs, high grass and weeds, and apply herbicide. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Zillow.com is \$183,700.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$1,895 invoice for Weaver Construction, \$284.25 administrative fee, and \$726 in reinspection fees (including late fees) for a total of \$2,905.25 to be recorded immediately, and consider assessing a maximum of \$62,000 in daily civil penalties to be recorded on or after June 23, 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012

DEPARTMENT: Building and Safety

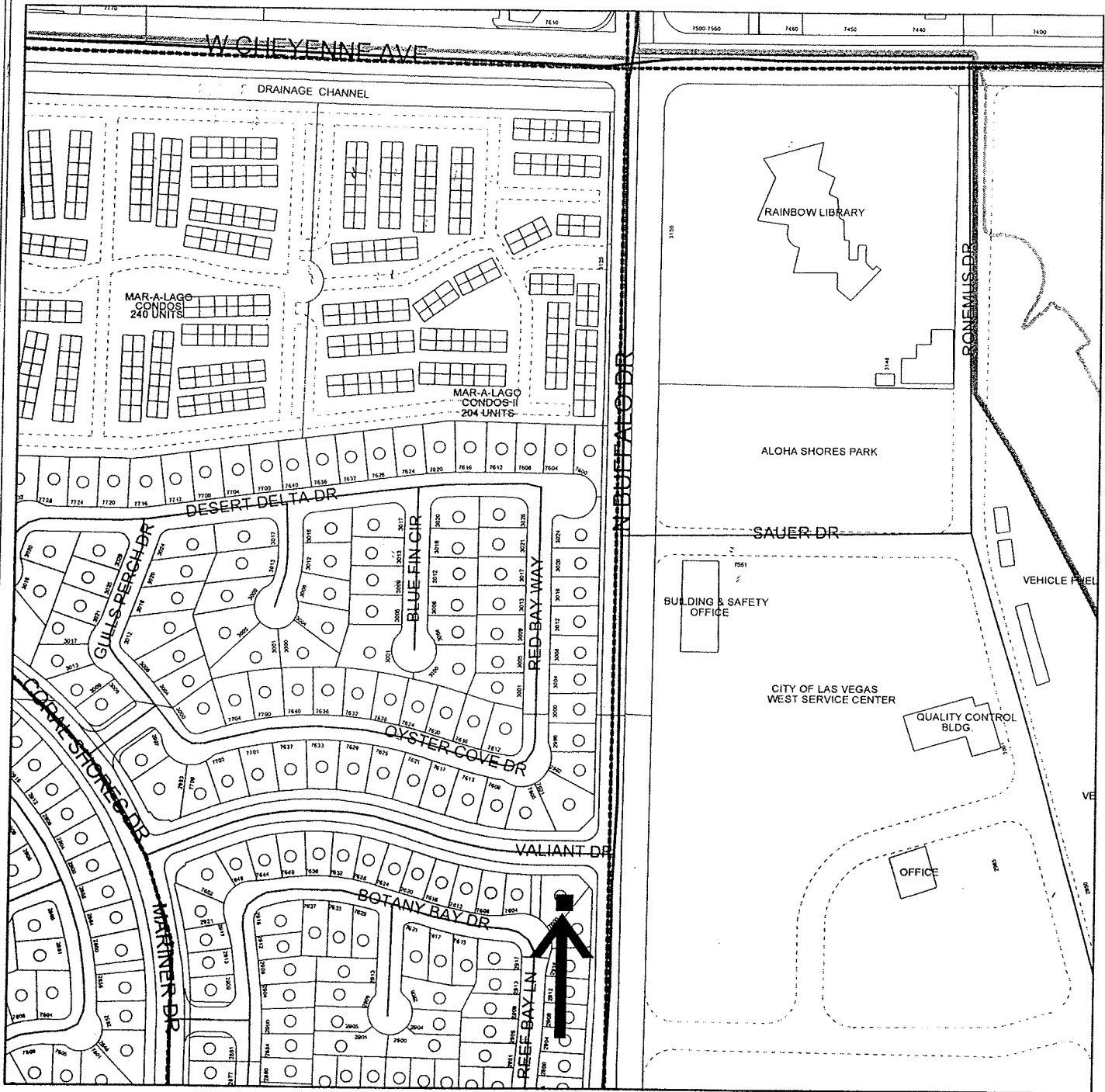
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Botany Bay Drive for fees in the amount of \$2,905.25 (General Fund) and assess a maximum of \$62,000 in daily civil penalties. PROPERTY OWNER: CHARLES C SPIELMAN – Ward 4 (Anthony)

Weaver Construction completed work on October 24, 2011 at a cost of \$1,895; \$726 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of \$2,905.25.

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.

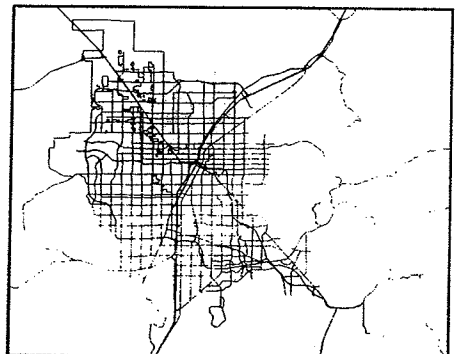
City of Las Vegas Vicinity Map

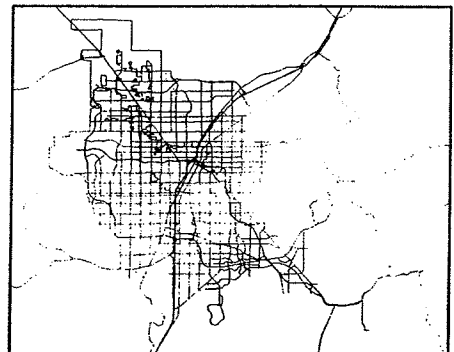
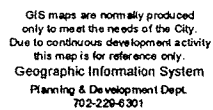
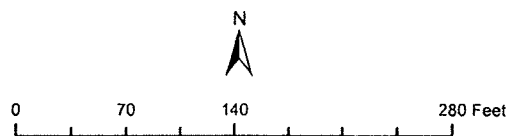


0 170 340 680 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301





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 12, 2011
Re: Report of Expenses for the abatement of nuisance located at 7600 Botany Bay Drive - Ward 4 (Anthony)

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 boarding all open doors and windows on main structure and accessory structure, removing all trash, debris, dead vegetation, tree limbs, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on October 24, 2011 at a cost of \$1,895.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows on main structure.	\$360.00
Board all open doors and windows on accessory structure in rear.	\$0.00
Remove all trash and debris.	\$355.00
Remove all high grass and weeds, and apply herbicide.	\$285.00
Remove all dead vegetation and tree limbs.	\$895.00
AMOUNT DUE:	\$1,895.00
Administrative Processing Fee:	\$284.25
Sub-Total:	\$2,179.25
Reinspection Fees (w/late fees):	\$726.00
TOTAL AMOUNT DUE:	\$2,905.25
Daily Civil Penalties – 124 days @ \$500 a day (including civil penalty fees already assessed) June 23, 2011 to October 24, 2011	\$62,000.00
MAXIMUM TOTAL:	\$64,905.25
OWNER OF RECORD	CHARLES C. SPIELMAN
PROPERTY ABATED:	7600 Botany Bay Drive
	Las Vegas, NV 89128
ASSESSOR PARCEL:	138-16-617-036
LEGAL DESCRIPTION:	MOONLIGHT BAY UNIT 2
	PLAT BOOK 43 PAGE 37
	LOT 18 BLOCK 1

MWB:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A
DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and
all persons and entities holding more than a 1% interest in
Weaver Construction or any principal of
Weaver Construction are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

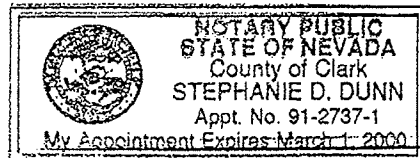
I certify under penalty of perjury, that the foregoing list is
full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public





NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

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

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, JANUARY 4, 2012**, 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 **7600 Botany Bay Drive – Case No. 102485**. The Director of Building and Safety certifies that the sum of **\$2,905.25** was expended and Civil Penalties in the sum of **\$62,000.00** may be imposed for a total of **\$64,905.25**. Owner of record at time of abatement: **CHARLES C SPIELMAN – WARD 4 (ANTHONY)**

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 # 102485

7600 BOTANY BAY DR - Map # 02117-39 Parcel 13816617036

Owner Information:

SPIELMAN CHARLES C
7600 BOTANY BAY DR
LAS VEGAS, NV 89128-7238

Zoning Information: R-PD5(RES PLANNED DEV (5/ACRE))

Case Comments: Weeds. Trash. Rats

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 02, 2011

Ward: 4

Date Case Resolved: November 03, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>	<u>Comments</u>
AN-003: 9.04.010 (4) REFUSE & WASTE			
6/6/11	OPEN	Front side and rear yards	
			Remove all refuse and waste from all areas of property. Maintain at all times.
AN-006: 9.04.010(7)(A) HIGH VEGETATION			
6/6/11	OPEN	Front side and rear yards	
			Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.
AN-007: 9.04.010(7)(B) DEAD VEGETATION			
6/6/11	COMPLIED 11/03/11	Front side and rear yards	
			Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

Chronology of Events:

June 06, 2011	Insp#: 1134403
	22)6-6 house vacant, trash debris, junk, trash, dead pine limbs, in all yards notice posted on door and begin n&o call back 6-20 (Prior case property abated by City of Las Vegas July 2010)
June 06, 2011	CORRECTION NOTICE ISSUED
June 09, 2011	NOTICE AND ORDER ISSUED
June 13, 2011	NOTICE AND ORDER PROCESSING
	N&O sent. File given to #22 for posting.
June 14, 2011	Insp#: 1135429
	21)property in violation-posted n&o front door. cb 6-27
June 27, 2011	Insp#: 1140076
	22)6-27 high weeds in front side and rear yards trash and debris in all yards forward bids to vicki. (6-29 concern neighbor nancy haze called 255-6899 i called back unable to leave message.)

June 28, 2011	RECORDED DOCUMENT
	Ld) Recorded N&O dated 6/13/11
July 06, 2011	BID PREPERATION
	Bid prep.
July 06, 2011	BID REQUEST SENT
	RFQ sent to contractors. Bids due 7-11.
July 14, 2011	BID RECEIVED
	Recorded & scanned bid received: 1)Weaver=\$1995
July 14, 2011	ADMINSTRATIVE
	Bid approval given to #19
July 14, 2011	10 DAY NOTICE PROCESSING
	10 Day sent. File given to #22 for posting.
July 14, 2011	10 DAY BEFORE ABATEMENT NOTICE
July 18, 2011	Insp#: 1144868
	22) Violations remain, 10 day before abatement letter posted onsite.
September 18, 2011	ADMINSTRATIVE
	19) called Treasurers office and verified that Citibank has been paying taxes. Requested 21 contact bank and see if they will abate.
October 11, 2011	REVIEW
	19) Reviewed case with CK to approve proceed with abatement and bid. Approved file to JR.
October 12, 2011	ADMINSTRATIVE
	PO requested. Pending #19 approval.
October 18, 2011	ADMINSTRATIVE
	Award letter sent to Weaver. Pending start date.
October 19, 2011	VIDEO REQUEST
	Before Video Request fron #21.
October 24, 2011	PRE-ABATEMENT VIDEO
	21)no video-photos in f drive
October 24, 2011	Insp#: 1192841
	21)high grass weeds, loose litter debris all yards. fallen tree branches in rear yard. refer for contractor abatement.
November 01, 2011	VIDEO REQUEST
	Request after video from #21.
November 03, 2011	POST-ABATEMENT VIDEO
	21)photos in f drive- working pp
November 03, 2011	Insp#: 1209537
	21)property clean all yards free of debris, litter, high weeds. overgrown vegetation also removed. property is secure. close case.
November 08, 2011	ADMINSTRATIVE
	Recorded & scanned invoice received. File given to #19

Fees:

<u>Fee Name</u>	<u>Amount</u>	<u>Status</u>	<u>Fee Added</u>	<u>Fee Paid</u>
RESIDENTIAL INSPECTION FEE	\$120.00	U	06/14/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	06/27/2011	
FIRST RESIDENTIAL CIVIL PENALTY	\$150.00	U	06/27/2011	
LATE FEE	\$12.00	U	07/29/2011	
LATE FEE	\$18.00	U	08/11/2011	
SECOND RESIDENTIAL CIVIL PENALTY	\$300.00	U	10/25/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	10/25/2011	
ADMINISTRATIVE	\$284.25	U	11/07/2011	
NUISANCE ABATEMENT FEE	\$1,895.00	U	11/07/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	12/08/2011	
THIRD RESIDENTIAL CIVIL PENALTY	\$500.00	U	12/08/2011	
LATE FEE	\$18.00	U	12/08/2011	
LATE FEE	\$18.00	U	12/08/2011	

Total Amount Due: \$3,855.25

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
--------------	------------------	-------------------	---------------	-----------------

1	NUISANCE	WEAVER	A	7/13/11
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Bid Amount: 1,995.00

Bid Award Date: 10/18/11

Contractor Start Date:

Description:

Board all open doors/windows on main/rear structure. Remove trash/debris/grass/weeds/dead veg. Herbi

APN 138-16-617-036

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **CHARLES C. SPIELMAN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 138-16-617-036
Commonly known as: 7600 Botany Bay Drive
Legal Description: MOONLIGHT BAY UNIT 2
PLAT BOOK 43 PAGE 37
LOT 18 BLOCK 1

On **October 24, 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 **\$2,905.25** 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 **\$62,000.00** 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 **January 4, 2012** ordered the above Actual Cost in the amount of **\$2,905.25**, 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 **\$62,000.00** be assessed against the property by recording a Lien of Assessment on or after **June 23, 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 _____, 2012

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 #102485

APN 138-16-617-036

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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 4309 Carnation Lane for fees in the amount of \$1,812 (General Fund) and assess a maximum of \$48,000 in daily civil penalties. **PROPERTY OWNER:** CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS - Ward 6 (Ross)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$1,812**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 trash, palm tree fronds, tree branches, 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 \$47,100.

RECOMMENDATION:

That the City Council: Approve the report of expenses to include \$600 invoice for Blast Janitorial Services, \$90 administrative fee, and \$1,122 in reinspection fees (including late fees) for a total of \$1,812 to be recorded immediately, and consider assessing a maximum of \$48,000 in daily civil penalties to be recorded on or after August 20, 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

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012

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 4309 Carnation Lane for fees in the amount of \$1,812 (General Fund) and assess a maximum of \$48,000 in daily civil penalties. PROPERTY OWNER: CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS – Ward 6 (Ross)

Blast Janitorial Services completed work on November 23, 2011 at a cost of \$600; \$1,122 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of \$1,812.

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.

4309 CARNATION LANE
CROSS STREETS - CRAIG//RAINBOW

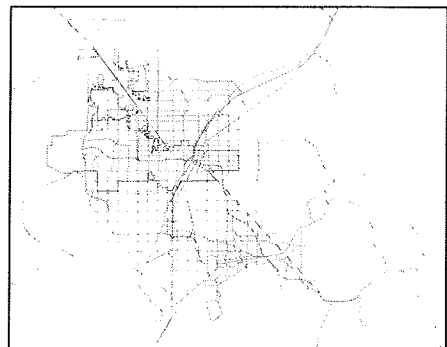
City of Las Vegas Vicinity Map



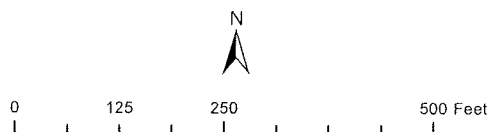
0 220 440 880 Feet



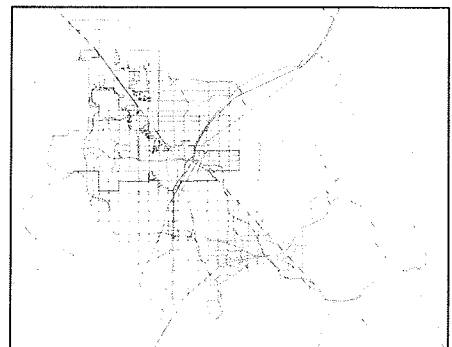
GIS maps are normally produced
only to meet the needs of the City
Due to continuous development activity
this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301



City of Las Vegas Vicinity Map



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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 12, 2011
Re: Report of Expenses for the abatement of nuisance located at 4309 Carnation Lane - 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 trash, palm tree fronds, tree branches, high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on November 23, 2011 at a cost of \$600.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all high grass and weeds, and apply herbicide.	\$300.00
Remove all trash, palm tree fronds, and tree branches.	\$300.00
AMOUNT DUE:	\$600.00
Administrative Processing Fee:	\$90.00
Sub-Total:	\$690.00
Reinspection Fees (w/late fees):	\$1,122.00
TOTAL AMOUNT DUE:	\$1,812.00
Daily Civil Penalties – 96 days @ \$500 a day (including civil penalty fees already assessed) August 20, 2011 to November 23, 2011	\$48,000.00
MAXIMUM TOTAL:	\$49,812.00
OWNER OF RECORD	CROSBIE FAMILY TRUST ELEANOR J. CROSBIE TRS
PROPERTY ABATED:	4309 Carnation Lane Las Vegas, NV 89108
ASSESSOR PARCEL:	138-02-311-022
LEGAL DESCRIPTION:	JADE PARK UNIT #4 PLAT BOOK 18 PAGE 40 LOT 23 BLOCK 9

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. <u>James A Wilson</u>	<u>4104 Nightingale St</u>	<u>702-828-1366</u>
2. <u>Rosemary S Wilson</u>	<u>4104 Nightingale St</u>	<u>702-878-0418</u>
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.

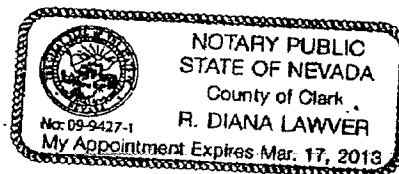
Blast Janitorial Services

By: _____

James A Wilson
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.



[Signature]
Notary Public in and for Clark County,
State of Nevada



NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

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

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, JANUARY 4, 2012**, 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 **4309 Carnation Lane – Case No. 102964**. The Director of Building and Safety certifies that the sum of **\$1,812.00** was expended and Civil Penalties in the sum of **\$48,000.00** may be imposed for a total of **\$49,812.00**. Owner of record at time of abatement: **CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS – 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 # 102964

4309 CARNATION LN - Map # 01819-62 Parcel 13802311022

Owner Information:

CROSBIE FAMILY TRUST
9026 MIGHT CIR
RIVERSIDE, CA 92509-3142

Zoning Information: R-MH(MOBILE/MANUFACTURED HOME)

Case Comments: Property is overgrown with weeds. Trash/debris and dead vegetation.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 15, 2011

Ward: 6

Date Case Resolved: November 29, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

<u>Violation Date</u>	<u>Status/Completed Date</u>	<u>Location</u>
-----------------------	------------------------------	-----------------

Comments

AN-003: 9.04.010 (4) REFUSE & WASTE

6/22/11 OPEN vacant space

Remove all refuse and waste from all areas of property. Maintain at all times. Remove all palm tree fronds, tree stumps, tree branches, and trash/litter from vacant space

Remove all refuse and waste from all areas of property. Maintain at all times. Remove all palm tree fronds, tree stumps, tree branches, and trash/litter from vacant space

AN-006: 9.04.010(7)(A) HIGH VEGETATION

6/22/11 OPEN entire property

Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

June 22, 2011

Insp#: 1140234

32) 6-22-11 vacant lot. have high weeds/grass and palm tree fronds tree stumps, branches on lot. mailed to owners to assessors address 6-22 C/B 7-6

June 22, 2011

CORRECTION NOTICE ISSUED

July 06, 2011

RESEARCH

32) white pages on a reserve address shows- Mikel A Beuster, Wendy and Stacy no phone number listed.

July 06, 2011

RESEARCH

32) zaba shows nothing

July 06, 2011

PHONE CALL

32) found 951-323-5462 in sewer- called it and had to leave a message

July 06, 2011

PHONE CALL

32) received call back from Wendy Beuster 951-323-5462 stated just lost her partner in accident returning from Vegas 2 weeks ago. Has no money, already asked to be removed as trustee off property, and has family members that need to be notified of violations. Asked for 30 days to get a hold of family and see what they want to do with property and who can clean it

July 06, 2011

CORRECTION NOTICE ISSUED

July 06, 2011

Insp#: 1143415

32) 7-6-11 nothing done- still high weeds/grass tree trunks/branches, boxes, trash, papers, and households failed and took pictures sent notice to owners to assessors address and left notice on fence 7-6 C/B 7-13

July 07, 2011

RESEARCH

32) nothing in CC Recorders on default

July 20, 2011

PHONE CALL

32) received message from complainant Karen Haymond 656-7114- wanted to know what next step will be on property

August 09, 2011

NOTICE AND ORDER REQUEST

32) put together N&O and gave to Tony

August 09, 2011

Insp#: 1148538

32) 8-9-11 nothing done still high weeds/grass and trash/litter took pictures and failed today called Wendy Beuster 951-323-5462 and had to leave a message advised her if property not cleaned by them I would have a contractor do it Will move forward with N&O unless I get a call today from owner 8-23

August 10, 2011

NOTICE AND ORDER PROCESSING

21)REFER FILE TO 32 FOR POSTING MAILING DONE

August 10, 2011

RECORDED DOCUMENT

Ld) Recorded N&O dated 8/10/11

August 10, 2011

NOTICE AND ORDER ISSUED

August 10, 2011

Insp#: 1162354

32) 8-10-11 posted N&O on fence. Didn't fail- was just here yesterday- did a partial pass. C/B 8-22

August 22, 2011

BID REQUEST BY OFFICER

21) refer file to JR for bids

August 22, 2011

BID PREPERATION

Bid prep.

August 22, 2011

BID REQUEST SENT

RFQ sent to contractors. Bids due 8-29

August 22, 2011

Insp#: 1163147

32) 8-22-11 Nothing done. Took pictures will do bid sheet and give to Tony. C/B 9-19

August 30, 2011

BID RECEIVED

Recorded & scanned bid received: 1)Blast=\$600

August 30, 2011

ADMINSTRATIVE

Bid approval given to #21

August 30, 2011

10 DAY NOTICE PROCESSING

10 day sent. File given to #32 for posting.

August 30, 2011	10 DAY BEFORE ABATEMENT NOTICE
August 31, 2011	Insp#: 1167546
	32) 8-31-11 posted 10 day before abatement N&O on fence took pictures
September 12, 2011	Insp#: 1171549
	32) 9-12-11 nothing done still trash- cooler, palm tree fronds, tree branches, bags, bottles, papers, and boxes Took pictures and failed today. Will do final research and give to Vicki to move forward with contractor. C/B 10-3
September 13, 2011	RESEARCH
	32) no default shown in CC Records- just City's lien for N&O
September 13, 2011	PHONE CALL
	32) Called Wendy Beuster 951-323-5462 she shows on deed BUT stated that entire family owns property after grandma died and she was suppose to be removed as executor and has not been removed. No one in the family will do anything about property and she is psychically and financially unable- stated go ahead and have the contractor do his thing not fair to the neighbors.
September 13, 2011	PROCEED WITH ABATEMENT
	32) gave to Vicki to move forward with contractor
September 19, 2011	REVIEW
	19) Reviewed with CK, approved to move forward on abatement. File to JR to obtain PO.
September 20, 2011	ADMINISTRATIVE
	PO requested. Pending #19 approval.
September 27, 2011	BID AWARDED TO CONTRACTOR
	Award letter sent to Blast. Pending start date.
September 29, 2011	PRE-ABATEMENT VIDEO
	21)no video- pre photos in f drive
September 29, 2011	Insp#: 1175495
	21)vacant lot- weeds, misc debris...pre photos in f drive
November 22, 2011	PHONE CALL
	Per James with Blast. Job completed.
November 22, 2011	VIDEO REQUEST
	After video requested from #21
November 23, 2011	Insp#: 1183934
	21) vacant MHP lot- all high grass/ weeds removed. all litter, debris rubbish removed. close case
November 29, 2011	POST-ABATEMENT VIDEO
	21)photos in f drive pp in working ppp
November 29, 2011	ADMINISTRATIVE
	Recorded & scanned invoice. File given to #19.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	\$120.00	U	07/06/2011	
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/09/2011	
FIRST RESIDENTIAL CIVIL PENALTY	\$150.00	U	08/09/2011	
LATE FEE	\$12.00	U	08/20/2011	

SECOND RESIDENTIAL CIVIL PENALTY	\$300.00	U	08/22/2011
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/22/2011
RESIDENTIAL REINSPECTION FEE	\$180.00	U	08/31/2011
THIRD RESIDENTIAL CIVIL PENALTY	\$500.00	U	08/31/2011
RESIDENTIAL REINSPECTION FEE	\$180.00	U	09/12/2011
FOURTH RESIDENTIAL CIVIL PENALTY	\$500.00	U	09/12/2011
LATE FEE	\$18.00	U	09/23/2011
RESIDENTIAL REINSPECTION FEE	\$180.00	U	10/03/2011
RECURRING RESIDENTIAL CIVIL PENALTY	\$500.00	U	10/03/2011
NUISANCE ABATEMENT FEE	\$600.00	U	11/29/2011
ADMINISTRATIVE	\$90.00	U	11/29/2011
LATE FEE	\$18.00	U	12/07/2011
LATE FEE	\$18.00	U	12/07/2011
LATE FEE	\$18.00	U	12/07/2011
LATE FEE	\$18.00	U	12/07/2011

Total Amount Due: \$3,762.00

Total Amount Paid: \$ -

Bid Information:

<u>BIDNO</u>	<u>ABATETYPE</u>	<u>CONTRACTOR</u>	<u>STATUS</u>	<u>RECEIVED</u>
1	NUISANCE	BLAST JANITORIAL	A	8/29/11
Bid Amount:		600.00		
Bid Award Date:		9/27/11		
Contractor Start Date:				
Description:				
Cut/remove high grass/weeds. Herbicide. Remove trash/debris.				

APN 138-02-311-022

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **CROSBIE FAMILY TRUST**
ELEANOR J. CROSBIE TRS
Reputed Owner(s) at time of abatement.

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PLAT BOOK 18 PAGE 40
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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 #102964

APN 138-02-311-022

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)
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 _____, 2012

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 #102964

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☐ Consent ☒ Discussion

SUBJECT:

DIR-43794 – ABEYANCE ITEM - 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:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

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: JANUARY 4, 2012

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT/OWNER: CLIFFS EDGE, LLC

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
DIR-43794	Staff recommends APPROVAL.	

Staff Report Page One
January 4, 2012 - 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

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
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.

Staff Report Page Two
January 4, 2012 - City Council Meeting

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)

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January 4, 2012 - City Council Meeting

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

Staff Report Page Four
January 4, 2012 - City Council Meeting

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

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January 4, 2012 - City Council Meeting

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.

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January 4, 2012 - City Council Meeting

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



**DIR-43794
REVISED**

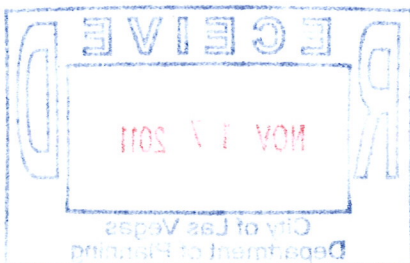
INTRODUCTION

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 Evelyn 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.
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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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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: JANUARY 4, 2012

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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

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

