City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · 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)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)
BOB COFFIN (Ward 3), BOB BEERS, (Ward 2)

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.

NOTE: The regularly scheduled Las Vegas City Council meeting of Wednesday, July 4, 2012 is being cancelled due to the Fourth of July holiday.

June 20, 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 THE ORDER PRESENTED; 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 – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE EMPLOYEE OF THE MONTH

6. RECOGNITION OF THE CHARITY WORK OF LAS VEGAS FLIGHTLINEZ

7. RECOGNITION OF FLASH FLOOD AWARENESS MONTH

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

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

BUSINESS ITEMS

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Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

10. For possible action to approve the Final Minutes by reference of regular City Council meeting of June 6, 2012

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

11. For possible action to approve an Interlocal Agreement between the City of Las Vegas, Clark County, the Las Vegas Metropolitan Police Department, the City of Henderson and the City of North Las Vegas to implement Shared Computer Operations for Protection and Enforcement II (SCOPE II) for Fiscal Year 2013 (Total funding not to exceed: $80,118 - Detention & Enforcement Capital Project Fund) - All Wards

12. For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit City Parkway IV A, Inc., ($201,300 - Existing City Parkway IV A, Inc., fund balance) - Ward 5 (Barlow)

13. For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit 400 Stewart Avenue Corporation ($8,650 - Existing 400 Stewart Avenue Corporation fund balance) - Ward 5 (Barlow)

14. For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit Office District Parking I, Inc., ($10,000 - Existing Office District Parking I, Inc., fund balance) - Ward 5 (Barlow)

15. For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit City Parkway V, Inc., ($2,839,450 - Existing City Parkway V, Inc., fund balance) - Ward 5 (Barlow)

BUILDING AND SAFETY - CONSENT

16. For possible action to approve an encroachment request from Slater Hanifan Group on behalf of Clark County School District, owner (2800 Stewart Avenue) - Ward 3 (Coffin)

FINANCE - CONSENT

17. For possible action to approve the FY2012 transfer of Budget Appropriations to adjust for expenditures and adjustments between functions within various funds totaling $16,101,500

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

FINANCE - PURCHASING & CONTRACTS CONSENT

19. For possible action to approve award of the First Amendment to Agreement No. 100189-DC, Construction Management Agreement for Pedestrian Bridges located at Lone Mountain Trail, pedestrian bridges over Lake Mead Boulevard and Cheyenne Avenue, Cultural Corridor Trail pedestrian bridge over Las Vegas Boulevard and Lone Mountain Trail phase 2B, Lake Mead Boulevard to Vegas Drive - Department of Public Works - Award recommended to: PARSONS TRANSPORATION GROUP, INC. ($95,900.47 - Parks and Leisure Activities Capital Projects Fund) - Wards 1, 4 and 5 (Tarkanian, Anthony and Barlow)

20. For possible action to approve award of Modification No. 3 to Contract No. 120028-PH, Development Services Process Program Management Services - Department of Information Technologies - Award recommended to: ARTECH GROUP, INC. (Not-to-Exceed $210,320 - Computer Services Internal Service Fund [ISF])

21. For possible action to revise Purchase Order No. 300182 to accommodate a scope change for Bid No. 09.15341.21-DC, Energy Audit Improvements with Core Construction Services of Nevada - Department of Public Works ($360,000 - General Capital Projects Fund [CPF]) - Ward 5 (Barlow)

OPERATIONS AND MAINTENANCE - CONSENT

22. For possible action to authorize staff to submit a Revised Public Purpose Reservation to the Bureau of Land Management (BLM) for forty acres of land located in the vicinity of Tropical Parkway and Shaumber Road, to change the location of the existing reservation, BLM serial number N-77372, APNs 126-25-201-010 and 126-25-201-013 - Ward 6 (Ross)

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

23. For possible action to approve the allocation of $360,000 (HOME Investment Partnership Program Funds) and $72,000 (Redevelopment Agency (RDA) 9% Set-Aside Funds) for a total allocation of $432,000 to Help of Southern Nevada to operate a tenant-based rental assistance program - All Wards

24. For possible action to approve allocation of $360,000 (HOME Investment Partnership Program Funds) and $72,000 (Redevelopment Agency (RDA) 9% Set-Aside Funds) for a total allocation of $432,000 to Catholic Charities to operate a tenant-based rental assistance program - All Wards

PLANNING - CONSENT

25. For possible action to approve the Funding Agreement for the 2012 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of $45,000 to complete the Phase III: Beverly Green Neighborhood Historic Resource Survey and Inventory, for the survey area generally bounded by East St. Louis Avenue, Santa Rosa Drive, East Sahara Avenue and South Sixth Street on the north, west, south and east respectively - Ward 3 (Coffin)

PLANNING - BUSINESS LICENSING CONSENT

26. For possible action to approve an Extension of a Temporary Alcohol Beverage Caterer License, Events with a Twist, LLC dba Events with a Twist, LLC, 233 South 4th Street, Jennifer Kay Colacion, Mgr 100% - Ward 3 (Coffin)

27. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, La Sierra Nevada, LLC dba La Sierra Mexican Restaurant, 2350 East Bonanza Road, Salvador Anaya, Mgr 50%, Maria Gloria Anaya, Mgr 50% - Ward 3 (Coffin)

28. For possible action to approve a New Beer/Wine/Cooler On-Sale License, Luis Alfredo Martinez Mendoza dba Las Pupusas Restaurant #5, 7450 West Cheyenne Avenue, Suites 108 & 109, Luis Alfredo Martinez Mendoza, Owner, 100% - Ward 4 (Anthony)

29. For possible action to approve a Change of Ownership for a Beer/Wine/Cooler On-Sale License (Non-Operational), FROM: Rosaritos Restaurant Inc., TO: Gladys Jacks dba Sun City Café, 9320 Sun City Boulevard Suite 101 (Non-Operational), Gladys Jacks, Owner 100% - Ward 4 (Anthony)

30. For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, FROM: Stoneys North Forty LLC, TO: Nevada Restaurant Services, Inc. dba Dotty's 73, 310 South Decatur Boulevard, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 1 (Tarkanian)

31. For possible action to approve a Change of Ownership for a Tavern License, FROM: Stoneys North Forty LLC, TO: Nevada Restaurant Services, Inc. dba Dotty's 73, 310 South Decatur Boulevard, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 1 (Tarkanian)

32. For possible action to approve a Change of Ownership for a Tavern License, FROM: M.M.I.G., Inc., TO: Nevada Restaurant Services, Inc. dba Dotty's #78, 3377 North Rancho Drive, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 6 (Ross)

33. For possible action to approve a New Non-Restricted Gaming Limited License subject to confirmation of the Nevada Gaming Commission, FROM: M.M.I.G. Inc., TO: Nevada Restaurant Services, Inc. dba Dotty's #78, 3377 North Rancho Drive, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 6 (Ross)

34. For possible action to approve a Change of Ownership for a Tavern License, FROM: Becker Gaming Group, TO: Sierra Gold Buffalo 4, LLC dba Sierra Gold, 2400 North Buffalo Drive, Suite 125, Golden Tavern Group, LLC, Managing Mmbr 100%, Golden Gaming, LLC, Managing Mmbr of Golden Tavern Group 100%, Blake Louis Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP - Ward 4 (Anthony)

35. For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, FROM: Becker Gaming Group, TO: Sierra Gold Buffalo 4, LLC dba Sierra Gold, 2400 North Buffalo Drive, Suite 125, Golden Tavern Group, LLC, Managing Mmbr 100%, Golden Gaming, LLC, Managing Mmbr of Golden Tavern Group 100%, Blake Louis Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP - Ward 4 (Anthony)

36. For possible action to approve a New Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, CN Acquisition Sub, Inc. dba CN Acquisition Sub, Inc. db at Binion's Gambling Hall & Hotel, 128 Fremont Street, CN Acquisition Sub, Inc., Operating Entity, 100%, Thomas Murphy, Secy, Dir, Neil Cooper, Pres, Treas, Dir, Jeffrey Siri, Key Employee, William Hill U.S. Holdco, Inc., Shareholder, 100% - Ward 5 (Barlow)

37. For possible action to approve a New Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, CN Acquisition Sub, Inc. dba CN Acquisition Sub, Inc. db at Four Queens Hotel & Casino, 202 Fremont Street, CN Acquisition Sub, Inc., Operating Entity, 100%, Thomas Murphy, Secy, Dir, Neil Cooper, Pres, Treas, Dir, Jeffrey Siri, Key Employee, William Hill U.S. Holdco, Inc., Shareholder, 100% - Ward 5 (Barlow)

38. For possible action to approve a New Restricted Gaming License, Red Card LLC dba Convenience Super Store, 8490 Westcliff Drive, Murray L. Petersen, Mgr, Mmbr 100% - Ward 2 (Beers)

39. For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Co. db at Two Sisters Supermarket/Dos Hermanas Super Mercado, 1000 North Rancho Drive, Robert Woodson, VP 0% - Ward 5 (Barlow)

40. For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Templeton Gaming Corporation (TGC) db at Dollar General Store 12830, 5991 West Cheyenne Avenue, Kenneth Templeton, Trustee, Dir, Pres, Secy, Teas 100% - Ward 5 (Barlow)

41. For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License, Western Hotel & Casino, LLC db at 899 Fremont Street, Anthony Santo, Pres, CEO 100% - Ward 5 (Barlow)

42. For possible action to approve an Extension of a Temporary Burglar Alarm License, Pro Link Contracting dba Pro Link Contracting, 2805 Jeffrey Pines Street, Mark Brantley, Pres, Dir 51%, Shari Brantley, Secy, Treas 49% - Ward 5 (Barlow)

43. For possible action to approve a Massage Establishment Ancillary License, Body Spa, Inc. dba Body Spa West, 8751 West Charleston Boulevard, Suite 295, Debra Ritchey, Pres 100% - Ward 2 (Beers)

44. For possible action to approve an Extension of a Temporary Secondhand Dealer Class I-A License, State Recycle Inc. dba Nevada State Recycle, 1816 Industrial Road, Unit 4, Andy Chen, Dir, Pres 40%, Attila Parajdi, Dir 24%, Attila D. Newman, Dir, Treas 18%, Zsolt F. Mate, Dir, Secy 18% - Ward 3 (Coffin)

45. For possible action to approve an Extension of a Temporary Secondhand Dealer Class I-A License, Ruda Barros dba Western Recycling, 2866 Highland Drive, Ruda Barros, Owner 100% - Ward 1 (Tarkanian)

46. For possible action to approve an Extension of a Temporary Secondhand Dealer Class II License, HBBH LLC dba Plato's Closet, 5643 Centennial Center Boulevard, Suite 105, Mark Sherman, Managing Mmbr 50%, Margaret Sherman, Managing Mmbr 50% - Ward 6 (Ross)

47. For possible action to approve a New Wholesale General License, Las Vegas Beer & Beverage Company LLC dba Las Vegas Beer & Beverage Company, 51 North Pecos Road, Suite 105, Amesh A. Patel, Managing Mmbr 100% - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

48. For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC13679) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to June 28, 2013 for the Lone Mountain Trail Pedestrian Safety Crossing Bridges project funded under the Southern Nevada Public Land Management Act (SNPLMA), located along the Lone Mountain Trail over the Lake Mead Boulevard and Cheyenne Boulevard - Wards 1 and 4 (Tarkanian and Anthony)

49. For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC14394) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to December 28, 2014, change the project scope and modify contract language for the Las Vegas Wash Trail Pedestrian Safety Crossing Bridges project funded under the Southern Nevada Public Lands Management Act (SNPLMA) located along the Las Vegas Wash at Lamb Boulevard and Charleston Boulevard - Ward 3 (Coffin)

50. For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC14118) between the City of Las Vegas and the Bureau of Land Management (BLM) to modify contract language for the Cultural Corridor Trail Pedestrian Crossing Bridge project funded under the Southern Nevada Public Lands Management Act (SNPLMA) located over Las Vegas Boulevard between Washington Avenue and McWilliams Avenue - Ward 5 (Barlow)

51. For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC12955) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to December 28, 2014 and modify contract language for the I-215 Beltway Trail Segments project funded under the Southern Nevada Public Lands Management Act (SNPLMA) located along the 215 Beltway between Charleston Boulevard and Alexander Road - Ward 4 (Anthony)

52. For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC14876) between the City of Las Vegas and the Bureau of Land Management (BLM) to increase funding in the amount of $500,000 and extend the contract date to December 28, 2014 for the Las Vegas Wash Trail Phase II project funded under the Southern Nevada Public Land Management Act (SNPLMA), located along the Las Vegas Wash between Lamb Boulevard and Washington Avenue and between Stewart Avenue and Charleston Boulevard ($500,000 - Park & Leisure Activities Capital Project Fund [CPF]) - Ward 3 (Coffin)

53. For possible action to approve Highway Agreement, a Cooperative (Local Public Agency) Agreement, between the City of Las Vegas and the State of Nevada Department of Transportation (NDOT) to provide Federal Congestion Mitigation and Air Quality (CMAQ) funding for design and construction of five (5) bus turnouts on Charleston Boulevard from Hualapai Way to I-15 ($450,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 2 and 5 (Tarkanian, Beers and Barlow)

54. For possible action to approve Highway Agreement, a Cooperative (Local Public Agency) Agreement, between the City of Las Vegas and the State of Nevada Department of Transportation (NDOT) to provide Federal Congestion Mitigation and Air Quality (CMAQ) funding for design and construction of the Buffalo Drive CMAQ Project, on Buffalo Drive from Sahara Avenue to Charleston Boulevard ($1,360,456 - Public Works Capital Project Fund [CPF]) - Wards 1 and 2 (Tarkanian and Beers)

55. For possible action to approve Amendment No. 2 to the Highway Agreement No. PR334-10-063 a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to change the scope of the project and increase project funding in the amount of $1,647,224 for the construction of landscaping improvements on D Street from Washington Avenue to Owens Avenue ($1,647,224 - Public Works Capital Project Fund [CPF]) - Ward 5 (Barlow)

RESOLUTIONS - CONSENT

56. R-42-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 SID Administration Special Revenue Fund (SRF) Budget in the amount of $3,000

57. R-43-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Debt Service Fund Budget in the amount of $6,460,000

58. R-44-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Capital Improvements Capital Projects Fund (CPF) in the amount of $13,213,150

59. R-45-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Green Building Capital Projects Fund (CPF) in the amount of $5,040,100

60. R-46-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Municipal Parking Enterprise Fund (EF) in the amount of $3,500,000

61. R-47-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Building and Safety Enterprise Fund (EF) in the amount of $500,000

62. R-48-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Automotive Operations Internal Service Fund (ISF) in the amount of $2,000,000

63. R-49-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 City Facilities Internal Service Fund (ISF) in the amount of $10,000,000

64. R-50-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Cemetery Operations Permanent Fund (PF) in the amount of $75,000

65. R-51-2012 - For possible action to approve a Resolution regarding the rental license agreement form to be utilized for the rental of certain facilities at City Hall located at 495 South Main Street, Las Vegas, Nevada, authorizing the City Manager to waive certain fees and further authorizing the City Manager to execute rental license agreement as required - All Wards

66. R-52-2012 - For possible action to approve a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Buffalo Drive between Whispering Sands Drive and Racel Street from 25 mph to 35 mph - Ward 6 (Ross)

67. R-53-2012 - For possible action to approve a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Grand Teton Drive between Buffalo Drive and Jones Boulevard from 25 mph to 35 mph - Ward 6 (Ross)

68. R-54-2012 - For possible action to approve a Resolution authorizing the donation of City-owned lighting equipment and fixtures to the Miracle League of Las Vegas, a non-profit organization located at 2200 Mesquite Way - Ward 1 (Tarkanian)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

69. Discussion for possible action to approve an Interlocal Agreement for Inmate Housing between the Cities of North Las Vegas and Las Vegas - All Wards

70. Discussion for possible action regarding the Ninth Amendment to Project Management and Consulting Agreement by and between City Parkway V, Inc., Office District Parking I, Inc., and Newland Real Estate Group, LLC to extend the term of the project management services through March 31, 2013 and reimburse Newland for their third-party expenses for parcels located in Symphony Park at the intersection of Grand Central Parkway and Bonneville Avenue ($928,487.61 - Symphony Park Capital Projects Fund, City Parkway V fund balance) - Ward 5 (Barlow)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

71. Report for possible action regarding development projects currently under contract or negotiation, other projects and to provide an overview of programs and initiatives - All Wards

72. Discussion for possible action regarding a Memorandum of Understanding (MOU) by and between the Nevada Development Authority (NDA) and the City of Las Vegas to develop a Regional Comprehensive Economic Development Strategy which will create a roadmap to diversify and strengthen the regional economy - All Wards

FIRE & RESCUE - DISCUSSION

73. Discussion for possible action to award a contract to ICMA Center for Public Safety Management for a comprehensive analysis of fire/EMS services for the City of Las Vegas in an amount not-to-exceed $145,000 with $10,000 for travel and presentation - All Wards

PLANNING - DISCUSSION

74. Report for possible action regarding an update on the Short-Term Residential Rental Ordinance - All Wards

PLANNING - BUSINESS LICENSING DISCUSSION

75. Discussion for possible action regarding an Appeal of a Work Card Denial for Katherine A. Moore db at Las Vegas Golf Club, 4300 West Washington Avenue - Ward 5 (Barlow)

76. Discussion for possible action regarding an Appeal of a Work Card Denial for Jacob Matthew Parker db at Larrys Hide Away, 3369 Thom Boulevard - Ward 6 (Ross)

77. Discussion for possible action regarding an Appeal of a Work Card Denial for Brian Matthew Poet db at Goodfellas Bar & Restaurant, 2801 North Tenaya Way, Suite A - Ward 6 (Ross)

78. Discussion for possible action regarding a Martial Arts Instruction License, Legacy Martial Arts, LLC dba Karate For Kids, 4840 East Bonanza Road, Suite 2, Elijah Kahoohuli Vincent Jr., Owner 100% - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

79. R-55-2012 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and 1213 S. Las Vegas Blvd., LLC, (Owner and CVIP Participant) located at 1213 South Las Vegas Boulevard, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-8-2012)]

BOARDS & COMMISSIONS - DISCUSSION

80. Discussion for possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2013

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

81. Bill No. 2012-27 - For Possible Action - Authorizes the reestablishment of certain types of nonconforming uses under specified circumstances. Sponsored by: Councilman Bob Coffin

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

82. Bill No. 2012-23 - Adopts an updated Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan. Proposed by: Flinn Fagg, Director of Planning

83. Bill No. 2012-24 - Repeals the Code chapter pertaining to the Master Plan of Streets and Highways and replaces it with a chapter pertaining to planned streets and highways. (TXT-40405) Proposed by: Flinn Fagg, Director of Planning

84. Bill No. 2012-25 - Adopts an updated Conservation Element of the Las Vegas 2020 Master Plan. Proposed by: Flinn Fagg, Director of Planning

85. Bill No. 2012-26 - Extends on a temporary basis the display periods for temporary special event signs. Sponsored by: Councilman Steven D. Ross

86. Bill No. 2012-28 - Adjusts the ward boundaries of the City in accordance with a redistricting plan. Proposed by: Bradford R. Jerbic, City Attorney

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.

87. Bill No. 2012-29 - Amends the Unified Development Code to consolidate land uses, streamline zoning requirements, and clarify zoning and development standards. (TXT-44511) Sponsored by: Councilman Steven D. Ross

88. Bill No. 2012-30 - Amends the Supplemental Document to the City's Administrative Code to increase the number of members of the Board of Appeals from eight to nine. Sponsored by: Mayor Carolyn G. Goodman

89. Bill No. 2012-31 - Annexation No. ANX-44087 – Property location: located on the northwest corner of Vegas Drive and Michael Way; Petitioned by: AE Trust; Acreage: 0.39 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

90. Bill No. 2012-32 - Amends the Unified Development Code to reduce the on-site parking requirement for the use "Taxicab/Limo Yard." (TXT- 44522) Sponsored by: Councilman Ricki Y. Barlow

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

91. 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

92. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1123 Chapman Drive for fees in the amount of $2,861 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,511. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O MARY LOU CLEMMONS, L P - Ward 3 (Coffin)

93. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,853.50 in out of pocket costs, $1,450 in failed inspection civil penalties and $38,050 in daily civil penalties for a total of $42,353.50 recorded against the property located at 231 North 11th Street. PROPERTY OWNER: MYTHIC MANAGEMENT LLC - Ward 5 (Barlow)

PLANNING

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

PLANNING - CONSENT

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

94. EOT-45197 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: URBAN LOFTS XIV, LTD - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-11723) TO ALLOW 11,627 SQUARE FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

95. EOT-45198 - EXTENSION OF TIME RELATED TO EOT-45197 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: URBAN LOFTS XIV, LTD - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11728) FOR A PROPOSED 85-LOT SINGLE FAMILY DEVELOPMENT on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

96. EOT-45200 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: A&M LAKE MEAD, LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-37566) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

PLANNING - DISCUSSION

97. SDR-44908 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: THE BOYER COMPANY - OWNER: CITY PARKWAY V, INC. - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 38-BED, 33,515 SQUARE-FOOT CONVALESCENT CARE FACILITY/NURSING HOME AND A WAIVER TO ALLOW A ZERO LANDSCAPE BUFFER ALONG A PORTION OF THE EAST PERIMETER WHERE EIGHT FEET IS REQUIRED on a 2.7-acre portion of a 8.49-acre lot adjacent to the east side of Tenaya Way, approximately 370 feet north of Peak Drive (APN 138-15-612-012), C-PB (Planned Business Park) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

SET DATE

98. 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

99. 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

100. 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, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

SUBJECT:
INVOCATION – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CHARITY WORK OF LAS VEGAS FLIGHTLINEZ

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF FLASH FLOOD AWARENESS MONTH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

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

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 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

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of regular City Council meeting of June 6, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve an Interlocal Agreement between the City of Las Vegas, Clark County, the Las Vegas Metropolitan Police Department, the City of Henderson and the City of North Las Vegas to implement Shared Computer Operations for Protection and Enforcement II (SCOPE II) for Fiscal Year 2013 (Total funding not to exceed: $80,118 - Detention & Enforcement Capital Project Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 80,118
Funding Source: Detention & Enforcement Capital Project Fund
Dept./Division: Detention & Enforcement

PURPOSE/BACKGROUND:
The Interlocal Agreement for Fiscal Year (FY) 2013 provides for implementation of SCOPE II to replace the original SCOPE application and the Wanted Vehicle System (WVS). The SCOPE II application is a criminal history repository and a vehicle history system that will be shared among the law enforcement agencies in the Las Vegas Valley. Clark County will lead the implementation on behalf of all of the local agencies. As indicated in the FY2013 Interlocal Agreement, the City of Las Vegas will pay, as it did last year, a 6% share ($80,118) of the total FY2013 financial obligation of $1,344,901.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN
THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT,
THE COUNTY OF CLARK, THE CITY OF LAS VEGAS, THE CITY OF HENDERSON,
AND THE CITY OF NORTH LAS VEGAS
REGARDING FUNDING THE REPLACEMENT OF THE SHARED COMPUTER
OPERATIONS FOR PROTECTION & ENFORCEMENT (SCOPE) SYSTEM,
PHASES 0 THROUGH 3

This Interlocal Agreement is hereby made and entered into on this _____ day of _____, 2012 by and among the Las Vegas Metropolitan Police Department, a law enforcement agency serving the combined jurisdictional boundaries of the County of Clark and the City of Las Vegas, and the Cities of Las Vegas, Henderson, and North Las Vegas, and the County of Clark, each a political subdivision of the state of Nevada, hereinafter referred to individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS the Shared Computer Operations for Protection and Enforcement (SCOPE) system was established in 1968 as Nevada's first criminal history repository of arrests, convictions, sex offender registry, probation and parole, warrants, incidents of missing persons, dead bodies, homicides, and citations; and evolved to house non-criminal information including work card, business licensing, carrying concealed weapon applications, protection orders, mental petition orders, and family court writs; and

WHEREAS the Wanted Vehicle System (WVS) was established in 1983 as Nevada's only system to contain information on stolen and recovered vehicles, vehicles used in the commission of a felony, bait vehicles, police impounds, private tows and repossessions, seized vehicles, hit and run suspect vehicles, lost/stolen license plates, contact messages and missing adults and juveniles associated with vehicles; and

WHEREAS the SCOPE application was written in an archaic computer assembler language and WVS was written in a 50-year-old third generation programming language that is facing imminent retirement, these systems can no longer meet the information sharing demands that are required of a pliable, efficient, and effective crime fighting tool; and

WHEREAS SCOPE cannot be modified to meet the needs of the criminal justice personnel that use the system because the technology resources to support SCOPE are no longer available and where technology resources for WVS are difficult to find and institutions of higher education are no longer teaching those skills; and

WHEREAS over 80 Federal, State, Local and Tribal law enforcement and justice agencies heavily rely on SCOPE and WVS as an integral part of the process of identifying, apprehending, detaining, prosecuting and incarcerating criminals; and

WHEREAS the Clark County Information Technology (CCIT) department has provided maintenance support of the SCOPE and WVS systems and has led the initiative for their replacement; and

WHEREAS grant funds have been obtained to develop a justice information sharing system (SCOPE II) as a replacement for the SCOPE and WVS systems; and

WHEREAS the RFP evaluation and vendor selection was conducted under the guidance and support of the steering committee that consists of primary users of the current SCOPE and WVS systems from the parties as well as the Nevada Department of Public Safety; and

WHEREAS the SCOPE II system meets current business requirements in regards to a justice information sharing system and a vendor (Analyst International Corporation) has been contracted to implement the SCOPE II system utilizing a custom solution that includes Microsoft technologies as well as various other known 3rd party technologies; and

WHEREAS the anticipated total of replacement, support, and maintenance costs for the SCOPE II system exceed the amount of available grant funds; and

WHEREAS the five (5) largest users of the SCOPE and WVS systems are the Las Vegas Metropolitan Police Department, Clark County, and the cities of Las Vegas, Henderson, and North Las Vegas; and

WHEREAS CCIT has provided and will continue to provide technology services and staff to manage the SCOPE II project as well as the maintenance and operation of the SCOPE II system as defined in Exhibit C (Service Level Agreement Between CCIT & SCOPE II Project Agencies);

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. The services to be performed shall be specifically described herein, and this agreement incorporates the following attachments:

Exhibit A:	FY13 Cost Allocations
Exhibit B-1:	SCOPE Replacement & Maintenance FY13 Total Cost Summary
Exhibit B-2:	SCOPE Replacement & Maintenance FY13 Total Cost By Agency
Exhibit B-3:	"Big 5" FY13 Total Cost Allocations
Exhibit C:	Byrne JAG Contributions
Exhibit D:	Service Level Agreement (SLA)

2. Phase 0 of the SCOPE II project includes the project initiation, SCOPE system requirements definition, design releases, and a baseline implementation plan; and

3. Phase 1 of the SCOPE II project will include the test plan, training materials, SCOPE data migration, initial SCOPE II system pre-production releases, SCOPE II system data source integration, the initial SCOPE II system "go live", and a year of Tier 2 vendor support; and

4. Phase 2 of the SCOPE II project will include the WVS replacement system requirements definition, design, implementation plan, test plan, training materials, WVS data migration, the SCOPE II system "go live", SCOPE II system enhancements test plan and training materials, SCOPE II system enhancement releases, and a year of Tier 2 vendor support along with internal support transition to CCIT; and

5. Phase 3 of the SCOPE II project will include interfaces and customizations, test plan, training materials, data source integrations, and a year of Tier 2 vendor support along with internal support transition to CCIT; and

6. The Clark County IT and Finance departments are managing the replacement and associated finances of the SCOPE II system, respectfully; and

7. The Clark County Finance department will utilize specific SAP software project codes to isolate and identify all financial activity associated with the SCOPE II system as done currently; and

8. CCIT will continue to provide technology services and staff to manage the SCOPE II project as well as the maintenance and operation of the SCOPE II system as defined in Exhibit D (Service Level Agreement Between CCIT & SCOPE II Project Agencies);

9. The core hardware and software associated with the SCOPE II project will be located within the Clark County IT Operations Center facility; and

10. Support and maintenance is planned to be both in-house (i.e. Clark County) and contracted (Analyst International, Inc. and other 3rd-party technology support vendors); and

11. Clark County will invoice the respective parties on a quarterly basis for all actual project expenditures that occur from July 1, 2012 through June 30, 2013 under the cost sharing model as specified per agency in Exhibit A (Cost Allocations). The invoices will detail any amounts expended for the purpose of supporting the SCOPE II project, will be supported by proper evidence of the amounts paid, and will be due upon receipt.

12. The total amounts billed to each agency not to exceed the amount specified per agency in Exhibit A as determined by the estimated costs and cost sharing model detailed in Exhibits B-1 through B-3 (attached) unless the additional costs have been expressly approved in writing by all of the parties.

13. Should any additional agencies be added to this interlocal prior to its expiration, Exhibit A (Cost Allocations) will be amended to reallocate costs proportionately based on the methodology currently employed under Exhibit B-3 ("Big 5" FY13 Total Cost Allocations).

14. It is recognized that recommended allocations from the Byrne Justice Assistance Grant (JAG) were established as part of the local solicitation that included Clark County, the City of Las Vegas, the City of Henderson, and the City of North Las Vegas. Due to the SCOPE II project's consideration as a project of regional importance, those eligible agencies voluntarily waived their recommended allocations in order to partially fund the overall cost of the SCOPE II project. As such, their recommended allocations will be, as part of this Agreement and as memorialized in the approved Byrne JAG interlocal, recognized as a contribution toward the costs of the project. Exhibit "C" defines the portions of the Byrne JAG allocations attributed to each respective agency in funding the SCOPE II project.

15. All non-grant supported expenditures incurred and revenues received from the parties will be accounted for by Clark County with a project code (via the assignment of an SAP internal order number) unique to the SCOPE II project.

16. This agreement will commence upon execution by the parties and continue until all payments due hereunder have been received and the County is fully reimbursed in accordance with this Agreement.

17. On or before December 31, 2012, the SCOPE II Steering Committee will evaluate the status of the project and the estimated costs to complete Phases 0, 1, and 2 of the project, as well as whether to proceed with Phase 3 of the project in FY14.

18. This agreement will either be extended and amended to include projected FY14 costs or replaced with an Agreement to share anticipated costs among all entities utilizing the SCOPE II system. All participating agencies will review the agreement on April 1st of each year to begin discussions regarding the extension or amendment of the agreement effective the following July 1st.

19. Billing for usage of the current SCOPE system will continue per current agreements until which time a party no longer utilizes that system.

20. Any notice or other communication required under this Agreement (hereinafter referred to as "Notices") shall be in writing and either personally delivered or delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below:

To Las Vegas Metropolitan Police Department:	Las Vegas Metropolitan Police Dept. 400 S. Martin Luther King Boulevard Las Vegas, NV 89106 Attn: Director, Office of Finance/Budget Section
To Clark County:	Clark County PO Box 551212 500 S. Grand Central Pkwy. Las Vegas, NV 89155-1111 Attn: County Manager's Office
To City of Las Vegas:	City of Las Vegas 495 S. Main Street Las Vegas, NV 89101 Attn: Orlando Sanchez, Deputy City Manager
To City of Henderson:	City of Henderson City Hall 240 Water Street P.O. Box 95050 MSC 211 Henderson, NV 89009-5050
To City of North Las Vegas:	City of North Las Vegas 2200 Civic Center Drive Lake Mead Boulevard North Las Vegas, NV 89030 Attn: Asst. Director Police Services

Any party may change its address by giving notice in writing to the others so that, thereafter, notices, demands and other correspondence shall be addressed and transmitted to the new

address. Notices given in the manner described above shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

21. No party shall assign this Agreement without first obtaining the prior written consent of the others.

22. This Agreement may not be amended or modified without consent by the governing body of each party except by a written instrument executed by the parties hereto.

23. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

24. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

25. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

26. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

27. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

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

Las Vegas Metropolitan Police Department

By: _____
Douglas Gillespie, Sheriff

Attest:

By: _____
Annamarie Robinson, LVMPD
Fiscal Affairs Committee Clerk

Approved as to form:

By: _____
Liesl Freedman, LVMPD
General Counsel

Board of County Commissioners
Clark County, Nevada

By: _____
Susan Brager, Chair

Attest:

By: _____
Diana Alba, County Clerk

Approved as to form only:
Steven B. Wolfson, District Attorney

By: _____
Steven Sweikert,
Deputy District Attorney

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest:

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form:

By: Robert S. Sylvain 6-6-12
Robert S. Sylvain
Deputy City Attorney

City of Henderson

By: _____
Andy A. Hafen, Mayor

By: _____
James White, Interim Chief of Police

Attest:

By: _____
Sabrina Mercadante, CMC
City Clerk

Approved as to form:

By: _____
Josh M. Reid, City Attorney

City of North Las Vegas

By: _____
Shari L. Buck, Mayor

Attest:

By: _____
Karen L. Storms, CMC
City Clerk

Approved as to form:

By: _____
Jeffrey F. Barr, City Attorney

EXHIBIT A - FY13 COST ALLOCATIONS

	FY13 Allocation Estimates		
	Replacement	Operating	Total
Estimate	$ 3,177,703	$ -	$ 3,177,703
Less Grant/Capital	$ 1,832,802	$ -	$ 1,832,802
Balance	**$ 1,344,901**	**$ -**	**$ 1,344,901**

Big 5 Agencies Portion - Breakout	Replacement	Operating	Total	% Resp.
Clark County	$ 341,621	$ -	$ 341,621	25.4%
Las Vegas Metropolitan Police Department	$ 638,292	$ -	$ 638,292	47.5%
City of Henderson	$ 147,232	$ -	$ 147,232	10.9%
City of Las Vegas	$ 80,118	$ -	$ 80,118	6.0%
City of North Las Vegas	$ 137,638	$ -	$ 137,638	10.2%
Total	**$ 1,344,901**	**$ -**	**$ 1,344,901**	**100.0%**

EXHIBIT B-1: SCOPE Replacement & Maintenance FY13 Total Cost Summary

SCOPE Replacement & Maintenance Total Cost Summary - Not Incl. Phases 2C & 3

		FY10	FY11	FY12	FY13	FY14	FY15	Total Costs
1								
2	AIC & Other Professional Services	$ 47,400	$ 248,727	$ 1,439,207	$ 2,663,850	$ 461,422	$ 343,922	$ 5,204,528
3	Independent Project Review							$ -
4	Independent Architectural Review			$ -				$ -
5	Hardware	$ 208,395	$ 68,468	$ 573,365	$ 30,000	$ 48,000		$ 928,229
6	Hardware Maintenance				$ 52,918	$ 81,563	$ 91,508	$ 225,989
7	Software	$ 84,519	$ 91,191	$ 834,249	$ 167,504			$ 1,177,463
8	Software - Maintenance			$ 70,124	$ 160,846	$ 162,552	$ 162,552	$ 556,074
9	**Other**							
10	Facility	$ 8,072						$ 8,072
11	Supplies					$ 40,000	$ 40,000	$ 80,000
12	**Staffing & Equipment**							
13	Internal Resources	$ 206,002	$ 666,216	$ 859,960	$ 803,920	$ 653,334	$ 653,334	$ 3,842,766
14	Overtime							$ -
15	Training			$ 67,860	$ 24,020	$ 9,250	$ 9,250	$ 110,380
16	Supplies		$ 340	$ 20,000				$ 20,340
17	Project Contingency							$ -
18	Maintenance Contingency				$ 70,124	$ 145,612	$ 130,057	$ 345,793
	Total	**$ 554,388**	**$ 1,074,942**	**$ 3,864,765**	**$ 3,973,182**	**$ 1,601,733**	**$ 1,430,623**	**$ 12,499,633**
	Grant/IT Capital Funded	$ 348,386	$ 408,726	$ 2,934,681	$ 1,832,802	$ -	$ -	$ 5,524,596
	Interlocal/Clark County Absorbed	**$ 206,002**	**$ 666,216**	**$ 859,960**	**$ 763,088**	**$ -**	**$ -**	**$ 2,495,266**
	Unfunded Difference	**$ -**	**$ -**	**$ 70,124**	**$ 1,377,292**	**$ 1,601,733**	**$ 1,430,623**	**$ 4,479,771**

Memo: IT Capital Allocated/Grants Awarded		FY10+11 Actuals	FY12 Est.	Balance
HSGP	$ 248,727	$ 248,727		$ -
IT Capital	$ 134,272	$ 40,400	$ 93,872	$ -
JAG	$ 808,377	$ 121,019	$ 687,358	$ -
ARRA	$ 2,000,000	$ 346,966	$ 1,163,134	$ 489,900
Reid Fed Appr	$ 1,000,000			$ 1,000,000
Berkley Fed Appr	$ 300,000		$ 300,000	$ -
JAG FY10 - State	$ 300,000		$ 300,000	$ -
JAG FY10 - Clark County (CRM)	$ 468,678		$ 390,318	$ 78,360
JAG FY10 - Henderson	$ 66,447			$ 66,447
JAG FY10 - North Las Vegas	$ 198,095			$ 198,095
	$ 5,524,596	**$ 757,113**	**$ 2,934,681**	**$ 1,832,802**

FY13 Unfunded Difference Consists Of:		*Memo:* Operating Interlocal Eligible
Professional Services	$ 1,052,572	$ 20,000
Software/Hardware Maint.	$ 213,764	$ 213,764
Internal Resources	$ 40,832	$ 205,920
Maintenance Contingency	$ 70,124	
TOTAL	**$ 1,377,292**	**$ 439,684**

NOTE: *Unfunded difference will be offset by fees assessed to all users per the forthcoming operating interlocal once core SCOPE is functional (likely to be prorated in FY13).*

6 Mths Oper. Interlocal Rev.
$ 795,479

FY13 Interlocal Funding Req'd	$ 1,344,901

EXHIBIT B-2: SCOPE Replacement & Maintenance Total Cost By Agency

	Memo: FY13 Replacement & Maintenance Cost MTG Model	Agency Participation - ESTIMATES						Replacement & Maint $ 3,973,182									
		Total FTEs	FT Users	PT Users	Other FTEs	Total % AP Usage Area	Total Cost AP Usage Area	Interface Data Elements	Total % IDE Usage Area	Total Cost IDE Usage Area	Data Contribution	Total % DC Usage Area	Total Cost DC Usage Area	Customization Needs	Total % CN Usage Area	Total Cost CN Usage Area	TOTAL AGENCY REPLACEMENT COST
1	Boulder City PD	62	2	58	2	0.8%	$ 19,555	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 12,129
2	Clark County Public Defender	170	80	81	9	2.0%	$ 52,497	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 55,441
3	Clark County Juvenile Justice	392	10	13	369	0.4%	$ 9,895	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 12,839
4	Nellis Air force Base2	4,000	-	19	3,981	1.2%	$ 32,121	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 35,065
5	Clark County Park Police	23	-	19	4	0.2%	$ 6,214	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 9,158
6	Nevada DPS Civil Name Check Program (a.k.a Casino Projec	2	1	1	-	0.0%	$ 651	2	3.3%	$ 26,226	0	0.1%	$ (546)	2	4.4%	$ 43,566	$ 69,897
7	Nevada Division of Investigation	95	55		40	0.7%	$ 18,174	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 21,118
8	Nevada DPS Brady Handgun Program	10	9	1	-	0.1%	$ 3,257	2	3.3%	$ 26,226	0	0.1%	$ (546)	2	4.4%	$ 43,566	$ 72,502
9	Nye County Sheriff's Office	182	23	9	150	0.4%	$ 11,400	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 14,343
10	US Dept of Interior Bureau of Land Management	29	-	19	10	0.2%	$ 6,254	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 9,197
11	Clark County Coroner	150	-	16	134	0.2%	$ 6,084	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 9,028
12	Clark County Fire Department	726	-	7	719	0.3%	$ 6,964	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 9,907
13	US Internal Revenue Service	30		12	18	0.2%	$ 4,026	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 6,969
14	Clark County Special Public Defender	27	5	5	17	0.1%	$ 3,368	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 6,312
15	Nevada Division of Wildlife Law Enforcement	45	5	-	40	0.1%	$ 1,889	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 4,833
16	Las Vegas Paiute Police Department	17	4		13	0.1%	$ 1,387	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 4,331
17	Henderson Constable - CC	10	-	2	8	0.0%	$ 704	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 3,647
18	Lincoln County Sheriffs Office	33	-	7	26	0.1%	$ 2,449	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 5,393
19	Clark County Courts	750	2	300	448	3.9%	$ 101,281	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	2	4.4%	$ 43,566	$ 183,122
20	CCDC	1,151	20	180	951	2.8%	$ 71,336	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	5	11.0%	$ 108,914	$ 218,525
21	CC School District PD	172	-	147	25	1.9%	$ 48,041	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 40,615
22	District Attorney	356	3	177	176	2.3%	$ 59,773	2	3.3%	$ 26,226	2	2.7%	$ (10,915)	2	4.4%	$ 43,566	$ 118,649
23	FBI	450	-	400	50	5.1%	$ 130,607	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 123,181
24	Federal Public Defender	20	-	10	10	0.1%	$ 3,322	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 6,266
25	Henderson Muni Court	60	-	38	22	0.5%	$ 12,520	2	3.3%	$ 26,226	2	2.7%	$ (10,915)	2	4.4%	$ 43,566	$ 71,396
26	Henderson PD	400	70	315	15	4.9%	$ 125,494	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	5	11.0%	$ 108,914	$ 272,683
27	Henderson JC	21	-	8	13	0.1%	$ 2,690	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	2	4.4%	$ 43,566	$ 84,532
28	Lake Mead Recreation Area	250	-	-	250	0.1%	$ 1,629	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 4,572
29	Las Vegas Constable	30	-	30	-	0.4%	$ 9,771	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 2,345
30	LV Detention and Enforcement	425	48	21	356	1.0%	$ 24,793	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	2	4.4%	$ 43,566	$ 106,634
31	LVMPD	4,518	415	3,705	398	52.1%	$ 1,344,491	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	5	11.0%	$ 108,914	$ 1,491,681
32	LV Muni Court	150	-	65	85	0.8%	$ 21,724	2	3.3%	$ 26,226	2	2.7%	$ (10,915)	2	4.4%	$ 43,566	$ 80,600
33	Mesquite PD	310	9	266	35	3.5%	$ 89,796	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 82,371
34	NV DMV	30	-	5	25	0.1%	$ 1,791	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 4,735
35	NV Parole and Probation	250	-	200	50	2.5%	$ 65,466	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 58,041
36	NHP	533	-	224	309	2.9%	$ 74,970	5	8.3%	$ 65,564	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 131,797
37	NLV Muni Court	40	-	20	20	0.3%	$ 6,644	2	3.3%	$ 26,226	2	2.7%	$ (10,915)	2	4.4%	$ 43,566	$ 65,520
38	NLVPD	800	25	300	475	4.2%	$ 108,948	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	5	11.0%	$ 108,914	$ 256,138
39	NLV JC	22	-	9	13	0.1%	$ 3,016	5	8.3%	$ 65,564	5	6.9%	$ (27,288)	2	4.4%	$ 43,566	$ 84,857
40	Sparks PD	129	-	-	129	0.0%	$ 840	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 3,784
41	State Contractor's Board	70	-	15	55	0.2%	$ 5,244	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 8,188
42	State Gaming Control Board	500	2	100	398	1.4%	$ 35,814	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 28,389
43	Taxi Cab Authority	60	-	15	45	0.2%	$ 5,179	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 8,122
44	UNLV PD	44	-	15	29	0.2%	$ 5,074	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	2	4.4%	$ 43,566	$ 39,036
45	US Treasury ATF	35	-	25	10	0.3%	$ 8,208	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 11,152
46	US DHS ICE & CBP	45	-	25	20	0.3%	$ 8,273	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 847
47	US DEA	20	-	10	10	0.1%	$ 3,322	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 6,266
48	US Marshal Office	40	-	27	13	0.3%	$ 8,879	0	0.2%	$ 1,311	2	2.7%	$ (10,915)	0	0.2%	$ 2,178	$ 1,453
49	US Pretrial	20	-	5	15	0.1%	$ 1,726	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 4,670
50	US Probation	20	-	10	10	0.1%	$ 3,322	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 6,266
51	US Secret Service	15	-	5	10	0.1%	$ 1,694	0	0.2%	$ 1,311	0	0.1%	$ (546)	0	0.2%	$ 2,178	$ 4,637
	SUM	17,739	788	6,941	10,010	100%	$ 2,582,568	61	100.0%	$ 794,636	73	100%	$ (397,318)	46	100%	$ 993,296	$ 3,973,182

AP Usage %	65.0%
IDE Usage %	20.0%
DC Usage %	-10.0%
CN Usage %	25.0%

AP = *Agency Participation*
IDE = *Interface Data Elements Used*
DC = *Data Contribution*
CN = *Customization Needs*

EXHIBIT B-3: "Big 5" FY13 Total Cost Allocations

$ 1,344,901

Big 5 - FY13 Replacement & Maintenance Cost Distribution				Replacement Cost spread amongst all known user agencies					Small Agency cost distributed to Large Agencies					Large Agencies absorbing the cost of Smaller Agencies					
Jurisdiction	Combined Cost	% of Replace	Replacement Costs less Grants/IT Capital	FY10	FY11	FY12	FY13	FY14	Small Agency Cost	Distribute	% of Large Agency Total	Large Agency Cost	Large Agency Adjusted	FY10	FY11	FY12	FY13	FY14	Totals
Total	$ 3,522,115	100%	$ 1,344,901	$ -	$ -	$ -	$ 1,344,901	$ -	$ 281,008	281,008	100%	$ 1,063,893	$ 1,344,901	$ -	$ -	$ -	$ 1,344,901	$ -	$ 1,344,901
Clark County	$ 707,726	20.09%	$ 270,241	$ -	$ -	$ -	$ 270,241	$ -		71,379	25.4%	$ 270,241	$ 341,621	$ -	$ -	$ -	$ 341,621	$ -	$ 341,621
1 CCDC	$ 193,716	5.50%	$ 73,969	$ -	$ -	$ -	$ 73,969	$ -						$ -	$ -	$ -	$ 93,507	$ -	$ 93,507
2 Clark County Coroner	$ 8,003	0.23%	$ 3,056	$ -	$ -	$ -	$ 3,056	$ -						$ -	$ -	$ -	$ 3,863	$ -	$ 3,863
3 Clark County Courts	$ 162,333	4.61%	$ 61,986	$ -	$ -	$ -	$ 61,986	$ -						$ -	$ -	$ -	$ 78,358	$ -	$ 78,358
4 Clark County Fire Dep	$ 8,783	0.25%	$ 3,354	$ -	$ -	$ -	$ 3,354	$ -						$ -	$ -	$ -	$ 4,240	$ -	$ 4,240
5 Clark County Juvenile	$ 11,381	0.32%	$ 4,346	$ -	$ -	$ -	$ 4,346	$ -						$ -	$ -	$ -	$ 5,494	$ -	$ 5,494
6 Clark County Park Poli	$ 8,118	0.23%	$ 3,100	$ -	$ -	$ -	$ 3,100	$ -						$ -	$ -	$ -	$ 3,919	$ -	$ 3,919
7 Clark County Public Dc	$ 49,147	1.40%	$ 18,767	$ -	$ -	$ -	$ 18,767	$ -						$ -	$ -	$ -	$ 23,723	$ -	$ 23,723
8 Clark County Special P	$ 5,595	0.16%	$ 2,136	$ -	$ -	$ -	$ 2,136	$ -						$ -	$ -	$ -	$ 2,701	$ -	$ 2,701
9 District Attorney	$ 105,179	2.99%	$ 40,162	$ -	$ -	$ -	$ 40,162	$ -						$ -	$ -	$ -	$ 50,770	$ -	$ 50,770
10 District Attorney Fami	$ -	0.00%	$ -	$ -	$ -	$ -	$ -	$ -						$ -	$ -	$ -	$ -	$ -	$ -
11 Henderson Constable	$ 3,233	0.09%	$ 1,235	$ -	$ -	$ -	$ 1,235	$ -						$ -	$ -	$ -	$ 1,561	$ -	$ 1,561
12 Henderson JC	$ 74,935	2.13%	$ 28,614	$ -	$ -	$ -	$ 28,614	$ -						$ -	$ -	$ -	$ 36,171	$ -	$ 36,171
13 Las Vegas Constable	$ 2,079	0.06%	$ 794	$ -	$ -	$ -	$ 794	$ -						$ -	$ -	$ -	$ 1,004	$ -	$ 1,004
14 NLV JC	$ 75,224	2.14%	$ 28,724	$ -	$ -	$ -	$ 28,724	$ -						$ -	$ -	$ -	$ 36,311	$ -	$ 36,311
LVMPD	$ 1,322,332	37.54%	$ 504,925	$ -	$ -	$ -	$ 504,925	$ -		133,387	47.5%	$ 504,925	$ 638,292	$ -	$ -	$ -	$ 638,292	$ -	$ 638,292
15 Clark County 61.4% of	$ 811,912	23.05%	$ 310,024	$ -	$ -	$ -	$ 310,024	$ -						$ -	$ -	$ -	$ 391,911	$ -	$ 391,911
16 CLV 38.6% of LVMPD	$ 510,420	14.49%	$ 194,901	$ -	$ -	$ -	$ 194,901	$ -						$ -	$ -	$ -	$ 246,381	$ -	$ 246,381
City of Henderson	$ 305,016	8.66%	$ 116,469	$ -	$ -	$ -	$ 116,469	$ -		30,763	10.9%	$ 116,469	$ 147,232	$ -	$ -	$ -	$ 147,232	$ -	$ 147,232
17 Henderson Muni Cour	$ 63,290	1.80%	$ 24,167	$ -	$ -	$ -	$ 24,167	$ -						$ -	$ -	$ -	$ 30,550	$ -	$ 30,550
18 Henderson PD	$ 241,726	6.86%	$ 92,302	$ -	$ -	$ -	$ 92,302	$ -						$ -	$ -	$ -	$ 116,682	$ -	$ 116,682
City of Las Vegas	$ 165,978	4.71%	$ 63,378	$ -	$ -	$ -	$ 63,378	$ -		16,740	6.0%	$ 63,378	$ 80,118	$ -	$ -	$ -	$ 80,118	$ -	$ 80,118
19 LV Detention and Enfo	$ 94,528	2.68%	$ 36,095	$ -	$ -	$ -	$ 36,095	$ -						$ -	$ -	$ -	$ 45,629	$ -	$ 45,629
20 LV Muni Court	$ 71,450	2.03%	$ 27,283	$ -	$ -	$ -	$ 27,283	$ -						$ -	$ -	$ -	$ 34,489	$ -	$ 34,489
City of North Las Vegas	$ 285,141	8.10%	$ 108,880	$ -	$ -	$ -	$ 108,880	$ -		28,759	10.2%	$ 108,880	$ 137,638	$ -	$ -	$ -	$ 137,638	$ -	$ 137,638
21 NLVPD	$ 227,059	6.45%	$ 86,701	$ -	$ -	$ -	$ 86,701	$ -						$ -	$ -	$ -	$ 109,602	$ -	$ 109,602
22 NLV Muni Court	$ 58,082	1.65%	$ 22,178	$ -	$ -	$ -	$ 22,178	$ -						$ -	$ -	$ -	$ 28,036	$ -	$ 28,036
State-DPS	$ 313,240	8.89%	$ 119,609	$ -	$ -	$ -	$ 119,609	$ -	$ 119,609										
23 Nevada Division of Inv	$ 18,721	0.53%	$ 7,149	$ -	$ -	$ -	$ 7,149	$ -											
25 Nevada DPS Brady Ha	$ 64,271	1.82%	$ 24,542	$ -	$ -	$ -	$ 24,542	$ -											
26 Nevada DPS Civil Nam	$ 61,962	1.76%	$ 23,660	$ -	$ -	$ -	$ 23,660	$ -											
27 NHP	$ 116,835	3.32%	$ 44,613	$ -	$ -	$ -	$ 44,613	$ -											
29 NV Parole and Probati	$ 51,451	1.46%	$ 19,646	$ -	$ -	$ -	$ 19,646	$ -											
State-Other	$ 118,714	3.37%	$ 45,330	$ -	$ -	$ -	$ 45,330	$ -	$ 45,330										
24 Nevada Division of Wi	$ 4,284	0.12%	$ 1,636	$ -	$ -	$ -	$ 1,636	$ -											
28 NV DMV	$ 4,198	0.12%	$ 1,603	$ -	$ -	$ -	$ 1,603	$ -											
30 Taxi Cab Authority	$ 7,200	0.20%	$ 2,749	$ -	$ -	$ -	$ 2,749	$ -											
31 CC School District PD	$ 36,004	1.02%	$ 13,748	$ -	$ -	$ -	$ 13,748	$ -											
32 UNLV PD	$ 34,604	0.98%	$ 13,213	$ -	$ -	$ -	$ 13,213	$ -											
33 State Contractor's Boa	$ 7,258	0.21%	$ 2,771	$ -	$ -	$ -	$ 2,771	$ -											
34 State Gaming Control	$ 25,166	0.71%	$ 9,610	$ -	$ -	$ -	$ 9,610	$ -											
Federal	$ 195,506	5.55%	$ 74,653	$ -	$ -	$ -	$ 74,653	$ -	$ 74,653										
35 FBI	$ 109,197	3.10%	$ 41,696	$ -	$ -	$ -	$ 41,696	$ -											
36 Federal Public Defend	$ 5,555	0.16%	$ 2,121	$ -	$ -	$ -	$ 2,121	$ -											
37 Lake Mead Recreation	$ 4,053	0.12%	$ 1,548	$ -	$ -	$ -	$ 1,548	$ -											
38 Nellis Air force Base2	$ 31,084	0.88%	$ 11,869	$ -	$ -	$ -	$ 11,869	$ -											
39 US DEA	$ 5,555	0.16%	$ 2,121	$ -	$ -	$ -	$ 2,121	$ -											
40 US Dept of Interior Bu	$ 8,153	0.23%	$ 3,113	$ -	$ -	$ -	$ 3,113	$ -											
41 US DHS ICE & CBP	$ 751	0.02%	$ 287	$ -	$ -	$ -	$ 287	$ -											
42 US Internal Revenue S	$ 6,178	0.18%	$ 2,359	$ -	$ -	$ -	$ 2,359	$ -											
43 US Marshal Office	$ 1,288	0.04%	$ 492	$ -	$ -	$ -	$ 492	$ -											
44 US Pretrial	$ 4,140	0.12%	$ 1,581	$ -	$ -	$ -	$ 1,581	$ -											
45 US Probation	$ 5,555	0.16%	$ 2,121	$ -	$ -	$ -	$ 2,121	$ -											
46 US Secret Service	$ 4,111	0.12%	$ 1,570	$ -	$ -	$ -	$ 1,570	$ -											
47 US Treasury ATF	$ 9,886	0.28%	$ 3,775	$ -	$ -	$ -	$ 3,775	$ -											
Outside County	$ 93,870	2.67%	$ 35,844	$ -	$ -	$ -	$ 35,844	$ -	$ 35,844										
48 Lincoln County Sheriff	$ 4,781	0.14%	$ 1,826	$ -	$ -	$ -	$ 1,826	$ -											
49 Mesquite PD	$ 73,019	2.07%	$ 27,882	$ -	$ -	$ -	$ 27,882	$ -											
50 Nye County Sheriff's C	$ 12,715	0.36%	$ 4,855	$ -	$ -	$ -	$ 4,855	$ -											
51 Sparks PD	$ 3,355	0.10%	$ 1,281	$ -	$ -	$ -	$ 1,281	$ -											
City of Boulder	$ 10,752	0.31%	$ 4,106	$ -	$ -	$ -	$ 4,106	$ -	$ 4,106										
52 Boulder City PD	$ 10,752	0.31%	$ 4,106	$ -	$ -	$ -	$ 4,106	$ -											
Tribal	$ 3,840	0.11%	$ 1,466	$ -	$ -	$ -	$ 1,466	$ -	$ 1,466										
53 Las Vegas Paiute Polic	$ 3,840	0.11%	$ 1,466	$ -	$ -	$ -	$ 1,466	$ -											

NOTE: Only 53 agencies are shown because these are the agencies currently tracked by the CCIT billing system. Other agencies gain indirect access to SCOPE via another agency.

EXHIBIT C

Agency Contributions Toward the SCOPE II Project via Edward Byrne JAG Funds Received

	Big 5 Agencies Portion - Breakout	Total
1	Las Vegas Metropolitan Police Department	$ -
2	Clark County	$ -
3	City of Las Vegas	$ 463,502
4	City of Henderson	$ 69,018
5	City of North Las Vegas	$ 206,840
	Total	**$ 739,360**

Memo: *Mesquite allocation of $69,018 Edward Byrne JAG funds contributed towards costs of overall SCOPE II project (total Edward Byrne JAG funds put towards SCOPE II project = $808,377)*

Information TECHNOLOGY

Information TECHNOLOGY

Exhibit D - Service Level Agreement (SLA)

Between

Clark County Information Technology (CCIT)

and

Shared Criminal Operations for the Protection and Enforcement (SCOPE II) Project Agencies

For Support of

SCOPE II Services

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1 General overview

This Service Level Agreement (SLA) documents the information technology (IT) support services provided by the Clark County Information Technology (CCIT) Department and the SCOPE II User Agencies for support of SCOPE II Services. The ultimate objective of this Agreement is to document internal IT support group services and processes to ensure high-quality and timely delivery of project and production support of SCOPE II Services to customers. This SLA directly addresses the internal IT structure required to support SCOPE II customer requirements.

Parties

The parties affected by this SLA are:

- Clark County CCIT
- SCOPE II User Agencies

Environment

The SCOPE II User Agencies provide justice and public safety services to the public of Clark County and Nevada. SCOPE II, which stands for Shared Criminal Operations for the Protection and Enforcement, second version, is the information system of choice for replacing the SCOPE & Wanted Vehicles systems.

The SCOPE II will reside on equipment that is located in the CCIT's Operations Center. The SCOPE II User Agencies will use the SCOPE II to perform their duties in providing justice and public safety services. Most law enforcement agencies operate on a 24x7 basis.

CCIT will work to ensure that the application infrastructure is maintained in a reliable way so that the SCOPE II Services are available when required by SCOPE II users.

Agency Contacts

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Telecommunications/Network, Richard Gray, rtg@clarkcountynv.gov, 455-4747
Applications, James Nance, Manager Business Applications Center, jnance@clarkcountynv.gov, 455-3048
Business Analysis & Project Management, Rosalina Rios, Manager Business Applications Center, rgr@clarkcountynv.gov, 455-4036

2 Terms and conditions

Agreement period

This Agreement is valid from the effective date of the interlocal agreement between the SCOPE II User Agencies and Clark County and remains in effect throughout the life span of the interlocal agreement.

Hours of coverage

Except for after-hours help desk support, the procedures in this Agreement are followed from **8:00 a.m. to 5:00 p.m., Monday through Friday** (except on County holidays). SCOPE II user Agencies may request emergency services from CCIT for urgent issues during non-covered hours by calling the CCIT Help Desk at 455-3282.

3 Covered services

Services that are covered in this agreement

1. Project management of the SCOPE II project, including the Analyst International Consulting (AIC) contract and supplemental technology providers. Project management will include coordination with the Project Steering Committee and project team, management of the vendor contracts, project scope, schedule, budget, and status reporting.
2. Business analysis support for:
    - Business process flows, liaison between vendor and functional team on quality assurance on business requirements and system design;
    - Data migration planning, offloading, data validation, transformation, cleanup, and liaison between vendor and functional team on quality assurance of data conversion;
    - Testing planning, liaison between vendor, functional team, and technical team for quality assurance on testing criteria, test scenarios, and test cases for user acceptance testing, including defect tracking, failover, stress, and regression testing;
    - Documentation and training, liaison between vendor and functional team on quality assurance of system, user documentation, and training;
    - Backup and recovery, liaison between vendor, functional, and technical team for quality assurance on planning backup preventive maintenance;
    - Security administration, liaison between vendor, functional, and technical team for planning security requirements, roles, privileges, management and administration, and documentation thereof.
3. Application technical support for:
    - Data migration;
    - Legacy system technical consulting;

- Application coding standards;
- Application support for the new SCOPE II as it is transitioned from AIC to CCIT.
  - Application support will include fixing application software and data bugs, enhancing application functionality, coordinating, planning, and testing application upgrades, maintaining application source version control to application changes, and maintaining application support documentation.
  - Application reporting services are excluded and will be federated to enable Agencies to have their respective technology resources provide that service.
  - Application enhancements that exceed 3 months or 480 hours of work effort, or result in unbudgeted equipment or vendor services costs are excluded from normal application support. Such requests will be referred to the SCOPE II Change Management Committee for resource supplements.
  - Application training will be minimal and provided via a "train-the-trainer" approach to the Agencies before application enhancements are deployed. Agencies will be required to provide/maintain end-user and technical training.
  - Application enhancements and upgrades will be coordinated with and governed by the SCOPE II Change Management Committee comprised of the noted Agency Contacts.

4. The SCOPE II Change Management Committee comprised of the noted Agency Contacts will review and approve all SCOPE II application changes (enhancements, upgrades). All changes to the SCOPE II application and supporting infrastructure will be governed by the CCIT Change Management Policy (IT-GOV-01-GDL-004-001), Process (IT-GOV-01-PRC-004-001) and Guideline (IT-GOV-01-GDL-004-001) in coordination with the SCOPE II Change Management Committee.
5. Support of installed servers, storage devices, and application software that comprise the SCOPE II Services. The components supported by CCIT are located on CCIT premises. A detailed list can be made available upon request.
6. Network support of network devices and circuits managed by CCIT that support SCOPE II connectivity services. Network issues affecting agency connectivity to SCOPE II should first be reported via their respective Agency Help Desk Support Centers to detect source of issue. For unresolved source of network issues affecting SCOPE II connectivity services, CCIT will work with respective IT counterparts and vendors to identify source of problem and to reestablish connectivity.
   - The SCOPE II system will use the Clark County assigned 198.51.142.0 network for outside agency access to the extent possible. In addition, the SCOPE II system will use the following private networks internally: 172.29.144.0, 172.29.145.0, 172.29.146.0, 172.29.147.0. In the event that one of these private address ranges causes a conflict with a subscribing Agency, it will be the responsibility of the subscribing Agency to change to address the conflict.
7. After-hours, weekend, and holiday First Tier Help Desk services for times outside the normal business hours. A detailed procedure is documented in Appendix C.
8. After-hours, weekend, and holiday monitoring services for times outside the normal business hours at the CCIT Support Center. A detailed procedure is documented in Appendix D.
9. SCOPE II Password Reset and Unlock User Account services, as described in Appendix E for SCOPE II users provisioned by CCIT.

4 Party responsibilities

SCOPE II Agency responsibilities

Each agency agrees to:

- Test compatibility of SCOPE II application with system upgrades and patches.
- Provide end-user and technical training associated with system upgrades and enhancements.
- Provide application reporting services.
- Follow appropriate procedures for requesting services as defined by the CCIT.
- Determine appropriate ticket priority (low, medium, or high) in cooperation with CCIT.
- Request and schedule special services or major changes well in advance through the CCIT Help Desk and following procedures defined by CCIT.
- Be available to provide critical information upon receiving a request for information from CCIT seeking to resolve a SCOPE II service issue.
- Provide current contact information and incident escalation procedure for emergency after-hours support between the hours of 5:00 p.m. and 8:00 a.m. as well as on weekends and holidays.
- Keep CCIT Help Desk informed of status of after-hours incidents that have been escalated via SCOPE II Agency Help Desk Support, until resolved.

CCIT responsibilities

CCIT agrees to:

- Meet response times associated with the priority assigned to incidents and service requests.
- Maintain appropriately trained staff to deliver services outlined in Section 3.
- Schedule maintenance (downtime) for the SCOPE II application and supporting infrastructure Tuesday and Thursday mornings between 2 a.m. and 6:00 a.m. unless circumstances warrant performing maintenance at another time.
- Communicate in writing (e-mail) with agency contacts regarding changes such as application, hardware installation, upgrades, updates or patches. (see *Change management*, at Section 9).

5 IT personnel

CCIT has estimated the type and the number of hours of time for each of the IT personnel resources to be applied to the project and maintenance thereafter of SCOPE II. CCIT with Clark County Finance will track the actual hours applied to the SCOPE II project and will adjust the estimate with actual each quarter. Chargeback costs for IT personnel resources will be handled within the interlocal agreement (per Exhibit A). Where possible, CCIT will implement a federated model of SCOPE II services as mutually agreed upon by agency representatives to minimize number of CCIT personnel needed to support SCOPE II and to enable agencies to self-serve their needs. IT Personnel resources are documented in *Appendix G: Estimated IT Personnel.*

6 Service requests

Services (as opposed to incidents; see Reporting incidents below) are planned activities the SCOPE II User Agencies know will be required at some time in the future. SCOPE II User Agencies can submit service requests by sending an e-mail message to the CCIT Help Desk at ITHelpDesk@co.clark.nv.us or by calling 702-455-3282. Advance notice requirements can vary by requested service. Sample Service Requests are documented in *Appendix F: Sample Service Requests*.

7 Reporting incidents

SCOPE II Agency Help Desk Support Centers provide initial support for incidents related to the SCOPE II Services. If the incident is believed to be caused by an application or infrastructure component, the SCOPE II Agency Help Desk Support Center will escalate the ticket to the CCIT Help Desk per documented procedures. A detailed procedure is documented in Appendix C.

8 Documentation

CCIT agrees to maintain up-to-date documentation of SCOPE II installed software and hardware infrastructure and enter appropriate information in a repository so that it is available to all staff or user agencies for reference.

CCIT agrees to maintain up-to-date SCOPE II application documentation, such as application landscape, software versions, database instances and their tuning parameters, SCOPE II users, and their privileges, etc.

To minimize support issues and maintain responsiveness on critical issues, SCOPE II User Agencies agree to maintain end-user documentation and to train users on SCOPE II. Initial SCOPE II end-user documentation and training will be provided by AIC as described in the Statement of Work contract with AIC.

CCIT agrees to maintain up-to-date documentation of installed hardware infrastructure, such as: contents of operating systems configuration files, lists of devices and their associated parameters, system tuning parameters, etc. Initial SCOPE II infrastructure documentation will be provided by AIC as described in the contract with AIC.

Documentation will be stored on SharePoint sites, and appropriate access will be granted to pertinent documentation.

9 Change management

Change management oversees events that alter the existing state of IT services, including SCOPE II software, associated hardware, networks, documentation, and facilities. CCIT will work with SCOPE II User Agencies to minimize disruption of SCOPE II Services by communicating in advance of any planned changes.

The CCIT Change Manager will provide the SCOPE II User Agency contacts and SCOPE II Change Management Committee with agendas and minutes of CCIT Enterprise Change Advisory Board meetings.

The SCOPE II Change Management Committee will provide the CCIT Change Manager with timely notification of key events that affect SCOPE II Services, including periods of critical availability, to be documented as Change Events on the Clark County Enterprise Forward Schedule of Change.

SCOPE II application changes, as approved by the SCOPE II Change Management Committee, will be documented by CCIT staff supporting the SCOPE II system and governed by the CCIT Change Management Policy (IT-GOV-01-POL-004).

Changes to the infrastructure supporting the SCOPE II Application will be documented by CCIT staff, governed by the CCIT Change Management Policy (IT-GOV-01-POL-004), and coordinated with the SCOPE II Change Management Committee.

The SCOPE II Change Management Committee may designate representatives to attend/participate in CCIT's weekly Enterprise Change Advisory Board meetings.

Appendix A: Installation of SCOPE II GUI Software

CCIT distributes the SCOPE II GUI client software to all departments and agencies that use the SCOPE II application.

For County departments that CCIT supports, CCIT is responsible for the installation of the SCOPE II GUI client software on the computers of SCOPE II users. This is done using automated software distribution tools, such as MSI and SMS. These deployments can consist of:

- New versions
- Configuration changes
- .ini file replacements

For departments and agencies that CCIT does not support, CCIT distributes SCOPE II GUI client software to agency technical liaisons who, in turn, install the software on the computers of their users.

For departments and agencies that CCIT will support, the following apply:

SCOPE II User Agency submits requests for deployment of the SCOPE II GUI client through CCIT Help Desk, as described in Service Requests on Page 5. Lead times for each type of request are documented in *Appendix F: Sample Service Requests*.

SCOPE II User Agency provides the SCOPE II GUI client software versions, configuration changes, .ini files, etc. that are to be deployed to IT Desktop support.

SCOPE II User Agency and CCIT Change Management processes review and approve SCOPE II GUI client changes before deployment (See Change Management on page 6).

SCOPE II User Agency and IT Desktop Support jointly test changes to the SCOPE II GUI client. This includes, but is not limited to, testing the client with all installed versions of MS Office.

CCIT includes SCOPE II User Agency in test plans for changes to Enterprise-wide applications, to ensure compatibility with the SCOPE II GUI client.

CCIT includes SCOPE II User Agency in Early Adopters for Windows operating system patches, to ensure early identification of any incompatibility with the SCOPE II GUI client.

SCOPE II User Agency notifies CCIT immediately of any incidents that arise related to the SCOPE II GUI client after implementation of any patches or upgrades.

Appendix B: Installation of SCOPE II network-attached printers

CCIT and SCOPE II User Agencies work together to add network-attached printers in the SCOPE II system. There is an assumption that every new network-attached printer should be set up in SCOPE II. As the technical architecture and functional requirements for the SCOPE II system evolve, the need to define network-attached printers in the SCOPE II system may not be needed or may result in a set of compatible printers for agencies to procure and install.

Not all network-attached printers are supported by the SCOPE II application. Installing a non-supported printer to SCOPE II may result in reduced functionality. Upon receipt of a request to set up a new printer, SCOPE II User Agency determines whether or not to add it to SCOPE II.

For County departments that the CCIT supports, the CCIT is responsible for the installation of printers on the network print server. Requests for new printers to be installed are submitted to the CCIT Help Desk, who assigns them to CCIT Desktop Support.

Upon completion of installation of the printer on the network, the CCIT Desktop Support will provide the CCIT Help Desk the following information:

- Printer Network Name or IP Address
- Printer Appliance Name or IP Address
- Printer Model
- Printer Location

For County departments or agencies CCIT does not support, new printers are installed by the department's or SCOPE II User Agency's technical resources. Requests for these new printers to be added to SCOPE II are submitted to the respective department or Agency's IT Help Desk.

CCIT maintains a list of network printers they have installed with an indication of whether or not the printer is set up in SCOPE II. This list is available to SCOPE II User Agencies upon request.

CCIT maintains a list of SCOPE II-supported printers. This list is available to all SCOPE II User Agencies upon request.

Appendix C: After-Hours Help Desk Support

After-Hours CCIT Help Desk Support

The following services are provided 7 days a week from 5 p.m. to 8 a.m. and 24 hours a day on weekends and holidays:

- Logging of all telephone calls received for support related to SCOPE II Services in designated call tracking system
- Resetting of SCOPE II passwords (See Appendix F) for CCIT provisioned users
- Unlocking of SCOPE II user accounts (See Appendix F) for CCIT provisioned users
- Escalation of tickets to SCOPE II Support (see Logging Tickets and Service Requests)
- Providing reports of tickets logged

Logging Incidents and Service Requests:

- For user calls that do not fall into the category of "password resets" and/or "user unlocks" a ticket is raised and routed to "SCOPE II Support"
- General information to record should conform with the pre-existing work instructions for the SCOPE II Support ticket capturing process
- "Special Circumstance"
    - SCOPE II reported as "Down"
        - Definition: For purposes of this document, "SCOPE II Down" is defined as:
            - User unable to log into the SCOPE II system (provided they are using the correct login name and password – password and user resets are NOT included in this category)
            - User unable to save data (error message "short dump" results when attempting to save data)
        - Confirmation:
            - First CCIT will confirm this is not 'normal maintenance', other scheduled downtime, network connectivity issues, etc. by checking the CCIT Change Schedule (See Change Management on page 7)
            - If scheduled or normal downtime, or other non-SCOPE II-related issues, no action is required (For SCOPE II User Agency Support)
        - If SCOPE II is confirmed as down, and not part of scheduled or 'normal' maintenance:
            - The contact list provided for after-hours emergency support will be used
            - The contacts on the list are called in the order listed

- Once the outage has been reported to a 'Live' contact, the emergency contact handles the issue (and any further contacts) from that point forward
- A ticket is logged, assigned a Priority 1, and routed to SCOPE II Support

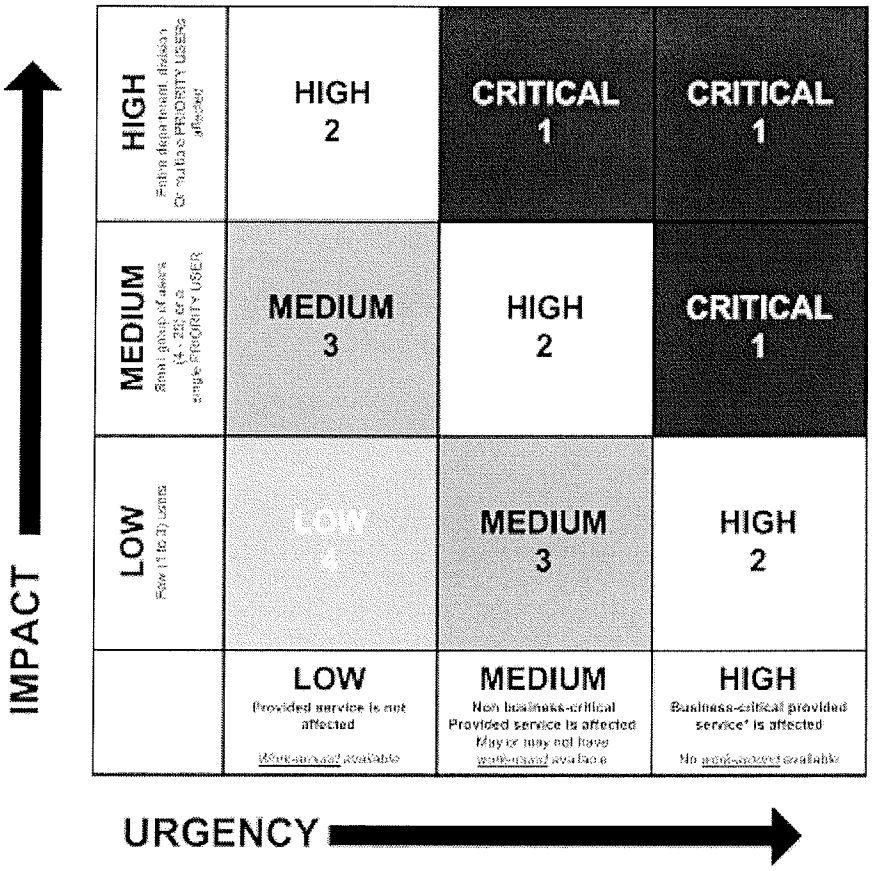
Incident Priority:

For purposes of 'after hours' support, all tickets are classified only as Priority 3, or Priority 1, as follows:

- All tickets are classified as Priority 3 with the following exceptions:
  - Password resets and User unlocks performed by After Hours Help Desk are logged as Priority 2.
  - See note "Special Circumstances" (supra) for "SCOPE II Down" (Immediate Priority 1 if confirmed as 'Down')
  - Use CCIT Incident guidelines for classification of other issues
    - For Priority 1 incidents, the contact listing as defined for "SCOPE II Down" will be followed
    - It is not expected there will be many Priority 1 incidents related to SCOPE II being down
  - Exceptions:
    - If CCIT Help Desk is unsure of the Impact/Urgency/Priority, the incident will be logged, and the "after-hours" contact listing used. Once a 'live' contact is reached, the incident details will be provided and the after-hours contact will handle the incident from that point forward. Diligence will be applied in exercising this option.
    - Other off-hours contingencies fall to the SCOPE II Users to arrange for after-hour SCOPE II support in advance if they--or their group/department--have planned after-hours activities requiring SCOPE II Support.

- Response Times- Response and resolution times are associated with the below Priority matrix.

Priority Matrix



Target Response and Resolution Times by Priority.
*Click Here: Project Logging Procedures for Priority 5 ticketing.

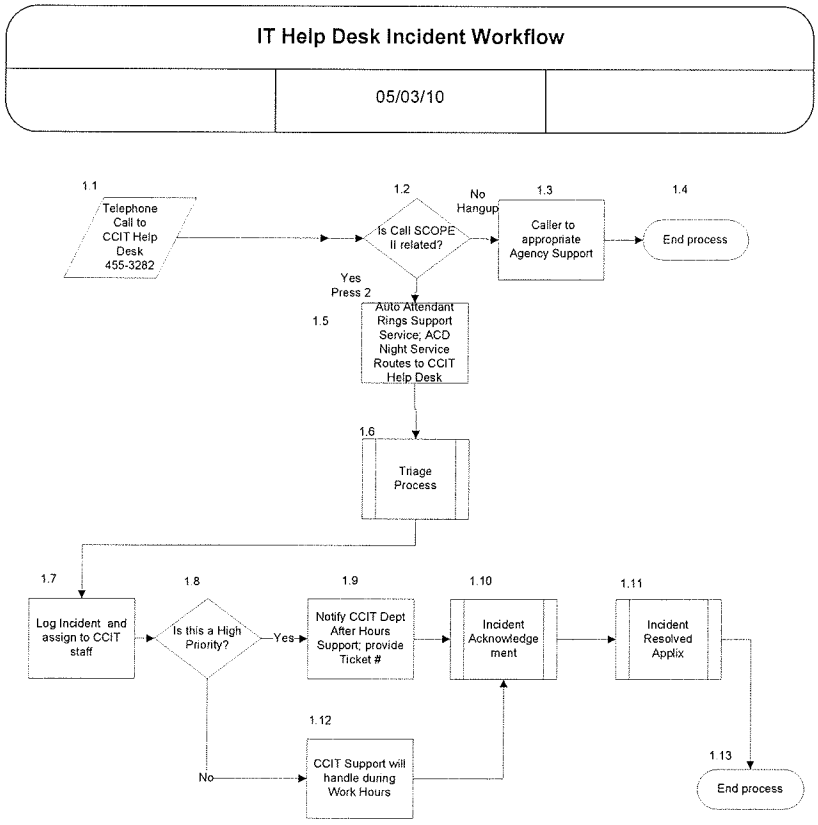
Targets	Critical (1)	High (2)	Medium (3)	Low (4)
Maximum RESPONSE Time	< 15 Minutes	< 2 hours	< 8 hours	< 16 hours
Maximum RESOLUTION Time	2 hours	8 hours	48 hours	Planned or Negotiated

After-Hours Emergency Contacts:

A current listing of CCIT support staff and work and home phone numbers will be provided by the CCIT managers and maintained by the CCIT Help Desk for performing after-hours emergency contacts.

Calls for after-hours support are made to the above listing in the order the contacts are listed. Once a 'live' person is reached, no additional calls need be made. SCOPE II User Agency Support takes any required actions, or further contacts, at that time.

SCOPE II AGENCY Support keeps CCIT Help Desk informed of status of incident, until resolved.



1.0 Telephone call to 455-3282 is initiated.

1.1 Auto Attendant answers and informs caller of two choices.

1.2 Caller selects "1" IT SCOPE II issue. Go to 1.5.

1.3 If not an IT SCOPE II issue, caller hangs up and should call appropriate support agency.

1.4 End Process

1.5 If caller selects "1", Auto Attendant rings the CCIT Help Desk.

1.6 CCIT Help Desk performs SCOPE II triage to determine if this is a Priority 1 SCOPE II issue.

1.7 CCIT Help Desk logs incident and assigns to SCOPE II Support.

1.8 CCIT Help Desk determines if this is a Priority 1 SCOPE II incident that requires After Hours support. If no, go to 1.9; if yes, go to 1.10

1.9 SCOPE II User Agency will receive email notification of the incident and handle it during their regular work hours. Go to 1.11.

1.10 If issue is a Priority 1, then CCIT Help Desk will notify SCOPE II After Hours Support and provide the incident number that has been assigned.

1.11 The support person to whom the incident is assigned contacts the customer to acknowledge receipt of the incident.

1.12 Incident resolved. If resolution occurs during After Hours period, CCIT Help Desk is notified of resolution.

1.13 Process Complete.

Appendix D: After-Hours Monitoring

CCIT Operations provides after-hours monitoring of SCOPE II by receiving e-mail alert messages and contacting SCOPE II User Agencies. This service is provided 7 days per week from 5 p.m. to 8 a.m. and 24 hours per day on weekends and holidays:

- SCOPE II monitoring application is configured to send e-mail messages to the CCIT Operations e-mail account when an alert is raised.
- CCIT Operations logs an incident ticket using the Logging Incidents and Service Requests instructions in Appendix C.
- CCIT Operations contacts SCOPE II AGENCY after-hours alert contacts as identified below:

SCOPE II AGENCY After-Hours Alert Contacts:

A current listing of SCOPE II AGENCY After-Hours Alert Contacts and work and home phone numbers will be provided by the SCOPE II Agency managers and maintained by the CCIT Service Desk.

Appendix E: Password Resets and Unlock User Accounts

SCOPE II Security will be configured to distribute administration to agencies using the Active Directory Federated Services. For users provisioned by CCIT, the CCIT Help Desk will reset passwords and unlock user accounts for users for the SCOPE II application.

Appendix F: Sample Service Requests

SCOPE II PRODUCTION REQUESTS	
SERVICE REQUEST	**LEAD TIME FOR REQUEST**
Deployment of new version of SCOPE II GUI Includes SCOPE II Desktop client upgrades and SCOPE II Desktop client installation services	**6 weeks** before scheduled deployment date SCOPE II User Agency will provide any new client version and configuration to CCIT Desktop Support
Deployment of updated SCOPE II GUI client configuration Includes SCOPE II Desktop client upgrades and SCOPE II Desktop client installation services	**6 weeks** prior to scheduled deployment date SCOPE II AGENCY in conjunction with CCIT Support staff will provide SCOPE II Client configuration changes that need to be deployed
Deployment of replacement .ini file for SCOPE II GUI client	**2 weeks** prior to scheduled deployment date
Installation: configuration and customization of system hardware and operating systems.	**4 weeks** prior to scheduled deployment date
Hardware Upgrades: upgrade memory RAM and disk drives and install peripheral cards.	**3 weeks** prior to scheduled installation date SCOPE II User Agency will procure required hardware
Operating system Updates: installing operating system updates	**4 weeks** prior to scheduled installation date
Operating System Patches: applying operating system patches	**Will occur monthly**
New Virtual Server Creation: creation of new virtual servers, including storage allocation and backup (excludes applications)	**2 weeks** prior to required date
Storage Allocation: increase/decrease assigned storage or move to different tier	**4 weeks** prior to required date
Point-In-Time Backup of Operating Systems	**3 business days** prior to required date

SCOPE II PROJECT-RELATED REQUESTS	
SERVICE REQUEST	**LEAD TIME FOR REQUEST**
Deployment of replacement .ini file for SCOPE II GUI client	**1 week** prior to scheduled deployment date

Appendix G: Estimated IT Personnel

HOURS							
Replacement	Jul-Oct						
Phase 0&1	FY13	FY14	FY15	FY16	FY17	FY18	Total
Application Supervisor	104	0	0	0	0	0	104
Customer Support Specialist	69	0	0	0	0	0	69
Sr Business Systems Analyst	693	0	0	0	0	0	693
Sr Database Administrator	520	0	0	0	0	0	520
Sr Network Analyst	69	0	0	0	0	0	69
Sr Programmer Analyst	693	0	0	0	0	0	693
Programmer Analyst	693	0	0	0	0	0	693
Project Manager	693	0	0	0	0	0	693
Sr Systems Programmer	693	0	0	0	0	0	693
Systems Operator	69	0	0	0	0	0	69
Systems Technician	0	0	0	0	0	0	0
Total	4,299	-	-	-	-		4,299

	Jul-Jun	Jul-Sept					
Phase 2A&B	FY13	FY14	FY15	FY16	FY17	FY18	Total
Application Supervisor	312	-	-	-	-	-	312
Customer Support Specialist	104	-	-	-	-	-	104
Sr Business Systems Analyst	520	-	-	-	-	-	520
Sr Database Administrator	832	-	-	-	-	-	832
Sr Network Analyst	156	-	-	-	-	-	156
Sr Programmer Analyst	1,040	-	-	-	-	-	1,040
Programmer Analyst	1,560	-	-	-	-	-	1,560
Project Manager	-	-	-	-	-	-	-
Sr Systems Programmer	1,040	-	-	-	-	-	1,040
Systems Operator	104	-	-	-	-	-	104
Systems Technician	-	-	-	-	-	-	-
Total	5,668	-	-	-	-	-	5,668

HOURS							
Maintenance	Nov-Jun						
Phase 0&1	FY13	FY14	FY15	FY16	FY17	FY18	Total
Application Supervisor	104	156	156	156	156	156	884
Customer Support Specialist	69	104	104	104	104	104	589
Sr Business Systems Analyst	693	1,040	1,040	1,040	1,040	1,040	5,893
Sr Database Administrator	347	520	520	520	520	520	2,947
Sr Network Analyst	69	104	104	104	104	104	589
Sr Programmer Analyst	693	1,040	1,040	1,040	1,040	1,040	5,893
Programmer Analyst	693	1,040	1,040	1,040	1,040	1,040	5,893
Project Manager	-	-	-	-	-	-	-
Sr Systems Programmer	693	1,040	1,040	1,040	1,040	1,040	5,893
Systems Operator	69	104	104	104	104	104	589
Systems Technician	-	-	-	-	-	-	-
Total	3,432	5,148	5,148	5,148	5,148	5,148	29,172

Phase 2A&B	FY13	FY14	FY15	FY16	FY17	FY18	Total
Application Supervisor	-	62	62	62	62	62	312
Customer Support Specialist	-	42	42	42	42	42	208
Sr Business Systems Analyst	-	416	416	416	416	416	2,080
Sr Database Administrator	-	208	208	208	208	208	1,040
Sr Network Analyst	-	42	42	42	42	42	208
Sr Programmer Analyst	-	416	416	416	416	416	2,080
Programmer Analyst	-	416	416	416	416	416	2,080
Project Manager	-	-	-	-	-	-	-
Sr Systems Programmer	-	416	416	416	416	416	2,080
Systems Operator	-	52	52	52	52	52	260
Systems Technician	-	-	-	-	-	-	-
Total	-	2,070	2,070	2,070	2,070	2,070	10,348

HOURS

Future Replacement

Phase 0&1	FY13	FY14	FY15	FY16	FY17	FY18	Total
Application Supervisor	48	48	48	48	48	48	288
Customer Support Specialist	32	32	32	32	32	32	190
Sr Business Systems Analyst	364	364	364	364	364	364	2,184
Sr Database Administrator	263	263	263	263	263	263	1,580
Sr Network Analyst	32	32	32	32	32	32	190
Sr Programmer Analyst	364	364	364	364	364	364	2,184
Programmer Analyst	364	364	364	364	364	364	2,184
Project Manager	364	364	364	364	364	364	2,184
Sr Systems Programmer	364	364	364	364	364	364	2,184
Systems Operator	32	32	32	32	32	32	190
Systems Technician	-	-	-	-	-	-	-
Total	2,226	2,226	2,226	2,226	2,226	2,226	13,358

Phase 2A&B	FY13	FY14	FY15	FY16	FY17	FY18	Total
Application Supervisor	-	4	4	4	4	4	18
Customer Support Specialist	-	1	1	1	1	1	4
Sr Business Systems Analyst	-	351	351	351	351	351	1,755
Sr Database Administrator	-	47	47	47	47	47	234
Sr Network Analyst	-	1	1	1	1	1	6
Sr Programmer Analyst	-	78	78	78	78	78	390
Programmer Analyst	-	117	117	117	117	117	585
Project Manager	-	156	156	156	156	156	780
Sr Systems Programmer	-	78	78	78	78	78	390
Systems Operator	-	1	1	1	1	1	4
Systems Technician	-	-	-	-	-	-	-
Total	-	833	833	833	833	833	4,165

HOURS

Summary	FY13	FY14	FY15	FY16	FY17	FY18	Total
Replacement							
Phase 0&1	4,299	-	-	-	-	-	4,299
Phase 2A&B	5,668	-	-	-	-	-	5,668
Maintenance							
Phase 0&1	3,432	5,148	5,148	5,148	5,148	5,148	29,172
Phase 2A&B	-	2,070	2,070	2,070	2,070	2,070	10,348
Future Replacement							
Phase 0&1	2,226	2,226	2,226	2,226	2,226	2,226	13,358
Phase 2A&B	-	833	833	833	833	833	4,165
Total	15,625	10,277	10,277	10,277	10,277	10,277	67,010

*** It is estimated Phase 0&1 will be completed by Oct 2012 based on projected go-live dates. If the timeline is extended, additional staffing hours would need to be defined.**
Similarly, it is estimated Phase 2A&B will be completed by Jun 2013 based on projected go-live dates. If the timeline is extended, additional staffing hours would need to be defined.
There may be some aspect of Phase 2C which is not defined that will use a combination of professional services and maintenance or project hours. These are not included and would need to be evaluated.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit City Parkway IV A, Inc., ($201,300 - Existing City Parkway IV A, Inc., fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $201,300
Funding Source: Existing City Parkway IV A, Inc., fund balance
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The City Parkway IV A, Inc., board of directors has approved the $201,300 budget for fiscal year 2013. This budget primarily reflects planned expenditures related to legal, consulting, insurance and auditing fees. The source of funds will be from the existing City Parkway IV A, Inc., fund balance.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. City Parkway IV A, Inc., Fiscal Year 2013 Budget
2. Summary of Non Profit Corporations

City Parkway IV A, Inc. Fiscal Year 2013 Budget		
Architect & Engineering	$	500
Legal	$	187,000
Consulting	$	3,000
Insurance (Env. / Gen.)	$	5,000
Association Fees (Maint.)	$	-
Accounting & Audits	$	2,000
Supplies	$	3,800
Total:		**$ 201,300**

Source of Funds: Existing City Parkway IV A, Inc. fund balance

City of Las Vegas
Summary of Non Profit Corporations
For The Eleven Months Ended May 30,2012

Description	City Parkway IV A DR (CR)
ASSETS	
CASH	265,502.00
Loans Receivable	
Prepaid Insurance	1,639.00
Land	4,186,247.00
Total Assets	4,453,388.00
LIABILITIES & FUND BALANCE	
Loans Payable	(4,195,549.00)
Due to other Governments	
Customer Deposit	
FUND BALANCE	(257,839.00)
	(4,453,388.00)
REVENUES & EXPENDITURES	
Miscellaneous Rentals	(6,600.00)
Other Reimbursements	(28,227.00)
Total Revenues	(34,827.00)
Services & Supplies	
Recorders Fees	13,038.00
Consultants	
Legal Services	
Other Professional Services	
Permit Fees	
Water	
Travel	
Rental Expense	
Association Fees	
Premiums Paid	3,935.00
Loss on Disposal of Land	3,790,014.00
Total Expenditures	3,806,987.00
Net (Income) or Loss	3,772,160.00
Fund Balance June 30,2011	(4,029,999.00)
Fund Balance May 30,2012	(257,839.00)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit 400 Stewart Avenue Corporation ($8,650 - Existing 400 Stewart Avenue Corporation fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $8,650
Funding Source: Existing 400 Stewart Avenue Corporation fund balance
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The 400 Stewart Avenue Corporation board of directors has approved the $8,650 budget for fiscal year 2013. This budget primarily reflects planned expenditures related to legal, insurance and auditing fees. The source of funds will be from the existing 400 Stewart Avenue Corporation fund balance.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. 400 Stewart Avenue Corporation Fiscal Year 2013 Budget
2. Summary of Non Profit Corporations

400 Stewart Avenue Corporation Fiscal Year 2013 Budget		
Legal	$	3,850
Consulting		
Insurance (Env. / Gen.)	$	4,500
Association Fees (Maint.)	$	-
Accounting & Audits	$	300
Supplies		
Total:	**$**	**8,650**

Source of Funds: Existing 400 Stewart Avenue Corp Fund Balance

City of Las Vegas
Summary of Non Profit Corporations
For The Eleven Months Ended May 30,2012

Description	400 Stewart Ave Corp DR (CR)
ASSETS	
CASH	13,000.00
Accounts Receivable	
Interest Receivable	
Loans Receivable	
Due from other Governments	
Prepaid Insurance	
Land	
Total Assets	13,000.00
LIABILITIES & FUND BALANCE	
AP Accrual	
Loans Payable	
Due to other Governments	
Customer Deposit	
Deferred Revenue	
FUND BALANCE	(8,650.00)
	(8,650.00)
REVENUES & EXPENDITURES	
Contributions	
Miscellaneous Rentals	
Other Reimbursements	
Interest Income	
Total Revenues	
Services & Supplies	
Architect & Engineering	
Banking Services	
Recorders Fees	
Other Miscellaneous Exp	
Premiums Paid	4,350.00
Total Expenditures	4,350.00
Net (Income) or Loss	4,350.00
Fund Balance June 30,2011	(13,000.00)
Fund Balance May 30,2012	(8,650.00)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit Office District Parking I, Inc., ($10,000 - Existing Office District Parking I, Inc., fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $10,000
Funding Source: Office District Parking I, Inc., fund balance
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The Office District Parking I, Inc., board of directors has approved the $10,000 budget for fiscal year 2013. This budget primarily reflects planned expenditures related to legal and insurance fees. The source of funds will be from the existing Office District Parking I, Inc., fund balance.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Office District Parking I, Inc., Fiscal Year 2013 Budget
2. Summary of Non Profit Corporations

Office District Parking I, Inc. Fiscal Year 2013 Budget	
Legal	$ 5,000
Insurance	$ 5,000
Total:	**10,000**

Source of Funds: Existing Office District Parking I, Inc. fund balance*

City of Las Vegas
Summary of Non Profit Corporations
For The Eleven Months Ended May 30,2012

Description	Office District Parking DR (CR)
ASSETS	
CASH	162,598.00
Loans Receivable	3,196,200.00
Prepaid Insurance	3,234.00
Land	3,270,124.00
Total Assets	6,632,156.00
LIABILITIES & FUND BALANCE	
Loans Payable	(3,299,137.00)
Due to other Governments	
Customer Deposit	
FUND BALANCE	(3,333,019.00)
	(6,632,156.00)
REVENUES & EXPENDITURES	
Miscellaneous Rentals	
Other Reimbursements	
Total Revenues	-
Services & Supplies	
Recorders Fees	17.00
Consultants	
Legal Services	
Other Professional Services	345.00
Permit Fees	
Water	
Travel	
Rental Expense	
Association Fees	
Premiums Paid	10,112.00
Loss on Disposal of Land	
Total Expenditures	10,474.00
Net (Income) or Loss	10,474.00
Fund Balance June 30,2011	(3,343,493.00)
Fund Balance May 30,2012	(3,333,019.00)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve Fiscal Year 2013 Budget for the City's nonprofit City Parkway V, Inc., ($2,839,450 - Existing City Parkway V, Inc., fund balance) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $2,839,450
Funding Source: Existing City Parkway V, Inc., fund balance
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The City Parkway V, Inc., board of directors has approved the $2,839,450 budget for fiscal year 2013. This budget primarily reflects planned expenditures related to legal, consulting, insurance and auditing fees along with City of Las Vegas Redevelopment Agency expenses. The source of funds will be from the existing City Parkway V, Inc., fund balance.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. City Parkway V, Inc., Fiscal Year 2013 Budget
2. Summary of Non Profit Corporations

City Parkway V, Inc. Fiscal Year 2013 Budget		
Insurance	$	15,000
Accounting and Audits	$	5,000
Consulting	$	66,450
Supplies	$	3,000
Landscape Maintenance	$	100,000
Legal Services	$	250,000
Association Fees	$	40,000
Professional Services (Sales and Marketing)	$	360,000
CLV Redevelopment Agency	$	2,000,000
Total:	**$**	**2,839,450**

Source of Funds: Existing City Parkway V, Inc. fund balance

City of Las Vegas
Summary of Non Profit Corporations
For The Year Ended June 30,2011

Description	City Parkway V DR (CR)
ASSETS	
CASH	14,038,272.00
Interest Receivable	
Loans Receivable	
Prepaid Insurance	129,985.00
Land	22,701,245.00
Total Assets	36,869,502.00
LIABILITIES & FUND BALANCE	
AP Accrual	(107,294.00)
Loans Payable	(7,690,326.00)
Due to other Governments	(757.00)
Customer Deposit	(100,000.00)
FUND BALANCE	(28,971,125.00)
	(36,869,502.00)
REVENUES & EXPENDITURES	
Contributions	(754,590.00)
Miscellaneous Rentals	(2,250.00)
Other Reimbursements	(1,061,745.00)
Interest Income	(25,498.00)
Total Revenues	(1,844,083.00)
Services & Supplies	
Banking Services	2,939.00
Recorders Fees	67.00
Consultants	4,500.00
Legal Services	196,967.00
Auditing and Accounting	
Other Professional Services	215,744.00
Permit Fees	3,492.00
Water	10,827.00
Postage and Shipping	7.00
Maintenance of Facilities	872.00
Association Fees	5,067.00
Insurance and Bonds	
Premiums Paid	21,353.00
Contributions	
Total Expenditures	461,835.00
Net (Income) or Loss	(1,382,248.00)
Fund Balance June 30,2010	(27,588,877.00)
	(28,971,125.00)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an encroachment request from Slater Hanifan Group on behalf of Clark County School District, owner (2800 Stewart Avenue) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for an approximate 1-1/2 foot wide area of landscaping on the east side of 28th Street extending approximately 276 feet south from Stewart Avenue and an approximate 5 foot wide area of landscaping on the south side of Stewart Avenue extending approximately 587 feet east from 28th Street consisting of trees, shrubs, ground cover, and an irrigation system.

RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Exhibit

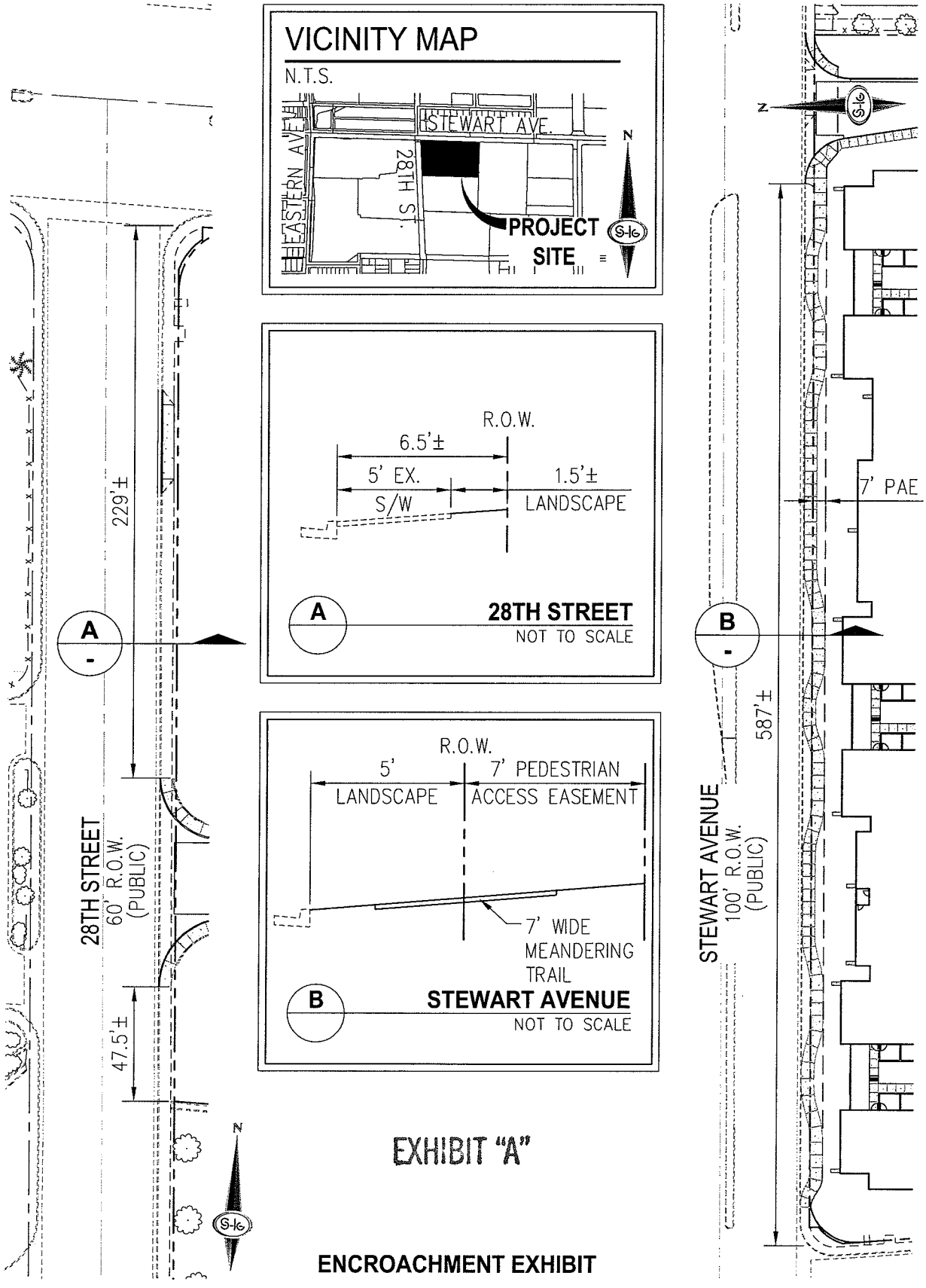


EXHIBIT "A"

ENCROACHMENT EXHIBIT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the FY2012 transfer of Budget Appropriations to adjust for expenditures and adjustments between functions within various funds totaling $16,101,500

Fiscal Impact

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

Amount: $16,101,500
Funding Source: Various Funds
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Budget Appropriations is requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2012 for the various funds.

RECOMMENDATION:
Staff recommends approval of the transfer of Budget appropriations.

BACKUP DOCUMENTATION:
Transfer of Appropriations Exhibits for the following funds: General, General Capital Projects, City Facilities Capital Projects, Fire Services Capital Projects, Public Works Capital Projects, Parks & Leisure Activities Capital Projects, Road & Flood Capital Projects, Municipal Golf Course Enterprise, Sanitation Enterprise and Reimbursable Expenses Internal Service

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
GENERAL FUND

	Augmented Budget	Adjustment	Augmented Budget
GENERAL GOVERNMENT			
City Council	$ 3,046,334	$	$ 3,046,334
City Clerk	2,641,378		2,641,378
City Manager	7,027,357		7,027,357
City Attorney	4,191,703		4,191,703
Human Resources	2,331,937		2,331,937
Finance and Business Services	5,553,350		5,553,350
Internal Audit	939,187		939,187
Special Events	245,682		245,682
Planning And Development	7,596,191		7,596,191
Information Technologies	7,958,956		7,958,956
Purchasing & Contracts	2,564,303		2,564,303
Facilities Management	1,138,207		1,138,207
Field Operations - Admin	544,240		544,240
Graffiti Response	1,163,517		1,163,517
Non-Departmental	19,189,559		19,189,559
Subtotal	$ 66,131,901	$ 0	$ 66,131,901
JUDICIAL			
Municipal Courts	$ 18,548,407	$ 75,000	$ 18,623,407
Public Defender	559,749		559,749
City Attorney - Criminal	3,274,962	125,000	3,399,962
Subtotal	$ 22,383,118	$ 200,000	$ 22,583,118
PUBLIC SAFETY			
Metropolitan Police	$ 119,841,186	$	$ 119,841,186
City Marshals	9,199,419		9,199,419
Fire Services	104,297,028		104,297,028
Detention And Correctional Services	49,486,453		49,486,453
Building & Safety	3,359,936		3,359,936
Neighborhood Response	2,202,431		2,202,431
Traffic Engineering	15,618,644		15,618,644
Subtotal	$ 304,005,097	$ 0	$ 304,005,097
PUBLIC WORKS			
Administration	$ 942,013	$	$ 942,013
Engineering & Planning	8,959,111	200,000	9,159,111
Right of Way	913,992		913,992
Street Maintenance	1,399,415		1,399,415
Subtotal	$ 12,214,531	$ 200,000	$ 12,414,531

Exhibit A
(continued)

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
GENERAL FUND

	Augmented Budget	Adjustment	Augmented Budget
HEALTH			
Animal Control	$ 3,396,331	$	$ 3,396,331
Woodlawn Cemetary	120,000		120,000
Communicable Disease Control	15,000		15,000
Subtotal	$ 3,531,331	$ 0	$ 3,531,331
CULTURE AND RECREATION			
Administration	$ 3,204,633	$ (400,000)	$ 2,804,633
Recreation	18,944,528		18,944,528
Cultural Affairs	4,336,595		4,336,595
Parks And Open Spaces	19,008,215		19,008,215
Subtotal	$ 45,493,971	$ (400,000)	$ 45,093,971
ECONOMIC DEVELOPMENT AND ASSISTANCE			
Rapid Response	684,667		684,667
Neighborhood Services	1,740,384		1,740,384
Subtotal	$ 2,425,051	$ 0	$ 2,425,051
TRANSIT SYSTEMS			
Transportation Services	$ 15,000	$	$ 15,000
Subtotal	$ 15,000	$ 0	$ 15,000
SUBTOTAL EXPENDITURES	$ 456,200,000	$ 0	$ 456,200,000
OTHER USES			
Transfers Out:			
Special Revenue Funds	$ -	$	$ -
Capital Projects Fund	-		-
Debt Service Fund	10,800,000		10,800,000
Enterprise Funds	1,200,000		1,200,000
Subtotal	$ 12,000,000	$ 0	$ 12,000,000
SUBTOTAL EXPENDITURES AND OTHER USES	$ 468,200,000	$ 0	$ 468,200,000
UNAPPROPRIATED ENDING FUND BALANCE	$ 72,717,179	$	$ 72,717,179
TOTAL	$ 540,917,179	$ 0	$ 540,917,179

Exhibit B

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
GENERAL CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
EXPENDITURES			
General Government Other	$ 14,447,918	$ (2,100,000)	$ 12,347,918
Economic Development And Assistance	10,726,515		10,726,515
Transfers out	47,195	2,100,000	2,147,195
TOTAL	$ 25,221,628	$ 0	$ 25,221,628

Exhibit C

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
CITY FACILITIES CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
EXPENDITURES			
General Government	$ 99,485,911	$ (2,500,000)	$ 97,485,911
Transfers Out	9,312,500	2,500,000	11,312,500
TOTAL	$ 108,798,411	$ 0	$ 108,798,411

Exhibit D

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
FIRE SERVICES CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
EXPENDITURES			
Public Safety	$ 39,021,830	$ (3,000,000)	$ 36,021,830
Transfers out	1,471,825	3,000,000	4,471,825
TOTAL	$ 40,493,655	$ 0	$ 40,493,655

Exhibit E

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
PUBLIC WORKS CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
EXPENDITURES			
Public Works	$ 35,865,627	$ (1,000,000)	$ 34,865,627
Transfers out	7,710,774	1,000,000	8,710,774
TOTAL	$ 43,576,401	$ 0	$ 43,576,401

Exhibit F

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
PARKS & LEISURE ACTIVITIES CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
EXPENDITURES			
Culture and Recreation	$ 105,277,124	$ (3,000,000)	$ 102,277,124
Transfers Out	13,068,374	3,000,000	16,068,374
TOTAL	$ 118,345,498	$ 0	$ 118,345,498

Exhibit G

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFER OF APPROPRIATIONS
ROAD & FLOOD CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
EXPENDITURES			
Culture and Recreation	$ 127,922,814	$ (1,000,000)	$ 126,922,814
Transfers Out	-	1,000,000	1,000,000
TOTAL	$ 127,922,814	$ 0	$ 127,922,814

Exhibit H

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFERS OF APPROPRIATIONS
MUNICIPAL GOLF COURSE ENTERPRISE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
Cultural & Recreation	$ 2,682,176	$ (200,000)	$ 2,482,176
Non-Operating Expenditures:	504,677	200,000	704,677
Operating Transfers Out			
	$ 3,186,853	$ -	$ 3,186,853

Exhibit I

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFERS OF APPROPRIATIONS
SANITATION ENTERPRISE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
Public Works	$ 6,543,799	$ 200,000	$ 6,743,799
Sanitation	73,026,600	2,500,000	75,526,600
Non-Operating Expenditures:	5,428,376	200,000	5,628,376
Operating Transfers Out	10,782,157	(2,900,000)	7,882,157
	$ 95,780,932	$ -	$ 95,780,932

Exhibit J

CITY OF LAS VEGAS
FISCAL YEAR 2012
TRANSFERS OF APPROPRIATION
REIMBURSABLE EXPENSES INTERNAL SERVICE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
General Government	$ 500	$ 1,500	$ 2,000
Public Safety	50,000		50,000
Econimic Development & Assistance	3,443,707	(1,500)	3,442,207
Non-Operating Expenditures:			
Contributions to Other Governments			0
	$ 3,494,207	$ 0	$ 3,494,207

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 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: $28,127,015.32
Funding Source: All Funds
Dept./Division: Finance

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 5/16/12 - 5/31/12

City of Las Vegas

Summary of Cash Expenditures

For period of 05/16/12 to 05/31/12

Total Services & Materials Checks :	**$7,461,716.28**
Total Services & Materials EFT Payments :	**$11,833,144.49**
Total Wire Transfers:	**$2,948,563.14**
Total Payroll Checks:	**$5,883,591.41**
Grand Total:	**$28,127,015.32**

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

C Falder.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On June 20, 2012 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of the First Amendment to Agreement No. 100189-DC, Construction Management Agreement for Pedestrian Bridges located at Lone Mountain Trail, pedestrian bridges over Lake Mead Boulevard and Cheyenne Avenue, Cultural Corridor Trail pedestrian bridge over Las Vegas Boulevard and Lone Mountain Trail phase 2B, Lake Mead Boulevard to Vegas Drive - Department of Public Works - Award recommended to: PARSONS TRANSPORATION GROUP, INC. ($95,900.47 - Parks and Leisure Activities Capital Projects Fund) - Wards 1, 4 and 5 (Tarkanian, Anthony and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $95,900.47
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

On April 21, 2010 Agreement No. 100189-DC was awarded in the amount of $600,000. This First Amendment will extend the Agreement for an additional six (6) months to continue the work in support of construction management, inspections, environmental coordination, material testing and project closeout of the installation of pre-fabricated steel pedestrian crossings and approximately 1/2 mile of pedestrian trail improvements. This project is funded by the Southern Nevada Public Land Management Act (SNPLMA).

PCC: D. Collins
POC: Raymond Herweg, P.E. - (702) 789-2000

RECOMMENDATION:

That City Council approve award of the First Amendment to Agreement No. 100189-DC, Construction Management Agreement for Pedestrian Bridges to Parsons Transportation Group, Inc., in the amount of $95,900.47. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. First Amendment to Agreement No. 100189-DC
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2012, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Parsons Transportation Group, Inc., (herein the "Consultant"), a Corporation, whose address is 6795 Edmond Street, Suite 150, Las Vegas, Nevada 89118.

WHEREAS, the City and the Consultant have entered into an Agreement dated April 21, 2010, (herein the "Agreement"), retaining the services of the Consultant for Construction Management more fully described therein in connection with the improvements for the Pedestrian Bridge Project (herein "Project") and,

WHEREAS, the City desires to modify the services of the Consultant to increase the duration of the project for an additional six (6) months.

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

1. Revised Exhibit "C" Performance Schedule – Includes Fee Breakdown is attached and hereby amended to increase the total compensation of the entire Agreement referenced herein by $95,900.47, from $600,000 to $695,900.47.

2. Revised Exhibit "G" Disclosure of Ownership/Principals is attached.

All other provisions and Exhibits of the Agreement remain unchanged.

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

Parsons Transportation Group, Inc.

By: _____
Raymond Herweg, P.E.
Area Manager/Principal Project Manager

"CONSULTANT"

CITY OF LAS VEGAS

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

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/24/12
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Exhibit C - Includes Fee Breakdown

Additional Services for Modification No. 1

Revised February 17, 2012

		May 2011		June 2011		July 2011		August 2011		September 2011		Project Close Out	
		Period - 4/23/2011 to 5/27/2011		Period - 5/28/2011 to 6/24/2011		Period - 6/25/2011 to 7/29/2011		Period - 7/30/2011 to 8/26/2011		Period - 8/27/2011 to 9/30/2011		Period - 10/01/2011 to 11/18/2011	
Employee Name / Duties	Hourly rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Raymond Herweg (Construction Manager)	$194.04	8.00	$1,552.32	7.00	$1,358.28	2.00	$388.08	2.00	$388.08	0.00	$0.00		
Michael Lanning (Construction Manager)	$194.04	0.00	$0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00	9.50	$1,843.38	4.00	$776.16
Susan Kildoo (Document Control)	$65.00	1.00	$65.00	2.00	$130.00	1.00	$65.00	1.00	$65.00	4.00	$260.00		
Scott Boswell (Construction Coordinator)	$117.99	144.00	$16,990.56	108.00	$12,742.92	80.00	$9,439.20	57.00	$6,725.43	29.00	$3,421.71		
Shawn Marscheider (Inspector)	$112.00	160.00	$17,920.00	152.00	$17,024.00	78.00	$8,736.00	2.00	$224.00				
Valerie DeJohnette (Document Control)	$65.00									6.50	$422.50		
Sub-Total		313.00	**$36,527.88**	269.00	**$31,255.20**	161.00	**$18,628.28**	62.00	**$7,402.51**	49.00	**$5,947.59**	4.00	**$776.16**
Subconsultants													
Ninyo & Moore			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Monthly Total			**$36,527.88**		**$31,255.20**		**$18,628.28**		**$7,402.51**		**$5,947.59**		**$776.16**
Running Total			$36,527.88		$67,783.08		$86,411.36		$93,813.87		$99,761.46		$100,537.62

Summary of Agreement Costs		**Summary of Amendment Amount Requested**	
Total Agreement Basic and Additional Services	$600,000.00	Amount to Complete Project 4/23/2011 thru Project Closeout	$100,537.62
Agreement Basic Services Amount	$496,288.64	Less Remaining Agreement Amount (Basic and Additional Services)	$4,637.15
Additional Services Previously Requested	$99,074.21	**Amendment Amount Requested**	**$95,900.47**
Remaining Additional Services Amount	$4,637.15		

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1	**Contracting Entity**
	Parsons Transportation Group Inc.
Name	100 M Street, SE Washington, DC 20003
Address	202-775-3300
Telephone	
	36-0982270
EIN or DUNS	

Block 2	**Description**
Pedestrian Bridges Project	
Agreement #100189-DC	

Block 3	Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**Parsons Transportation Group Inc. is a wholly owned subsidiary of Parsons Corporation. Parsons Corporation is a privately-held corporation, wholly owned by its Employee Stock Ownership Plan. No single ESOP participant holds greater than 0.5% of Parsons' shares.**		

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: 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.

Carol Mastoris, SVP

4/19/2012
Date

Subscribed and sworn to before me this 19th day of April, 2012.

Linda M Borschuk
Notary Public

Linda M. Borschuk
Notary Public, District of Columbia
My Commission Expires 10/31/2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Modification No. 3 to Contract No. 120028-PH, Development Services Process Program Management Services - Department of Information Technologies - Award recommended to: ARTECH GROUP, INC. (Not-to-Exceed $210,320 - Computer Services Internal Service Fund [ISF])

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $210,320
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
On October 6, 2011 Contract No. 120028-PH was awarded to the Artech Group to manage the reconfiguration planning for the City's Development Services Process (DSP). The Company is finalizing a DSP Program Foundation Document outlining the business process improvements and technology projects which should be undertaken to reconfigure the DSP. This Modification to the Contract provides for facilitation and project management services in the continuation of the DSP reconfiguration. The Company will oversee the implementation of projects outlined in the DSP Program Foundation Document. These services are expected to last approximately one year.

PCC: P. Hoffman
POC: Rick Virmani - (702) 229-6427

RECOMMENDATION:
That City Council approve award of the Third Modification to Contract No. 120028-PH, Development Services Process Program Management Services to Artech Group, Inc., in the not-to-exceed amount of $210,320. Authority to execute the modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 3 to Contract No. 120028-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 3
DEVELOPMENT SERVICES PROCESS
PROGRAM MANAGEMENT SERVICES

THIS MODIFICATION No. 3 is being entered into this _____ day of _____, 2012, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 S. Main St., Las Vegas, Nevada 89101, and ARTECH GROUP, INC. (hereinafter the "Company") a corporation having its principal office at 3402 Wedo Way, North Las Vegas, Nevada 89031.

The purpose of this Modification is to add scope and funding for a second phase of the reconfiguration of the City's Development Services Process.

The Contract between the City and the Company dated October 6, 2011, along with its subsequent modifications, are hereby modified as follows:

1. B-3 Prices

ADD: "Exhibit A4, Phase Two (Implementation) Payment Deliverables," attached.

The Contract total is increased from $139,200 to $349,520.

2. Performance Period / Delivery Schedule, Section B-5

DELETE: It is anticipated that services will be completed by April 2012.

REPLACE WITH: It is anticipated that services will be completed by May 2013.

3. Scope of Services, Section C-1

ADD: Section C-1(d) Implementation of Program Foundation Plan

The Company will act as facilitator to oversee the implementation of projects, process changes and improvements as described in the Program Foundation Document completed in Phase One.

In facilitating the reconfiguration of the City's Development Services Process, the Company shall continue in its Project Liaison, Project Manager & Coordinator, and Leadership roles as outlined in Sections (a) through (c) above. In addition, should the Company foresee or encounter serious obstacles to successful implementation which are beyond its capabilities to overcome, the Company shall escalate the issue to the appropriate level of City management for resolution. The Company will participate in semi-weekly status meetings with the City Project Manager.

4. Deliverables, Section C-2

ADD: Deliverables for Phase 2

In a facilitation capacity, the Company's direct deliverables for Phase 2, Implementation, are limited to:

1. Project Coordination Meetings: Regular weekly meetings facilitated and convened by the Company with project managers. The Company will prepare minutes and follow up action items.
2. Systems Requirements/Design Meetings: Regular weekly meetings facilitated and convened by the Company to define and document systems requirements and design. The Company will prepare minutes and follow up action items.

3. DSP Committee Meetings: Regularly scheduled weekly meetings with DSP Committees, facilitated and convened by the Company. The Company will prepare minutes and follow up action items.
4. DSP Management Meetings: Two meetings a month, one with the Directors at the DSC and the other with Scott Adams. The Company will prepare minutes and follow up action items.
5. DSP Monthly Report: Report submitted to the City Project Manager as described in Section C-1(b)(ii).
6. Monthly schedule and budget updates: Report submitted to the City Project Manager as described in Section C-1(b)(iii).

5. General

In the event of any conflict between the Contract and this Modification, the provisions of Modification No. 3 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 3 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-29-12
Date

ARTECH GROUP, INC.

5-30-12

RICK VIRMANI, President

"Company"

EXHIBIT A4 - PHASE TWO (IMPLEMENTATION) PAYMENT DELIVERABLES

No.	Deliverable Description	Approx. Delivery	Unit Price	Qty	Extended Price
1	Project Coordination Meetings	4 per week	$ 220.00	200	$ 44,000.00
2	Systems Requirements/Design Meetings	4 per week	$ 440.00	200	$ 88,000.00
3	DSP Committee Meetings	2 per week	$ 440.00	100	$ 44,000.00
4	DSP Management Meetings	2 per month	$ 880.00	24	$ 21,120.00
5	DSP Monthly Report	Monthly	$ 1,100.00	12	$ 13,200.00
	Total Not to Exceed				**$ 210,320.00**

EXHIBIT C - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	**Block 2 Description**
Artech Group, Inc.	**Subject Matter of Contract/Agreement**
Name Rick Virmani	**DSP Program Management Services**
Address 7065 W. Ann Road #130-115, Las Vegas, NV 89130	
Telephone 702-799-9316	
EIN or DUNS 20-3105599	**Contract # 120028-PH**

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Rohit Virmani / President, Secretary, Treasurer, Director	7065 W. Ann Road #130-115 Las Vegas, NV 89130	702-799-9316
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

STATE OF NEVADA
COUNTY OF Clark

Rohit Virmani
Name

5-30-12
Date

Subscribed and sworn to before me this 30th day of May, 2012

Notary Public

TRACY I. MEDEIROS
Notary Public, State of Nevada
Appointment No. 11-5086-1
My Appt. Expires June 1, 2015

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to revise Purchase Order No. 300182 to accommodate a scope change for Bid No. 09.15341.21-DC, Energy Audit Improvements with Core Construction Services of Nevada - Department of Public Works ($360,000 - General Capital Projects Fund [CPF]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $360,000
Funding Source: General CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Core Construction Services of Nevada, Inc. was successful in receiving both the DSC Energy Audit Improvement and the DSC Upgrade CMAR contract; therefore, opportunities exist to save construction time and funds by moving select scope between the contracts. This scope change involves moving the installation of the new smoke purge fans from the DSC Upgrade project to the DSC Energy Upgrade Improvement contract resulting in an estimated cost saving of $20,000 due to construction efficiencies.

PCC: D. Collins
POC: Seth Maurer - (702) 794-0550

RECOMMENDATION:
The City Council approve the revision of Purchase Order No. 300182 to accommodate a scope change for Bid No. 09.15341.21-DC Energy Audit Improvements to Core Construction Services of Nevada, Inc. in the amount of $360,000.

BACKUP DOCUMENTATION:
Contract Memo

PO #300182

Contract Memo

City of Las Vegas
Department of Public Works

Date: 5/23/2012

To: **Kathy Rainey**, Manager, Purchasing & Contracts

From: **Jorge Cervantes, P.E.**, P.T.O.E., Public Works Director

Re: **Modification to Increase the Construction Conflicts & Contingency Reserve Amount**

Upon your review and approval, please process the following contingency increase request.

Project:	**Energy Audit Improvements DSC**	Ward Number:	
Contractor:	**Core Construction**	Project Hansen Number:	
Bid #:	**09.15341.21**	Construction Contract P.O. #:	**300182**
Public Works Project Manager:	Patrick Batte	Phone:	229-1046
Purchasing Contract Specialist:	Dianne Collins	Phone:	229-6181

ENCUMBERANCES	P.O. Contract Amount	P.O. Contingency *(Construction Conflicts & Contingency Reserve)*	Contingency as Percent of Award
Orig Contract & Contingency Award:	$2,462,000.00	$132,948.00	5.40%
Previous Approved Contingency Increases:		$0.00	0.00%
Total	**$2,462,000.00**	**$132,948.00**	5.40%
Amount of Contingency Used as of 5/23/12		$20,853.26	0.85%

		Proposed Total Contingency as Percent of Award
Amount of this Request for Contingency Increase:	**$360,000.00**	20.02%

FUNDING SOURCES FOR THIS INCREASE

Funding Source	Org	Amount	Account #	WA#	Task	Option
Bonds	40011	$360,000.00	810700	WU8230		
	Total	$360,000.00				

Continued on next page

SUMMARY OF PREVIOUS CONTINGENCY USES

Change Orders by Reason Code as of:		Contingency Used as Percent of Award
Design & drawing deficiencies & codes:	$11,498.17	0%
Owner directives:	$8,563.29	0%
Unforeseen conditions & events:	$791.80	0%
Amount of Contingency Used to Date:	**$20,853.26**	**0.85%**

Percent of Previous Approved Contingency Used to Date:	15.69%
Amount of Previously Approved Contingency Remaining:	$112,094.74
Percent of the Construction Completed to Date:	

Justification for Contingency Increase

Because the same contractor was successful in receiving both the DSC Energy Audit Improvement and the DSC CMAR contract, opportunities exist to save construction time and funds by moving select scope between the contracts. The most significant opportunity involves moving the installation of the new smoke purge fans from the CMAR project to the DSC Energy Upgrade Improvement contract. Moving this scope will result in an estimated cost saving of $20,000 due to construction efficiencies. In particular, the Energy Upgrades includes replacement of the HVAC chillers and air handlers which are in the same roof-top location as the smoke purge fans. Both scopes of work entail demolition and re-construction of existing walls for access purposes, using high-capacity cranes to place steel reinforcement beams in excess of 6,000 pounds as well as the placement of the actual units themselves which are more than 10 feet high and weight over 3,000 pounds, integration of both systems into a new controls system, and air balancing of the building which cannot be performed until both scopes of work are complete.

If this increase is granted,

Attached is a list of change orders to date and a list of known future change orders.

APPROVALS

Initials	*Date*	
DB	6/11/12	David Bowers, P.E., P.T.O.E.
J.C.	6/11/12	Jorge Cervantes, P.E., P.T.O.E.
	6/11/12	Kathleen C. Rainey, Manager, Purchasing and Contracts

Change Log

Job No: PWP # CL-2012-26

Project No: 09.15341.21-DC

Date: 5/23/2012

Type	To	From	Number	Title	Issue	Status	Date	Approved	Started	Completed	Responded	Required	Cost
CO	CORE	001	00001	Add Isolation Valves to Exist. CWHP		APP	3/21/2012	3/27/2012	owner			3/31/2012	$8,563.29
CO	CORE	001	00002	Added Non Compensable Days		APP	2/21/2012	2/22/2012				3/2/2012	$0.00
CO	CORE	001	00003	Fire Sprinkler Modifications		APP	3/6/2012	3/6/2012	EOR			3/16/2012	$5,681.97
CO	CORE	001	00004	Relocated Electrical Panel 'D'		APP	3/6/2012	3/6/2012	EO			3/16/2012	$1,870.35
CO	CORE	001	00005	Heat Pump Breakers at Fire Sta #41		APP	4/3/2012	4/3/2012	EO			4/13/2012	$1,882.61
CO	CORE	001	00006	FireSta#41 Fan Coil 2-1 Relocation		APP	4/29/2012	5/1/2012	EO			5/9/2012	$2,063.24
CO	CORE	001	00007	Fire Sta #41 Waterline Relocation		APP	4/29/2012	5/1/2012	Unforseen			5/9/2012	$791.80
CO	CORE	001	00008	Smoke Purge System at DSC Building		APP	5/3/2012	5/1/2012	7/15/2012	8/5/2012		5/13/2012	$359,197.86

$380,051.12
-$359,197.86
$20,853.26

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to authorize staff to submit a Revised Public Purpose Reservation to the Bureau of Land Management (BLM) for forty acres of land located in the vicinity of Tropical Parkway and Shaumber Road, to change the location of the existing reservation, BLM serial number N-77372, APNs 126-25-201-010 and 126-25-201-013 - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Real Estate Section

PURPOSE/BACKGROUND:
This reservation was originally submitted to the BLM on August 27, 2007. The City of Las Vegas is revising the location of the reservation to allow for the future alignment of Shaumber Road. The net acreage remains the same at forty acres.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. 2007 letter of request and map
2. New request letter with revision
3. Map depicting old and new location

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

FIELD OPERATIONS DIRECTOR
LARRY HAUGSNESS

August 27, 2007

Anna Wharton
Supervising Realty Specialist
Division of Land Sales and Acquisitions
Bureau of Land Management
Las Vegas Field Office
4701 N. Torrey Pines Dr.
Las Vegas. NV 89130-2301

Re: Reservations for Las Vegas Metropolitan Police Department (LVMPD)

Dear Ms. Wharton:

The City of Las Vegas would like to request that the following reservation replace the current LVMPD reservations on file at the BLM:

Las Vegas Metropolitan Police Command Center (APN 126-25-201-010)

Mount Diablo Meridian
T. 19 S., R. 59 E., Sec. 25,
W½W½NW¼NW¼, E½NE¼NW¼NW¼, SE¼NW¼NW¼,
W½NE¼SW¼NW¼, NW¼SW¼NW¼,
(approximately 40 acres)

Please note that this reservation replaces only our LVMPD reservations. Our Affordable Housing reservations currently on file at the BLM shall remain.

I have attached maps of the parcels for your reference and use. If there is any additional information you need or if you have any questions, please do not hesitate to contact me at 702.229.1022.

Sincerely,

Robin Yoakum
Real Estate & Utilities Administrator

RY/rlr

cc: Cinda Loucks, LVMPD

Attachments:
Assessor's Parcel Maps
Site Map

RECEIVED
Bureau of Land Management
07:30

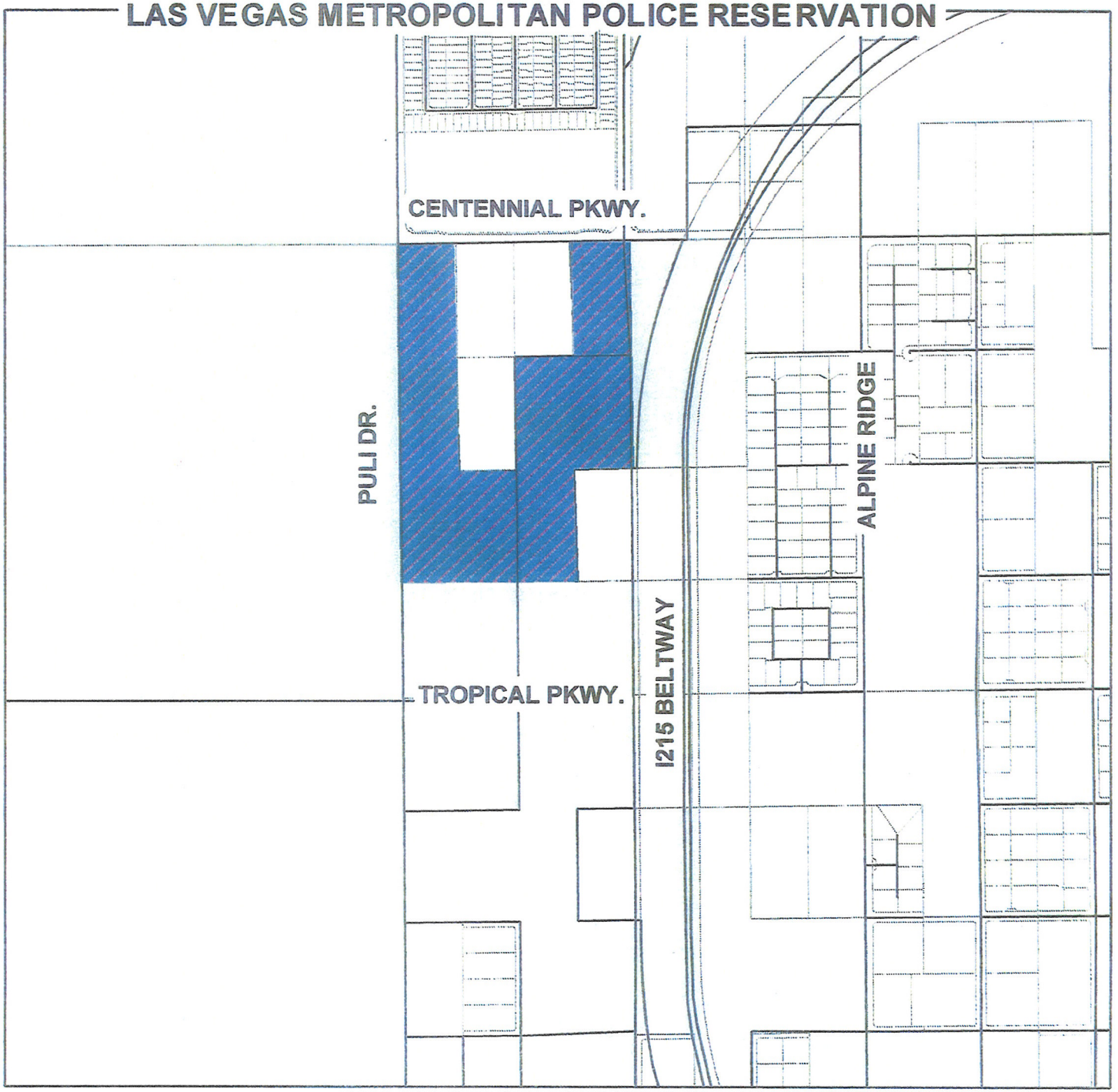
AUG 2 8 2007

LAS VEGAS
FIELD OFFICE
Las Vegas, Nevada

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
LAS VEGAS METROPOLITAN POLICE RESERVATION



Site Map

Legend

- Street Centerline
- Parcels
- Beltway
- USA Parcels
- Metro_Reservation Command Center (40 ac.)

Facilities Management
Real Estate & Utilities

N

08/27/2007

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

OPERATIONS AND MAINTENANCE
DIRECTOR
LARRY HAUGSNESS

June 21, 2012

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

Re: SNPLMA Reservation file N-77372

Dear Ms. Rugwell:

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

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

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

Sincerely,

Robin Yoakum

Robin Yoakum, Administrator
Real Estate

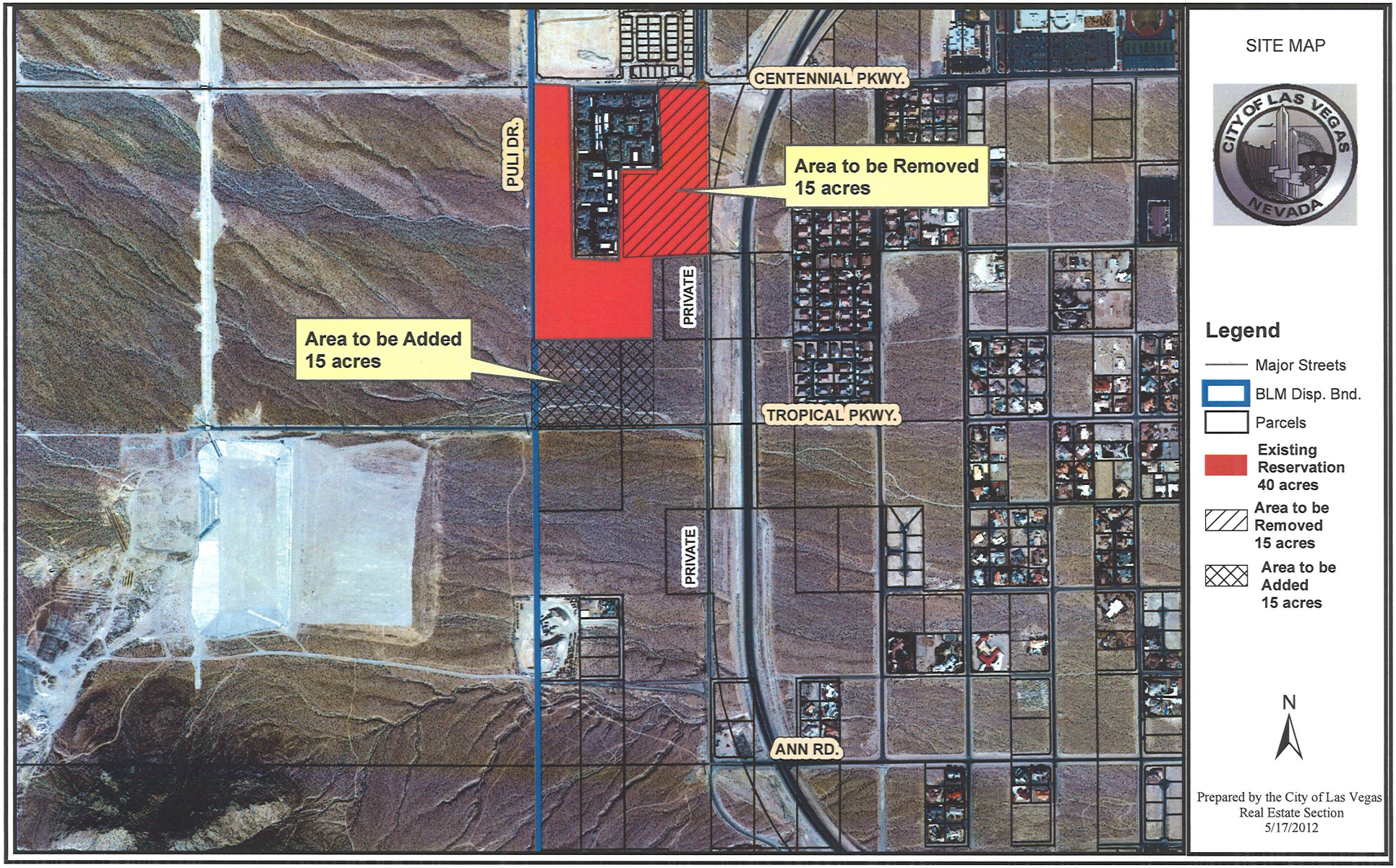
Enclosure:
Reservation Matrix (1 pg.)

RY:rlr

CITY OF LAS VEGAS
DEVELOPMENT
SERVICES CENTER
333 N. RANCHO DR.
LAS VEGAS, NEVADA 89106

VOICE 702.229.1030
FAX 702.382.0848
TTY 702.386.9108
www.lasvegasnevada.gov

Revised Public Purpose Reservation
(net acreage remains the same at 40 acres)



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the allocation of $360,000 (HOME Investment Partnership Program Funds) and $72,000 (Redevelopment Agency (RDA) 9% Set-Aside Funds) for a total allocation of $432,000 to Help of Southern Nevada to operate a tenant-based rental assistance program - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $432,000
Funding Source: HOME, RDA 9% Set-Aside
Dept./Division: Economic & Urban Development

PURPOSE/BACKGROUND:
Help of Southern Nevada is eligible to receive additional federal funds for the purpose of providing tenant-based rental assistance to individuals and families with low-income, with a preference for homeless or near homeless families. They are one of two agencies that provide rental assistance for the City and have a good track record of past performance. The additional funds will ensure continued operations and housing assistance for two years. The City of Las Vegas shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification.

RECOMMENDATION:
Staff recommends approval of the TBRA and RDA funding allocations and authorization of the Mayor to execute any and all related agreements and documents required for the programs following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Home Investment Partnerships ("HOME") Program Agreement to Fund HELP of Southern Nevada Tenant Based Rental Assistance Program

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
HELP OF SOUTHERN NEVADA
TENANT BASED RENTAL ASSISTANCE PROGRAM

THIS AGREEMENT, made and entered into this 1st day of July, 2012 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and **HELP OF SOUTHERN NEVADA**, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 1640 E. Flamingo Rd., Suite 100, Las Vegas, Nevada 89119 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City of Las Vegas has entered into a Grant Agreement with the United States Department of Housing and Urban Development, referred to as "HUD"), for participation in the HOME Tenant Based Rental Assistance Program, (hereinafter referred to as the "TBRA Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the City as the Entitlement Grantee for the HOME TBRA Program is responsible for planning, administration, implementation, and evaluation of the City's program; and

WHEREAS, Subrecipient, is a non-profit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, Subrecipient has agreed to utilize the City's HOME Program funds to administer a Tenant Based Rental Assistance Program which will assist low-income individuals and families whose income does not exceed 60 percent of area median income, with a preference for homeless or near homeless persons, with rent payment assistance and utility services payments while they obtain skills, resources, and other assets to maintain self-sufficiency; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program, and/or other funds to assist with Tenant Based Rental Assistance Program, (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas City Council hereby determines that the Program shall provide a substantial benefit to the inhabitants of the City.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

I. SCOPE OF SERVICES

A. SUBRECIPIENT RESPONSIBILITIES

Subrecipient will be responsible for administering a HOME funded program known as" A New Path", ("the Program")to provide activities eligible under the HOME Program as more specifically set out in Exhibit "A," Scope of Services Description, attached hereto. It is expressly agreed and understood that the total amount to be provided by the City under this Agreement shall not exceed Three Hundred Sixty Thousand dollars **($360,000)** in HOME Funds to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached to this Agreement. Subrecipient must abide by the TBRA Program as specified in Exhibit "C" and agrees to adhere to the Scope of Services Description, Exhibit "A. attached hereto and incorporated herein as a part of this Agreement."

B. TIME OF PERFORMANCE

This Agreement provides for HOME funding of Subrecipient's program rendered in accordance with this Agreement from July 1, 2012 through June 30, 2014, inclusive. This Agreement shall be for twenty-four months. The City reserves the right to modify, amend or extend this agreement with a written thirty (30) day notice to the Subrecipient based on performance, City Council directives, and/or funding availability. The City shall bear no liability to fund or provide payment for Subrecipient program services in the event that no HOME funds are received during the applicable fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent of the HOME fund grants the City receives. Subrecipient program expenses incurred after July 1, 2012, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with Nevada Revised Statutes (NRS) 319.510.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

Subrecipient agrees to abide with all Policies, Regulations and program criteria as specified in the Parks, Recreation & Neighborhood Services (PRNS) HOME Program Manual as it pertains to HOME funding, a copy of which has been provided to Subrecipient. Subrecipient shall obtain any and all Federal, State, and local permits and licenses required to execute the Program as described in the Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOME funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

Subrecipient has requested the financial support of the City to enable Subrecipient to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for HOME funding.

C. INDEMNIFICATION

Subrecipient agrees to protect, defend, indemnify and save harmless the City from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, representatives from HUD and/or State of Nevada representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, representatives from HUD and/or State of Nevada representatives. Said representatives,

or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan (A plan prepared in accordance with 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities) and the national and primary objectives of the HOME Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after Agreement terminates, except those records subject to audit findings shall be retained for an additional three (3) years. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative find that the records delivered by the Contractor are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

Subrecipient may not assign any part of its rights in this Agreement without consent of City. Any such assignment of rights without consent of City shall result in the forfeiture of all compensation, or any part thereof, as determined by City.

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both the Subrecipient and the Mayor if funding amounts over $24,999 are involved or by the Director of PRNS or the PRNS Director's designee if funding amounts of less than $25,000 are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize HOME funding to the City.

J. THIRD PARTY CONTRACTS

Subrecipient shall provide reasonable advance notice to, and obtain express written consent from the City prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such

services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 92.257

As a general rule, in accordance with First Amendment Church/State Principles, HOME assistance may be provided to primary religious organizations for any activity, excluding inherently religious activities.

B. POLITICAL ACTIVITIES SECTION 319 OF PUBLIC LAW 101-121 OF THE DEPARTMENT OF THE INTERIOR APPROPRIATIONS ACT.

Subrecipient will comply with this section, which prohibits the use of HOME funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME 24 CFR 92.2

Subrecipient agrees that program income, includes, but is not limited to, the following:

Repayment, interest, and other return on the investment of HOME will be remitted to the City for additional eligible activities.

D. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," OMB Circular No. A-21, "Cost Principles for Educational Institutions," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions", as may be applicable.

E. OTHER PROGRAM REQUIREMENTS 24 CFR 92.350-3, 92.358

Subrecipient shall carry out its activities in compliance with all laws and regulations as described in Nevada Revised Statute and Federal Regulations. More specifically, Subrecipient shall be required to comply with the following:

1. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968-- FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

2. SECTION 109 OF THE ACT--AGE DISCRIMINATION ACT of 1975 --SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity.

3. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 92.353)

Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

4. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

5. CONFLICT OF INTEREST 24 CFR 92.356

This Agreement is subject to the general rule that no person who is an employee, Subrecipient, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to HOME activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME -assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOME -assisted activity, or with respect to the proceeds of the HOME -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 92.505

Subrecipient shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of funds.

7. ENVIRONMENTAL STANDARDS 24 CFR 92.352

This Agreement is subject to National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

8. LEAD-BASED PAINT 24 CFR 92.355

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 92.353; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

F. DRUG-FREE WORKPLACE

As a Subrecipient of HOME funds, and in connection with public services offered, the Subrecipient agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to City any HOME funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME funds.

H. ANTI-LOBBYING

Subrecipient will not use HOME for lobbying any branch of the government in connection with a specific contract, grant, or loan, and that no HOME funds have been paid or will be paid, by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any

agency in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. RECORD KEEPING 24 CFR 92.508

Subrecipient shall maintain records for a period of five years after the Agreement ends except as set forth under II.E. of this Agreement. Income eligibility, household size, HQS compliance, tenant payment and lease agreement records must be kept on each family.

K. FORFEITURE OF FUNDS

Any material breach of the terms of this section shall result in forfeiture of all HOME Program or other funding received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

L. EXPIRATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

M. HOUSING QUALITY STANDARDS 24 CFR 251

Subrecipient agrees to require the subrecipient/project sponsors providing rental units to clients funded by the HOME TBRA Programs to conduct Housing Quality Standard inspections established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements prior to the execution of the client lease or occupation of the units and on an annual basis thereafter. Copies of the HQS inspections will be retained in the tenant's files.

N. LIMITED ENGLISH PROFICIENCY (EXECUTIVE ORDER 12166, 13166 AND TITLE VI)

The federal government mandates reduction of language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Failure to ensure LEP access to HUD benefits may violate Title IV as referenced in III.D.1 of this AGREEMENT.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between $200,000 and $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the Subrecipient to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Subrecipient as non-compliant. This means that no funds may be drawn until the City of Las Vegas Parks, Recreation & Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOME Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup for reimbursement must include documentation to verify proof of payment such as: copies of the front and back of the cancelled checks, wire transfer receipts, downloaded bank transaction information from Subrecipient bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof and the Subrecipient agrees to provide the requested data.

D. RECORDS

Program records shall be maintained in accordance with 92.508, State of Nevada and CITY requirements with respect to all matters covered by this Agreement

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the City will be in accordance with the Program budget delineated in Exhibit "B" and subject to any conditions imposed in the Scope of Services, to include monthly reports when seeking reimbursement from the City for Program costs. Subrecipient shall not make any changes in the Program budget unless permission requested in writing is obtained and approved in writing from the PRNS Director.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program budget expenditures identified in Exhibit "B" of this Agreement. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements. Before paying such expenses, the City will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are HOME ineligible or which are not within the scope of this Agreement.

Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and will be paid on a reimbursement basis.

G. UNEXPENDED FUNDS

The HOME TBRA Funds must be spent in a timely manner. As this Agreement is for 24 months, at least half (50%) of the award must be used by June 30th of the first Program Year (FY 12/13). Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department. At least twenty-five percent (25%) of the HOME Funds must be spent quarterly.

The Monthly Client Status Report Form, Exhibit E attached hereto, respectively, must be received by the 7th of each month along with the monthly Request For Funds form (RFF) ("Exhibit F"). In addition to the City's right to reprogram the unspent HOME funds, if the Subrecipient fails to utilize all of the HOME TBRA funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for HOME funding submitted by the Subrecipient to the City by the amount of the HOME funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the PRNS Director or his or her designee. All funds must be expended by June 30th, of final Program Year (FY 13/14) with the Request for Release of Funds and the HOME Reporting Forms submitted by July 10th of each Program Year. Unspent HOME Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Expenditures charged to City HOME funds will be accounted for separately from all other revenue sources. These records shall be maintained by Subrecipient.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by State of Nevada and/or any applicable statutes or regulations.

B. TERMINATION PROCEDURES

Subrecipient and the City hereby agree that this Agreement is subject to State enforcement procedures. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the City or Subrecipient or more severe action by the awarding agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the City reserves the right to set the terms and conditions for suspension or termination, for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to Subrecipient at the location specified in Exhibit "A", Item D of this Agreement.
If the Subrecipient fails to fulfill, in a timely and proper manner, its obligations under this Agreement, the City may suspend or terminate this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

D. NOTIFICATION OF AGENCY CHANGES

Subrecipient must notify the City in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

E. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iv) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

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

City of Las Vegas

Carolyn G. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action June 20, 2012

APPROVED AS TO FORM: Robert S. Sylvain 6-6-12

Robert S. Sylvain
Deputy City Attorney

HELP of Southern Nevada

Terrie D'Antonio, Executive Director

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

The City of Las Vegas Tenant-Based Rental Assistance Program (TBRA) (is a resident-based rental housing assistance program that provides rental subsidies to low income individuals whose income does not exceed 60% AMI with a preference for homeless or nearly homeless persons. The program guidelines and procedures, including Tenant Selection Policy are attached as Exhibit "C" and "D" to the Agreement.

It is the intention of this program to assist low income people with a preference for those who are homeless or about to become homeless to regain both a home to live in and become self sufficient through obtaining gainful employment by providing case management and support services.

Subrecipient will use HOME and/or other funds to provide the direct financial assistance to HOME eligible households with annual household incomes at or below 60% of the area median income, adjusted for family size. Help of Southern Nevada will qualify the Participants as HOME eligible, will review the tenant/landlord leases and will pay the landlord directly as specified in Exhibit "C." The length of assistance will be determined by Help of Southern Nevada as specified in Exhibit "C" for up to one year.

Subrecipient shall not commit HOME funds to a tenant until a case manager has verified that the individual or family is low-income and whether they are homeless or is imminently in danger of becoming homeless. This will be done through an established verification process which complies with HOME federal regulations 24 CFR 92.

Subrecipient agrees to verify that the tenant families receiving such rental assistance meet the income requirements of 24 CFR 92.216, utilizing the HOME Income Guidelines (Exhibit "D") and the Section 8 definition of annual gross income found at 24 CFR Part 5.

Subrecipient further agrees that lease agreements entered into for the TBRA Program will only include rent payments (including utilities) which do not exceed the TBRA Payment Standard (Exhibit "D"). If utility services are not included in the rent, utility payments may not exceed the Allowance for Tenant-Furnished Utilities and Other Services per current HUD Form 52667 as updated annually.

Subrecipient agrees that any Project costs, unless and until otherwise specified in writing, by the PRNS Director, exceeding the $360,000 in HOME Program funds provided by the City pursuant to City of Las Vegas City Council action of June 20, 2012, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Program, unless otherwise agreed to by the City.

Subrecipient agrees to abide by the Program Eligibility Requirements stipulated in the City of Las Vegas Procedures for TBRA Program (Exhibit "C").

B. SERVICES TO BE PROVIDED – CLIENT TYPES

There are two types of clients to be provided services:

- Walk-In's or Other Agency Referrals
- City of Las Vegas PRNS Direct City Referrals

By accepting these funds, Subrecipient agrees to utilize at least 10% of the TBRA funds to provide services within 5 days to direct referred City of Las Vegas clients so long as there are funds to assist them. This means that when the CLV/PRNS Grant Program Coordinator (GPC) refers a client, that clients will be assisted immediately, meaning they will be seen and assessed without having to be placed on a waiting list for services. If a waiting list exists, the referral will be placed at the top of the

waiting list. After assessing that the participant qualifies under the Tenant Selection Policy, the following services will be offered:

- Rental assistance: for a period of up to one year
- Utility assistance: i.e. Electric, Gas, Water, Sewer, and Trash (phone and cable services are excluded)
- Referrals for the following areas: counseling, low cost medical, clothing, food, personal hygiene items, employment, and support groups for various needs

C. CLIENT RECORDS

Subrecipient will provide the Neighborhood Services with Monthly Client Status Report Forms (Exhibit "E") indicating client usage records for HOME assisted units on a monthly basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "D");
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.
11. Number of clients removed from the program due to non-compliance.

EXHIBIT "B"

PROJECT BUDGET

Supply Tenant Based Rental Assistance (rent payments and utility assistance) to Low income families:	$360,000

EXHIBIT "C"
PROCEDURES FOR TENANT BASED RENTAL ASSISTANCE PROGRAM

A. PURPOSE
To provide rental assistance for up to one year to low income families and individuals while they are obtaining skills, resources, and other assets to maintain self-sufficiency in covering living expenses.

B. ASSISTANCE
Partial grants to cover the amount of funds needed for the following:

1) Rent payment assistance.
2) Utility allowance payments (electric, gas, and water, excluding phone and cable).

Monthly assistance paid on behalf of the program participant may not exceed the difference between the Rent Payment Standard set for the unit (see Exhibit "E") and 30 percent of the family's monthly adjusted income calculated using the Section 8 definition of annual gross income found at 24 CFR Part 5. The Minimum Tenant Payment, as required by 24 CFR 92.209 (h) (2), is established at ten (10) dollars per month.

This Program will be 100 percent tenant-based. The housing assistance goes with the individual/family participant and is not controlled in any way by the housing owner. The participant is free to use his/her assistance anywhere within Clark County, including the cities of Henderson, Boulder City, Mesquite, North Las Vegas and Las Vegas, where the owner is willing to participate. Participation by private sector housing owners is strictly voluntary.

C. FUNDING
City of Las Vegas federal HOME Investment Partnerships Program (HOME)

D. ELIGIBLE PERSONS
Citizens who are low- income individuals with a preference for persons who are less than 60% of HUD's annually published Area Median Income, currently homeless, or about to become homeless (subject to evaluation and approval).

E. TENANT SELECTION POLICY
1) Participants must complete in full all application paperwork and provide identification, income, and citizenship documentation for all household members.
2) Program Participants will be selected on a first-come, first-served basis and a preference will be given to persons who are homeless or those about to become homeless. The use of this preference will not cause discrimination based on race, color, religion, sex, national origin, handicap or familial status. Additionally, this preference does not prevent the participant from participating in other available programs or forms of assistance.
3) Participants must commit to working with case manager on an individualized plan to achieve self-sufficiency at the end of the lease agreement, which may include but is not limited to job training opportunities, vocational rehabilitation programs, parenting classes, job search activities, credit counseling, and applications for other forms of assistance. Failure to follow these plans may result in a termination of the agreement, causing funding to be revoked. In addition, participants who have failed to demonstrate a commitment to following case plan recommendations in the past may not be considered for funding support.

F. TYPES OF ASSISTANCE:

Monthly Assistance: Assistance will be offered to eligible households in the form of a grant without repayment required as specified below

1. Rent Payment Assistance. Subsidy cannot be greater than the difference between 30 percent of the households' adjusted monthly income and the payment standard. A minimum $10 is required if they have no monthly income.
2. The Program will pay the reasonable monthly rental payments (rent charged is comparable to unassisted units in the same market area) on selected rental unit to the owner on behalf of the participant and will pay monthly utility costs (not to exceed the Utility Allowance) to the utility company. Rental assistance shall be offered as based on the policies and procedures of the Subrecipient agency administering the program and determined by employing the Program Rent Payment Standard (Exhibit "D") less utility allowance. Each individual will work with the Subrecipient staff to establish a one year program of assistance. Length of assistance may be extended up to two years with documented special circumstances.
3. The length of time rental assistance will be available will be determined by participant's completion of program goals and benchmarks.

G. LEASE PROVISIONS:

1. All renter households assisted under this Program shall produce a written lease which has been signed for a period of no less than one year, unless by mutual agreement between the tenant and the owner. Copy of the lease must be kept in the tenant file.
2. Leases must be reasonable and must not contain the prohibited language found at 92.253.
3. Owners may adjust rents as leases are renewed, but lease must be denied if the rent is not reasonable.

H. ELIGIBLE UNITS:

1. Qualified transitional housing operated by a recognized transitional housing program is eligible.
2. Available rental housing within Clark County.
3. Tenants must use TBRA assistance in units that meet Section 8 Housing Quality Standards (HQS). Inspections must be made at initial occupancy and annually during the length of the TBRA assistance. The Housing Quality Standards include a basic occupancy standard of two persons per living/sleeping area.
4. All units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units.
5. Units may receive project-based rental assistance, but HOME TBRA assistance cannot provide a duplicative subsidy.
6. For units built before 1978, the owner must provide documentation from a qualified person certifying that the property is lead-based paint free. Otherwise, units built prior to 1978 are not TBRA eligible units.

I. PROCEDURES:

1. The Subrecipient will advertise the Program in a manner that all eligible low-income households have the opportunity to apply for assistance. Marketing activities must include special outreach to eligible applicants who are determined to be "least likely to apply".
2. Potential applicants must fill out an application in person at the Subrecipient agency or their designee office. If a physical disability or inability to access public transportation exists, individual visits with the case manager at an alternate location may be available on an individual basis.
3. Applicants must provide acceptable, third party verification of all sources of gross income (this should include employment, benefits, pensions, food stamps, etc), and all assets for the

household for documentation of initial eligibility and interim re-examination of income as the household size, composition, and income changes.

4. Provide copies of birth certificates and /or Social Security cards and picture ID, State of Nevada Medical cards with children's social security number, as applicable for all persons who reside in the household.
5. Provide a goals statement describing why they are viable candidates for assistance, to include how they plan to demonstrate that they will be in a position to maintain their housing expenses after the termination of assistance under this Program.
6. If applicant is approved, financial assistance will be paid directly to the landlord or the utility company.
7. The Subrecipient will conduct a needs assessment with the participant and make appropriate referrals for other forms of assistance.
8. Participant must agree to provide copies of financial documentation to assist in the development and implementation of their plan to maintain their housing costs after the period of assistance.
9. Provide rental agreement with the names of all household members as stated on the application. Utility bills must be in name of at least one of the residents of the household.
10. Participant must agree to a maximum tenant payment of 30% of household adjusted monthly income as defined in 24 CFR 5.611 and a minimum tenant payment of ten (10) dollars per month.

J. SUBRECIPIENT RESPONSIBILITIES:

1. Will be responsible for screening and selecting potential program participants in a consistent and unbiased manner in accordance with the Selection Criteria set forth in Item E.
2. Will verify recipients are homeless through an established verification process which complies with HOME federal regulations 24 CFR 92 when using the selection preference.
3. Subrecipient agrees to verify that the families receiving such rental assistance meet the income requirements of 24 CFR 92.216, utilizing the HOME Income Guidelines (Exhibit "D").
4. Will review the rental lease to ensure the agreement complies with the HOME federal regulations 24 CFR 92 and will verify that lease agreements entered into for the Tenant Based Rental Assistance Program will only include rents payments which do not exceed the Program Rent Payment Standard attached as Exhibit "D" to the Agreement.
5. Will review and approve rent increases.
6. Will provide monthly reports (Exhibit "E") indicating the number of individuals entering the program, along with all required demographic information; the progress of existing participants; the amounts paid for each individual; and other benchmarks for the program.
7. Will coordinate with other service providers to ensure the participants have access to their identified needs, training, and care.
8. Develop written policies and procedures including program standards and termination procedures for the TBRA program to be used by applicants, participants, and landlords.

K. TERMINATION OF ASSISTANCE

Any violation of the material provisions of the lease, income eligibility, or illegal activities will be cause for termination from the Program, in accordance with the provisions of the Program. The Subrecipient will terminate participant rental assistance for any violation so designated in the participant's TBRA agreement/plan with the Subrecipient to include participant failure to cooperate in determining eligibility or for misrepresentation.

EXHIBIT "D"
HOME PROGRAM INCOME GUIDELINES
&
TENANT-BASED RENTAL ASSISTANCE PROGRAM PAYMENT STANDARD

U.S. Department of Housing and Urban Development (HUD)

HOME/ Program Limits (Effective November 16, 2011)
Median Family Income ($64,300)

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	HOME (60%) LIMITS	LOW INCOME (80%)
1	less than $13,900	less than $23,100	less than $27,720	less than $37,000
2	less than $15,850	less than $26,400	less than $31,680	less than $42,250
3	less than $17,850	less than $29,7 00	less than $35,640	less than $47,550
4	less than $19,800	less than $33,000	less than $39,600	less than $52,800
5	less than $21,400	less than $35,650	less than $42,780	less than $57,050
6	less than $23,000	less than $38,300	less than $45,960	less than $61,250
7	less than $24,600	less than $40,950	less than $49,140	less than $65,500
8	less than $26,150	less than $43,600	less than $52,320	less than $69,700

Tenant-Based Rental Assistance Program Payment Standard
Based on 2011 Fair Market Rents For Existing Housing
U. S. Department of Housing and Urban Development (HUD)
Effective 2-29-2012

UNIT SIZE	*PAYMENT STANDARD
Efficiency	$739
1 - Bedroom	$870
2 - Bedroom	$1,024
3 - Bedroom	$1,423
4 - Bedroom	$1,713
5 - Bedroom	$1,970
6 - Bedroom	$2,027

*The Program Payment Standard includes rent payment and utility allowance. The maximum rent payment is calculated by deducting the utility allowance from the Program Payment Standard.

EXHIBIT "E"
MONTHLY CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

RE: Agency/Project: Help of Southern Nevada "A New Path Program"
Represents Month _____

Below are the HUD race categories, which must be reported for clients served with federal funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: i.e. female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients then the monthly and yearly total will change to reflect the amount of new clients.

A Race Category	B Monthly Client Total	C Monthly Hispanic Total	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Unduplicated # Served this month _____
Unduplicated # of units _____

Number of NEW clients requesting assistance this month _____
Number of clients put on waiting list this month _____

ATTACHMENT "F"

City of Las Vegas

Parks, Recreation and Neighborhood Services

REQUEST FOR FUNDS-HOME

Ward: _____ **GRANT/FUNDING SOURCE:** _____

REQUEST NO: _____ DATE PREPARED: _____

Payment Information

PAYABLE TO: _____

Executive Director: _____

Subrecipient Address: _____

City: _____ State: _____

Project Name: _____

Project Address: _____

Description		Amount Authorized	Previous Drawdowns	Amount of this Request	Balance Available
TOTALS:					

Authorization for Request for Funds

_____ _____

Signature Title

_____ _____

Name (Type or Print) Phone Number

This Section: Neighborhood Services Department Only

Funding Source/Grant Name:				
Funding Year:				
Project Number:				
Total Amt Approved:				
LESS: Prior Drawdowns:				
LESS: Amt of this Request:				
Available Balance after this Request:				

Council approval Date (If applicable) _____

This Section: City of Las Vegas Use Only

Vendor No. _____ P.O. No. _____

Invoice Date _____ Release No. _____

Invoice No. _____ Receipt No.

ORG	Account Number	Work Authorization	Task Code	Option Code	Amount
				TOTAL:	0.00

Special Instructions for Accts Payable: _____

Prepared by: _____ **Supervisor Review:** _____ **Grants Accounting:** _____

Manager Approval: **Director Approval:**

Authorized Signature Date Authorized Signature Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve allocation of $360,000 (HOME Investment Partnership Program Funds) and $72,000 (Redevelopment Agency (RDA) 9% Set-Aside Funds) for a total allocation of $432,000 to Catholic Charities to operate a tenant-based rental assistance program - All Wards

Fiscal Impact

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

Amount: $432,000
Funding Source: HOME, RDA 9% Set-Aside
Dept./Division: Economic & Urban Development

PURPOSE/BACKGROUND:
Catholic Charities is eligible to receive additional federal funds for the purpose of providing tenant-based rental assistance to individuals and families with low-income, with a preference for homeless or near homeless families. They are one of two agencies that provide rental assistance for the City and have a good track record of past performance. The additional funds will ensure continued operations and housing assistance for two years. The City of Las Vegas shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification.

RECOMMENDATION:
Staff recommends approval of the TBRA and RDA funding allocations and authorization of the Mayor to execute any and all related agreements and documents required for the programs following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Home Investment Partnerships ("HOME") Program Agreement to Fund Catholic Charities Tenant Based Rental Assistance Program

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
CATHOLIC CHARITIES
TENANT BASED RENTAL ASSISTANCE PROGRAM

THIS AGREEMENT, made and entered into this 1st day of July, 2012 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and **CATHOLIC CHARITIES OF SOUTHERN NEVADA**, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 1501 Las Vegas Blvd, Las Vegas, Nevada 89101 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City of Las Vegas has entered into a Grant Agreement with the United States Department of Housing and Urban Development, referred to as "HUD"), for participation in the HOME Tenant Based Rental Assistance Program, (hereinafter referred to as the "TBRA Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the City as the Entitlement Grantee for the HOME TBRA Program is responsible for planning, administration, implementation, and evaluation of the City's program; and

WHEREAS, Subrecipient, is a non-profit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, Subrecipient has agreed to utilize the City's HOME Program funds to administer a Tenant Based Rental Assistance Program which will assist low-income individuals and families whose income does not exceed 60 percent of area median income, with a preference for homeless or near homeless persons, with rent payment assistance and utility services payments while they obtain skills, resources, and other assets to maintain self-sufficiency; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program, and/or other funds to assist with Tenant Based Rental Assistance Program, (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, the Las Vegas City Council hereby determines that the Program shall provide a substantial benefit to the inhabitants of the City.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

I. SCOPE OF SERVICES

A. SUBRECIPIENT RESPONSIBILITIES

Subrecipient will be responsible for administering a HOME funded program known as" Homeless to Home", ("the Program")to provide activities eligible under the HOME Program as more specifically set out in Exhibit "A," Scope of Services Description, attached hereto. It is expressly agreed and understood that the total amount to be provided by the City under this Agreement shall not exceed Three Hundred Sixty Thousand dollars **($360,000)** in HOME Funds to be allocated in accordance with the Project Budget as detailed in Exhibit "B" attached to this Agreement. Subrecipient must abide by the TBRA Program as specified in Exhibit "C" and agrees to adhere to the Scope of Services Description, Exhibit "A. attached hereto and incorporated herein as a part of this Agreement."

B. TIME OF PERFORMANCE

This Agreement provides for HOME funding of Subrecipient's program rendered in accordance with this Agreement from July 1, 2012 through June 30, 2014, inclusive. This Agreement shall be for twenty-four months. The City reserves the right to modify, amend or extend this agreement with a written thirty (30) day notice to the Subrecipient based on performance, City Council directives, and/or funding availability. The City shall bear no liability to fund or provide payment for Subrecipient program services in the event that no HOME funds are received during the applicable fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent of the HOME fund grants the City receives. Subrecipient program expenses incurred after July 1, 2012, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon Subrecipient conformance with Nevada Revised Statutes (NRS) 319.510.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

Subrecipient agrees to abide with all Policies, Regulations and program criteria as specified in the HOME Program Manual as it pertains to HOME funding. Subrecipient shall obtain any and all Federal, State, and local permits and licenses required to execute the Program as described in the Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOME funds.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

Subrecipient has requested the financial support of the City to enable Subrecipient to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, PRNS Department Director or the designee of the PRNS Department Director, to assure continuing eligibility for HOME funding.

C. INDEMNIFICATION

Subrecipient agrees to protect, defend, indemnify and save harmless the City from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, representatives from HUD and/or State of Nevada representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, representatives from HUD and/or State of Nevada representatives. Said representatives,

or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan (A plan prepared in accordance with 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities) and the national and primary objectives of the HOME Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable laws and regulations and this Agreement.

E. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after Agreement terminates, except those records subject to audit findings shall be retained for an additional three (3) years. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative find that the records delivered by the Contractor are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. INSURANCE

The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

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

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

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before performance by the Subrecipient commences hereunder, whichever is earliest. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the Subrecipient fails to carry the insurance required herein, the City has the option to purchase replacement insurance and charge the costs back to the Subrecipient.

G. IRS REGULATIONS

Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

Subrecipient may not assign any part of its rights in this Agreement without consent of City. Any such assignment of rights without consent of City shall result in the forfeiture of all compensation, or any part thereof, as determined by City.

I. AGREEMENT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both the Subrecipient and the Mayor if funding amounts over $24,999 are involved or by the Director of PRNS or the PRNS Director's designee if funding amounts of less than $25,000 are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize HOME funding to the City.

J. THIRD PARTY CONTRACTS

Subrecipient shall provide reasonable advance notice to, and obtain express written consent from the City prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such

services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

III. FEDERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 92.257

As a general rule, in accordance with First Amendment Church/State Principles, HOME assistance may be provided to primary religious organizations for any activity, excluding inherently religious activities.

B. POLITICAL ACTIVITIES SECTION 319 OF PUBLIC LAW 101-121 OF THE DEPARTMENT OF THE INTERIOR APPROPRIATIONS ACT.

Subrecipient will comply with this section, which prohibits the use of HOME funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME 24 CFR 92.2

Subrecipient agrees that program income, includes, but is not limited to, the following:

Repayment, interest, and other return on the investment of HOME will be remitted to the City for additional eligible activities.

D. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," OMB Circular No. A-21, "Cost Principles for Educational Institutions," and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions", as may be applicable.

E. OTHER PROGRAM REQUIREMENTS 24 CFR 92.350-3, 92.358

Subrecipient shall carry out its activities in compliance with all laws and regulations as described in Nevada Revised Statute and Federal Regulations. More specifically, Subrecipient shall be required to comply with the following:

1. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968-- FAIR HOUSING ACT--EXECUTIVE ORDER 11063

This Agreement is subject to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

2. SECTION 109 OF THE ACT--AGE DISCRIMINATION ACT of 1975 --SECTION 504 OF THE REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity.

3. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 92.353)

Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

4. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS 24 CFR 570.609)

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

5. CONFLICT OF INTEREST 24 CFR 92.356

This Agreement is subject to the general rule that no person who is an employee, Subrecipient, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to HOME activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME -assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOME -assisted activity, or with respect to the proceeds of the HOME -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 92.505

Subrecipient shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of funds.

7. ENVIRONMENTAL STANDARDS 24 CFR 92.352

This Agreement is subject to National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

8. LEAD-BASED PAINT 24 CFR 92.355

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 92.353; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

F. DRUG-FREE WORKPLACE

As a Subrecipient of HOME funds, and in connection with public services offered, the Subrecipient agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to City any HOME funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME funds.

H. ANTI-LOBBYING

Subrecipient will not use HOME for lobbying any branch of the government in connection with a specific contract, grant, or loan, and that no HOME funds have been paid or will be paid, by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any

agency in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under the scope of this Agreement. If employing more than fifteen (15) employees, Subrecipient agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Subrecipient agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. RECORD KEEPING 24 CFR 92.508

Subrecipient shall maintain records for a period of five years after the Agreement ends except as set forth under II.E. of this Agreement. Income eligibility, household size, HQS compliance, tenant payment and lease agreement records must be kept on each family.

K. FORFEITURE OF FUNDS

Any material breach of the terms of this section shall result in forfeiture of all HOME Program or other funding received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

L. EXPIRATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME` Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

M. HOUSING QUALITY STANDARDS 24 CFR 251

Subrecipient agrees to require the subrecipient/project sponsors providing rental units to clients funded by the HOME TBRA Programs to conduct Housing Quality Standard inspections established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements prior to the execution of the client lease or occupation of the units and on an annual basis thereafter. Copies of the HQS inspections will be retained in the tenant's files.

N. LIMITED ENGLISH PROFICIENCY (EXECUTIVE ORDER 12166, 13166 AND TITLE VI)

The federal government mandates reduction of language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Failure to ensure LEP access to HUD benefits may violate Title IV as referenced in III.D.1 of this AGREEMENT.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between $200,000 and $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the Subrecipient to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Subrecipient as non-compliant. This means that no funds may be drawn until the City of Las Vegas Parks, Recreation & Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOME Program Subrecipient Manual as provided for further guidance on this matter.

B. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup for reimbursement must include documentation to verify proof of payment such as: copies of the front and back of the cancelled checks, wire transfer receipts, downloaded bank transaction information from Subrecipient bank's website, or bank statement in addition to a paid bill, invoice or receipt.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from Subrecipient by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof and the Subrecipient agrees to provide the requested data.

D. RECORDS

Program records shall be maintained in accordance with 92.508, State of Nevada and CITY requirements with respect to all matters covered by this Agreement

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the City will be in accordance with the Program budget delineated in Exhibit "B" and subject to any conditions imposed in the Scope of Services, to include monthly reports when seeking reimbursement from the City for Program costs. Subrecipient shall not make any changes in the Program budget unless permission requested in writing is obtained and approved in writing from the PRNS Director.

F. METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Program budget expenditures identified in Exhibit "B" of this Agreement. All expenditures will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts and backs of cancelled checks, bank statements. Before paying such expenses, the City will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are HOME ineligible or which are not within the scope of this Agreement.

Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and will be paid on a reimbursement basis.

G. UNEXPENDED FUNDS

The HOME TBRA Funds must be spent in a timely manner. As this Agreement is for 24 months, at least half (50%) of the award must be used by June 30th of the first Program Year (FY 12/13). Unless an alternative spending plan has been approved in writing by the Director of the PRNS Department. At least twenty-five percent (25%) of the HOME Funds must be spent quarterly.

The Monthly Client Status Report Form, Exhibit E attached hereto, respectively, must be received by the 7th of each month along with the monthly Request For Funds form (RFF) ("Exhibit F"). In addition to the City's right to reprogram the unspent HOME funds, if the Subrecipient fails to utilize all of the HOME TBRA funds allocated hereunder, the City shall be entitled in its sole discretion to reduce any future request for HOME funding submitted by the Subrecipient to the City by the amount of the HOME funds which have not been spent pursuant to this Agreement.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram all or a portion of the funds at the discretion of the PRNS Director or his or her designee. All funds must be expended by June 30th, of final Program Year (FY 13/14) with the Request for Release of Funds and the HOME Reporting Forms submitted by July 10th of each Program Year. Unspent HOME Funds cannot be carried forward to a new Program Year and are forfeited by the Subrecipient.

H. ACCOUNTING METHODS

Expenditures charged to City HOME funds will be accounted for separately from all other revenue sources. These records shall be maintained by Subrecipient.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by State of Nevada and/or any applicable statutes or regulations.

B. TERMINATION PROCEDURES

Subrecipient and the City hereby agree that this Agreement is subject to State enforcement procedures. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the City or Subrecipient or more severe action by the awarding agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As Recipient, the City reserves the right to set the terms and conditions for suspension or termination, for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to Subrecipient at the location specified in Exhibit "A", Item D of this Agreement.
If the Subrecipient fails to fulfill, in a timely and proper manner, its obligations under this Agreement, the City may suspend or terminate this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly

inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

D. NOTIFICATION OF AGENCY CHANGES

Subrecipient must notify the City in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

E. NOTICES

Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) received by the party set forth below by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, (iii) received by e-mail (iv) deposited as regular, registered or certified mail, return receipt requested, with the United States Postal Service, to the address set forth in the first paragraph of this Agreement. Any change in the addresses stated in the first paragraph above shall be made in writing and delivered in the manner provided herein.

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

City of Las Vegas

Carolyn G. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action June 20, 2012

APPROVED AS TO FORM: Robert S. Sylvain 6-6-12

Robert S. Sylvain
Deputy City Attorney

Catholic Charities of Southern Nevada

Catholic Charities of Southern Nevada
Monsignor Patrick Leary, Chief Executive Officer

EXHIBIT "A"
SCOPE OF SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

The City of Las Vegas Tenant-Based Rental Assistance Program (TBRA) (is a resident-based rental housing assistance program that provides rental subsidies to low income individuals whose income does not exceed 60% AMI with a preference for homeless or nearly homeless persons. The program guidelines and procedures, including Tenant Selection Policy are attached as Exhibit "C" and "D" to the Agreement.

It is the intention of this program to assist low income people with a preference for those who are homeless or about to become homeless to regain both a home to live in and become self sufficient through obtaining gainful employment by providing case management and support services.

Subrecipient will use HOME and/or other funds to provide the direct financial assistance to HOME eligible households with annual household incomes at or below 60% of the area median income, adjusted for family size. Catholic Charities of Southern Nevada will qualify the Participants as HOME eligible, will review the tenant/landlord leases and will pay the landlord directly as specified in Exhibit "C." The length of assistance will be determined by Catholic Charities of Southern Nevada as specified in Exhibit "C" for up to one year.

Subrecipient shall not commit HOME funds to a tenant until a case manager has verified that the individual or family is low-income and whether they are homeless or is imminently in danger of becoming homeless. This will be done through an established verification process which complies with HOME federal regulations 24 CFR 92.

Subrecipient agrees to verify that the tenant families receiving such rental assistance meet the income requirements of 24 CFR 92.216, utilizing the HOME Income Guidelines (Exhibit "D") and the Section 8 definition of annual gross income found at 24 CFR Part 5.

Subrecipient further agrees that lease agreements entered into for the TBRA Program will only include rent payments (including utilities) which do not exceed the TBRA Payment Standard (Exhibit "D"). If utility services are not included in the rent, utility payments may not exceed the Allowance for Tenant-Furnished Utilities and Other Services per current HUD Form 52667 as updated annually.

Subrecipient agrees that any Project costs, unless and until otherwise specified in writing, by the PRNS Director, exceeding the $360,000 in HOME Program funds provided by the City pursuant to City of Las Vegas City Council action of June 20, 2012, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Program, unless otherwise agreed to by the City.

Subrecipient agrees to abide by the Program Eligibility Requirements stipulated in the City of Las Vegas Procedures for TBRA Program (Exhibit "C").

B. SERVICES TO BE PROVIDED – CLIENT TYPES

There are two types of clients to be provided services:

- Walk-In's or Other Agency Referrals
- City of Las Vegas PRNS Direct City Referrals

By accepting these funds, Subrecipient agrees to utilize at least 10% of the TBRA funds to provide services within 5 days to direct referred City of Las Vegas clients so long as there are funds to assist them. This means that when the CLV/PRNS Grant Program Coordinator (GPC) refers a client, that clients will be assisted immediately, meaning they will be seen and assessed without having to be placed on a waiting list for services. If a waiting list exists, the referral will be placed at the top of the

waiting list. After assessing that the participant qualifies under the Tenant Selection Policy, the following services will be offered:

- Rental assistance: for a period of up to one year
- Utility assistance: i.e. Electric, Gas, Water, Sewer, and Trash (phone and cable services are excluded)
- Referrals for the following areas: counseling, low cost medical, clothing, food, personal hygiene items, employment, and support groups for various needs

C. CLIENT RECORDS

Subrecipient will provide the Neighborhood Services with Monthly Client Status Report Forms (Exhibit "E") indicating client usage records for HOME assisted units on a monthly basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "D");
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.
11. Number of clients removed from the program due to non-compliance.

EXHIBIT "B"

PROJECT BUDGET

Supply Tenant Based Rental Assistance (rent payments and utility assistance) to Low income families:	$360,000

EXHIBIT "C"
PROCEDURES FOR TENANT BASED RENTAL ASSISTANCE PROGRAM

A. PURPOSE
To provide rental assistance for up to one year to low income families and individuals while they are obtaining skills, resources, and other assets to maintain self-sufficiency in covering living expenses.

B. ASSISTANCE
Partial grants to cover the amount of funds needed for the following:

1) Rent payment assistance.
2) Utility allowance payments (electric, gas, and water, excluding phone and cable).

Monthly assistance paid on behalf of the program participant may not exceed the difference between the Rent Payment Standard set for the unit (see Exhibit "E") and 30 percent of the family's monthly adjusted income calculated using the Section 8 definition of annual gross income found at 24 CFR Part 5. The Minimum Tenant Payment, as required by 24 CFR 92.209 (h) (2), is established at ten (10) dollars per month.

This Program will be 100 percent tenant-based. The housing assistance goes with the individual/family participant and is not controlled in any way by the housing owner. The participant is free to use his/her assistance anywhere within Clark County, including the cities of Henderson, Boulder City, Mesquite, North Las Vegas and Las Vegas, where the owner is willing to participate. Participation by private sector housing owners is strictly voluntary.

C. FUNDING
City of Las Vegas federal HOME Investment Partnerships Program (HOME)

D. ELIGIBLE PERSONS
Citizens who are low- income individuals with a preference for persons who are less than 60% of HUD's annually published Area Median Income, currently homeless, or about to become homeless (subject to evaluation and approval).

E. TENANT SELECTION POLICY
1) Participants must complete in full all application paperwork and provide identification, income, and citizenship documentation for all household members.
2) Program Participants will be selected on a first-come, first-served basis and a preference will be given to persons who are homeless or those about to become homeless. The use of this preference will not cause discrimination based on race, color, religion, sex, national origin, handicap or familial status. Additionally, this preference does not prevent the participant from participating in other available programs or forms of assistance.
3) Participants must commit to working with case manager on an individualized plan to achieve self-sufficiency at the end of the lease agreement, which may include but is not limited to job training opportunities, vocational rehabilitation programs, parenting classes, job search activities, credit counseling, and applications for other forms of assistance. Failure to follow these plans may result in a termination of the agreement, causing funding to be revoked. In addition, participants who have failed to demonstrate a commitment to following case plan recommendations in the past may not be considered for funding support.

F. TYPES OF ASSISTANCE:

Monthly Assistance: Assistance will be offered to eligible households in the form of a grant without repayment required as specified below

1. Rent Payment Assistance. Subsidy cannot be greater than the difference between 30 percent of the households' adjusted monthly income and the payment standard. A minimum $10 is required if they have no monthly income.
2. The Program will pay the reasonable monthly rental payments (rent charged is comparable to unassisted units in the same market area) on selected rental unit to the owner on behalf of the participant and will pay monthly utility costs (not to exceed the Utility Allowance) to the utility company. Rental assistance shall be offered as based on the policies and procedures of the Subrecipient agency administering the program and determined by employing the Program Rent Payment Standard (Exhibit "D") less utility allowance. Each individual will work with the Subrecipient staff to establish a one year program of assistance. Length of assistance may be extended up to two years with documented special circumstances.
3. The length of time rental assistance will be available will be determined by participant's completion of program goals and benchmarks.

G. LEASE PROVISIONS:

1. All renter households assisted under this Program shall produce a written lease which has been signed for a period of no less than one year, unless by mutual agreement between the tenant and the owner. Copy of the lease must be kept in the tenant file.
2. Leases must be reasonable and must not contain the prohibited language found at 92.253.
3. Owners may adjust rents as leases are renewed, but lease must be denied if the rent is not reasonable.

H. ELIGIBLE UNITS:

1. Qualified transitional housing operated by a recognized transitional housing program is eligible.
2. Available rental housing within Clark County.
3. Tenants must use TBRA assistance in units that meet Section 8 Housing Quality Standards (HQS). Inspections must be made at initial occupancy and annually during the length of the TBRA assistance. The Housing Quality Standards include a basic occupancy standard of two persons per living/sleeping area.
4. All units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units.
5. Units may receive project-based rental assistance, but HOME TBRA assistance cannot provide a duplicative subsidy.
6. For units built before 1978, the owner must provide documentation from a qualified person certifying that the property is lead-based paint free. Otherwise, units built prior to 1978 are not TBRA eligible units.

I. PROCEDURES:

1. The Subrecipient will advertise the Program in a manner that all eligible low-income households have the opportunity to apply for assistance. Marketing activities must include special outreach to eligible applicants who are determined to be "least likely to apply".
2. Potential applicants must fill out an application in person at the Subrecipient agency or their designee office. If a physical disability or inability to access public transportation exists, individual visits with the case manager at an alternate location may be available on an individual basis.
3. Applicants must provide acceptable, third party verification of all sources of gross income (this should include employment, benefits, pensions, food stamps, etc), and all assets for the household for documentation of initial eligibility and interim re-examination of income as the household size, composition, and income changes.

4. Provide copies of birth certificates and /or Social Security cards and picture ID, State of Nevada Medical cards with children's social security number, as applicable for all persons who reside in the household.
5. Provide a goals statement describing why they are viable candidates for assistance, to include how they plan to demonstrate that they will be in a position to maintain their housing expenses after the termination of assistance under this Program.
6. If applicant is approved, financial assistance will be paid directly to the landlord or the utility company.
7. The Subrecipient will conduct a needs assessment with the participant and make appropriate referrals for other forms of assistance.
8. Participant must agree to provide copies of financial documentation to assist in the development and implementation of their plan to maintain their housing costs after the period of assistance.
9. Provide rental agreement with the names of all household members as stated on the application. Utility bills must be in name of at least one of the residents of the household.
10. Participant must agree to a maximum tenant payment of 30% of household adjusted monthly income as defined in 24 CFR 5.611 and a minimum tenant payment of ten (10) dollars per month.

J. SUBRECIPIENT RESPONSIBILITIES:

1. Will be responsible for screening and selecting potential program participants in a consistent and unbiased manner in accordance with the Selection Criteria set forth in Item E.
2. Will verify recipients are homeless through an established verification process which complies with HOME federal regulations 24 CFR 92 when using the selection preference.
3. Subrecipient agrees to verify that the families receiving such rental assistance meet the income requirements of 24 CFR 92.216, utilizing the HOME Income Guidelines (Exhibit "D").
4. Will review the rental lease to ensure the agreement complies with the HOME federal regulations 24 CFR 92 and will verify that lease agreements entered into for the Tenant Based Rental Assistance Program will only include rents payments which do not exceed the Program Rent Payment Standard attached as Exhibit "D" to the Agreement.
5. Will review and approve rent increases.
6. Will provide monthly reports (Exhibit "E") indicating the number of individuals entering the program, along with all required demographic information; the progress of existing participants; the amounts paid for each individual; and other benchmarks for the program.
7. Will coordinate with other service providers to ensure the participants have access to their identified needs, training, and care.
8. Develop written policies and procedures including program standards and termination procedures for the TBRA program to be used by applicants, participants, and landlords.

K. TERMINATION OF ASSISTANCE

Any violation of the material provisions of the lease, income eligibility, or illegal activities will be cause for termination from the Program, in accordance with the provisions of the Program. The Subrecipient will terminate participant rental assistance for any violation so designated in the participant's TBRA agreement/plan with the Subrecipient to include participant failure to cooperate in determining eligibility or for misrepresentation.

EXHIBIT "D"
HOME PROGRAM INCOME GUIDELINES
&
TENANT-BASED RENTAL ASSISTANCE PROGRAM PAYMENT STANDARD

U.S. Department of Housing and Urban Development (HUD)

HOME/ Program Limits (Effective November 16, 2011)
Median Family Income ($64,300)

FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	HOME (60%) LIMITS	LOW INCOME (80%)
1	less than $13,900	less than $23,100	less than $27,720	less than $37,000
2	less than $15,850	less than $26,400	less than $31,680	less than $42,250
3	less than $17,850	less than $29,7 00	less than $35,640	less than $47,550
4	less than $19,800	less than $33,000	less than $39,600	less than $52,800
5	less than $21,400	less than $35,650	less than $42,780	less than $57,050
6	less than $23,000	less than $38,300	less than $45,960	less than $61,250
7	less than $24,600	less than $40,950	less than $49,140	less than $65,500
8	less than $26,150	less than $43,600	less than $52,320	less than $69,700

Tenant-Based Rental Assistance Program Payment Standard
Based on 2011 Fair Market Rents For Existing Housing
U. S. Department of Housing and Urban Development (HUD)
Effective 2-29-2012

UNIT SIZE	*PAYMENT STANDARD
Efficiency	$739
1 - Bedroom	$870
2 - Bedroom	$1,024
3 - Bedroom	$1,423
4 - Bedroom	$1,713
5 - Bedroom	$1,970
6 - Bedroom	$2,027

*The Program Payment Standard includes rent payment and utility allowance. The maximum rent payment is calculated by deducting the utility allowance from the Program Payment Standard.

EXHIBIT "E"
MONTHLY CLIENT STATUS REPORT
THIS FORMAT MUST BE FOLLOWED EXACTLY

RE: Agency/Project: Catholic Charities "Homeless to Home" Program
Represents Month _____

Below are the HUD race categories, which must be reported for clients served with federal funds. In addition, HUD requires that the Hispanic ethnicity be counted for every race sub category as applicable.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for the month and column (E) would be the total for the year. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date. Remember to add your current monthly totals to the previous year to date totals. In addition, the number served for all categories should add up: i.e. female and male clients should equal the total number; the income column totals should also match. The only number that may not match is the female head of household, as not all of your clients served will fit this category.

Clients can only be counted once if assisted for more than one month. If you assist the same clients each month, then your year to date total will match the monthly total. When you add new clients then the monthly and yearly total will change to reflect the amount of new clients.

A Race Category	B Monthly Client Total	C Monthly Hispanic Total	D Year To Date Client Total	E Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

0-30% Extremely-Low	31-50% Very Low	51-80% Moderate	Total	
				Monthly Total
				Year to Date Total

Unduplicated # Served this month _____
Unduplicated # of units _____

Number of NEW clients requesting assistance this month _____
Number of clients put on waiting list this month _____

ATTACHMENT "F"

City of Las Vegas

Parks, Recreation and Neighborhood Services
REQUEST FOR FUNDS-HOME

Ward: _____ **GRANT/FUNDING SOURCE:** _____

REQUEST NO: _____ DATE PREPARED: _____

Payment Information

PAYABLE TO: _____

Executive Director: _____

Subrecipient Address: _____

City: _____ State: _____

Project Name: _____

Project Address: _____

Description		Amount Authorized	Previous Drawdowns	Amount of this Request	Balance Available
TOTALS:					

Authorization for Request for Funds

_____ _____

Signature Title

_____ _____

Name (Type or Print) Phone Number

This Section: Neighborhood Services Department Only

Funding Source/Grant Name:				
Funding Year:				
Project Number:				
Total Amt Approved:				
LESS: Prior Drawdowns:				
LESS: Amt of this Request:				
Available Balance after this Request:				

Council approval Date (If applicable) _____

This Section: City of Las Vegas Use Only

Vendor No. _____ P.O. No. _____

Invoice Date _____ Release No. _____

Invoice No. _____ Receipt No. _____

ORG	Account Number	Work Authorization	Task Code	Option Code	Amount
				TOTAL:	0.00

Special Instructions for Accts Payable: _____

Prepared by: _____ **Supervisor Review:** _____ **Grants Accounting:** _____

Manager Approval: **Director Approval:**

Authorized Signature Date Authorized Signature Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve the Funding Agreement for the 2012 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of $45,000 to complete the Phase III: Beverly Green Neighborhood Historic Resource Survey and Inventory, for the survey area generally bounded by East St. Louis Avenue, Santa Rosa Drive, East Sahara Avenue and South Sixth Street on the north, west, south and east respectively - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of annual renewal grant funding for various historic preservation projects to include historic resource survey and inventory of historic neighborhoods, administration of the City of Las Vegas Historic Preservation Commission and implementation of historic preservation projects and programs per the direction of the Historic Preservation Commission.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. 2012 Historic Preservation Fund (HPF) Funding Agreement and Attachments A-1, A-2, C, D, F, G
2. 2012 HPF grant application, dated 11/21/11
3. City of Las Vegas Grant Proposal Application Review Form, dated 11/10/11

LEO M. DROZDOFF, P.E.
Director
Department of Conservation and Natural Resources

RONALD M. JAMES
State Historic Preservation Officer

BRIAN SANDOVAL
Governor

STATE OF NEVADA

Address Reply to:
901 S. Stewart Street, Suite 5004
Carson City, NV 89701-5248
Phone: (775) 684-3448
Fax: (775) 684-3442

www.nvshpo.org

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE

March 16, 2012

Courtney Mooney
Urban Design Coordinator
Planning and Development
333 North Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Re: 2012 Historic Preservation Fund (HPF) Funding Agreement - Grant #32-12-41935(3)

Dear Ms. Mooney: Courtney

Enclosed is the funding agreement between the State Historic Preservation Office (SHPO) and your organization for the above grant. Following is a breakdown of each document.

- **Funding Agreement (FA)**
  This is a legally binding document that outlines your organization's legal obligations regarding the grant. Among the items included are the grant amount, grant termination date, quarterly reporting dates, financial and reimbursement procedures and media responsibilities.

- **HPF FA-Attachment A-1 (Scope of Work)**
  This describes your organization's project and is broken into three parts. Part 1 is a single sentence project description. Part 2 lists the proposed work in an outline format. Part 3 lists SHPO project stipulations. Among them is The Secretary of the Interior's Standards for Archeology and Historic Preservation.

- **HPF FA-Attachment A-2 (Budget)**
  This page contains your organization's itemized budget in a spreadsheet format.

- **HPF FA-Attachment B (Covenants) (Applicable to construction projects only)**
  This describes the Applicants responsibilities toward the continued maintenance and repair of the property for a length of time equivalent to the amount of funding that has been awarded and accepted.

- **HPF FA-Attachment C (Civil Rights)**
  This page asks your organization to certify that "as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination."

- **HPF FA-Attachment D (Procurement)**
  This page asks your organization to certify that it is aware of federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items.

- **HPF FA-Attachment E (Anti-Kickback) (Applicable to construction projects only)**
  This page asks your organization to conform with provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874). The act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in any aspect of the project to give up any part of the compensation to which he is otherwise entitled."

- **HPF FA-Attachment F (Lobbying)**
  This page asks your organization to conform with provisions of 18 U.S.C. 1913 which states that "No part of the money appropriated...will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress..."

- **HPF FA-Attachment G (Conflict)**
  This page asks your organization to agree and to incorporate specific language regarding "Conflict of Interest" in any contracts supported by this grant.

Upon receipt of the above FA packet, please do the following:

- **Read the Funding Agreement, and all Attachments**
  Please make sure it accurately reflects your project. If you have any questions, comments, or corrections, contact the SHPO as soon as possible. If your organization agrees with the terms of the funding agreement and attachments, please fill out and have the appropriate authorized entity sign each of the forms in the designated areas.

- **Please retain a copy of the funding agreement and attachments for your organization's records. The cover letter is yours to keep for your project file.**

- **Mail the signed funding agreement and attachments to:**
  Elyse Jolly
  HPF Grant Program
  State Historic Preservation Office
  901 S. Stewart St. Suite 5004
  Carson City, NV 89706

When the required State officials have signed, our office will send you a copy of the completely signed-off funding agreement for your files. A copy of the 2010 Project Director and Financial Manager's General Administrative Guidelines will be mailed under separate cover. Please refer to this manual for the duration of your 2012 grant. As always, our office looks forward to working with you on this project. If you have any questions, please contact me at 775-684-3440 or Elyse Jolly, your project manager at 775-684-3450.

Sincerely,

Ronald M. James
State Historic Preservation Officer

HISTORIC PRESERVATION FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its State Historic Preservation Office, hereinafter referred to as "STATE," and (the) **CITY OF LAS VEGAS**, hereinafter referred to as "SUBGRANTEE." This Agreement is entered into pursuant to the authority contained in NRS 383.081 and provisions of the National Historic Preservation Act of 1966 (P.L. 89-665), as amended.

/X/ ATTACHMENT A - Scope of Work/Budget

/ / ATTACHMENT B - Covenant or Letter of Agreement

/X/ ATTACHMENT C - Civil Rights Assurance

/X/ ATTACHMENT D - Assurance of Compliance with Procurement Procedures

/ / ATTACHMENT E - Assurance of Compliance with Anti-Kickback Act of 1964

/X/ ATTACHMENT F - Lobbying with Appropriated Funds

/X/ ATTACHMENT G - Conflict of Interest

WHEREAS, the STATE will administer a United States Department of the Interior historic preservation matching grant-in-aid ‹ warded to the SUBGRANTEE in an amount not to exceed **$45,000.00** to assist in **MULTIPLE HISTORIC PRESERVATION PROJECTS**. The minimum non-federal share required for this grant is **$ 30,047.82**.

NOW, THEREFORE, the SUBGRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws, including OMB Circular A-102 (Uniform Administrative Requirements for Grants to State and Local Governments) and A-133 (Audits of State, Local Governments, and Non-Profit Organizations). State, Local and Indian Tribal Governments shall also comply with 2 CFR 225 (Cost Principles for State, Local, and Indian Tribal Governments). Non Profit organizations shall comply with 2 CFR 230 (Cost Principles for Nonprofit

Organizations). Educational Institutions shall comply with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees must also comply with the Historic Preservation Fund Grants Manual, the National Register Programs Manual, The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. Additionally, subgrantees are directed to comply with all directives issued by the STATE and the Department of the Interior. The Guidelines, application and reporting forms for the State Historic Preservation Office are hereby incorporated by reference as part of this binding agreement.

2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the state and federal government full and free access to the project and to the accounts, records, and books of the SUBGRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.

3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the State of Nevada, its agents and employees harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by the negligence of the SUBGRANTEE, its officers, employees and agents under this agreement.

4. Not use federal money to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation.

5. Provide the STATE with progress reports in a format prescribed by the STATE during the term of the grant. Due dates are **OCTOBER 15, 2012; JANUARY 15, 2013; AND APRIL 15, 2013**. The second progress report, due **JANUARY 15, 2013**, shall include one draft example Historic Resources Inventory Form (HRIF)

with all appropriate continuation sheets as required by the STATE architectural guidelines in effect at the commencement date of this Agreement.

6. Submit reports, including expenditure (financial) and progress (programmatic) quarterly. A final completion report shall be submitted by the SUBGRANTEE in a format prescribed by the STATE within ten (10) days of the completion of the project named herein. Reimbursement requests shall not be processed until such reports are received.

7. Maintain:

    a) An accurate record of all cash and in-kind expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor.

    b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.

    c) A comparison of actual expenditures with budgeted amounts for the Agreement.

8. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.

9. Following the notification of the grant award and before work begins, the SUBGRANTEE will attend a project meeting with the STATE grants manager. It is the responsibility of the SUBGRANTEE to coordinate the meeting date and time with the grants manager.

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

1. Payment of the grant shall be made upon compliance with the terms of the Agreement, including but not limited to:

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

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

   c) Submission of a Financial Report that must be executed by the person in charge of the project. Copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement shall accompany the request. Said reimbursement shall not exceed 60 percent (60%) of the request for reimbursement costs, or the full value of the grant, whichever is less.

   d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal portion until the STATE receives the final completion report and has accepted its content.

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

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

2. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626. Continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of wr ten notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3. The STATE may terminate this Agreement for reason of default by the SUBGRANTEE. Any of the following events shall constitute default:

   a) Termination by the grant by reason of fault of the SUBGRANTEE;

   b) Failure by the SUBGRANTEE to observe any of the covenants, conditions, warranties of this Agreement and its incorporated provision;

   c) Failure by the SUBGRANTEE to make progress on the grant;

   d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the performance of the grant;

   e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of performance of the grant in ordinary course of business;

   f) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SUBGRANTEE's property, or institution of bankruptcy, reorganization arrangement, or liquidation proceedings by or against the SUBGRANTEE; and/or Commission of an act of bankruptcy.

4. In the event SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement, STATE consents to termination of this agreement. In

such event, SUBGRANTEE shall notify STATE in writing and the agreement will terminate on the date specified in the notice. Upon occurrence of any of the above conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold further reimbursements for a period of thirty (30) days. After such written notice to the SUBGRANTEE, the STATE may take the following additional actions as appropriate:

a) Terminate all or any part of the balance of the grant.

b) Demand immediate repayment of all or part of any reimbursements made to the SUBGRANTEE.

5. If the SUBGRANTEE fails to comply with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation or any of the terms of this Agreement; the STATE shall have the right to file suit, in law or equity. The purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **MARCH 15, 2012**. The termination or end date is **JUNE 30, 2013**. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. Financial Reports requesting reimbursement for activity from **MARCH 15, 2012 TO JUNE 30, 2013** must be submitted by **AUGUST 15, 2013** and will not be allowable for reimbursement or as match after that date. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding agreement.

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

8. Audits may be required by the STATE. Such audits shall be at the expense of the SUBGRANTEE.

9. The STATE in accordance with the Office of Management and Budget (OMB) Circular A-133, for the Single Audit Act, requires:

   a) Non-Federal entities that expend $500,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year.

   b) Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single audit conducted except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.

   c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit.

   d) Exemption when Federal awards expended are less than $500,000. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, General Accounting Office (GAO) and State.

10. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE and the Department of the Interior by the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a

Department of the Interior grant." Printed material, where space allows, should include language outlined in paragraph 11.

11. An acknowledgment of National Park Service support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of this Agreement shall include the following statements:

> The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, DC 20240.

12. The product must comply with *The Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and include a historic context appropriate for National Register evaluations of all of the

architectural resources present.

13. Final product reimbursement will not be made if the product does not meet The Secretary of the Interior's Standards or terms of this Agreement.

14. The final product/report must be submitted to the STATE no later than **JULY 15, 2013**.

15. The SUBGRANTEE shall provide the STATE with an acceptable final report of the project, including a comparison of completed activities and budget to those in the approved Funding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation Funding Agreement to be signed and intend to be legally bound thereby.

APPROVED AS TO FORM
Teresita L. Ponticello Date 6/6/12
Chief Deputy City Attorney

SUBGRANTEE-CITY OF LAS VEGAS

Signature: _____ Date: _____

Name (print): Carolyn G. Goodman

Title (print): Mayor

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

STATE-DEPT.OF CONSERVATION AND NATURAL RESOURCES-STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

Ronald M. James, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By: _____ _____

Deputy Attorney General Date

ATTACHMENT A-1

SCOPE OF WORK

Project Title: City of Las Vegas Survey and Inventory of the Beverly Green Neighborhood, Phase III using National Park Service (NPS) funds (HPF #32-12-41935 (3).

This project will support the completion of the following:

- Historic resource survey and inventory of approximately 141 properties located within the Beverly Green Neighborhood (to include the Paradise Park Tract, Van Patten Tracts 1-2 and Paradise Plaza Tract 1).
- Administration of the Certified Local Government Program in the city of Las Vegas.

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

1. All work will conform with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation unless otherwise approved by the SHPO.
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO before work begins.
3. If any changes are made to the project, the subgrantee must submit updated visual and/or written specifications for the proposed work before any work commences and for written approval from the SHPO.
4. The subgrantee will provide the SHPO with calendar quarterly updates on project progress;
5. The subgrantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the applicant/grantee will refund the amount to the SHPO.

ATTACHMENT A-2 BUDGET			
Participant:	City of Las Vegas		
Project Tittle:	Beverly Green Survey Phase III		
Termination Date:	07/30/13		
Project ID #	32-12-41935(3)		
Itemized Budget	**Federal Share**		
	Contractual Services	$	45,000.00
	Subtotal Federal Share:	$	45,000.00
	Non-Federal Share		
	Personnel	$	25,691.82
	Other (Volunteers)	$	4,356.00
	Subtotal Non-Federal Share:	$	30,047.82
	Total Project Costs:	$	75,047.82

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the SUBGRANTEE.

	Mayor
Signature of Authorized Certifying Official	Title
Carolyn G. Goodman	
Authorized Certifying Official *(print name)*	Date Submitted

CITY OF LAS VEGAS

Applicant/Organization

ATTEST:

333 North Rancho Drive, 3rd Floor ; Las Vegas, NV 89106

Applicant/Organization Mailing Address

Beverly K. Bridges, MMC
City Clerk

Nevada State Historic Preservation Office

Bureau or Office Extending Assistance

APPROVED AS TO FORM
T. Ponticello 6/6/12
Teresita L. Ponticello Date
Chief Deputy City Attorney

ATTACHMENT D

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor sur$_1$ lus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to the following:

a. Including qualified small and minority businesses and solicitation lists.

b. Assuring that small and minority businesses are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy

American Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business: (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than $25,000.00 overall. Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than $25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.
2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than $25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder whose proposal

will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:
    a. The item is available only from a single source.
    b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
    c. The State authorizes noncompetitive negotiation.
4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
2. All negotiated contracts (except those awarded by small purchases procedures) awarded

by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after grantees make final Agreement.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

CITY OF LAS VEGAS

_____ _____

Signature of Subgrantee Date

ATTEST:

Carolyn G. Goodman
Subgrantee Name (print)

_____
Beverly K. Bridges, MMC
City Clerk

Mayor
Title (print)

CITY OF LAS VEGAS
Organization

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

ATTACHMENT F

LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business."

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

CITY OF LAS VEGAS

_____	_____
Signature of Subgrantee	Date *(print)*
Carolyn G. Goodman	ATTEST:
Subgrantee *(print)*	
Mayor	_____
Title *(print)*	Beverly K. Bridges, MMC City Clerk

CITY OF LAS VEGAS
Organization

APPROVED AS TO FORM
T. Ponticello 6/6/12
Teresita L. Ponticello Date
Chief Deputy City Attorney

ATTACHMENT G

CONFLICT OF INTEREST

Effective October 1, 1990 the following provision will apply:

The subgrantee agrees to the following and will include the following language in any contracts supported by is grant.

Neither the grantee, nor its subgrantees or subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the State Historic Preservation Office, including the Board for Museum's and History shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

CITY OF LAS VEGAS

Signature of Applicant

Date *(print)*

ATTEST:

Carolyn G. Goodman
Applicant *(print)*

Beverly K. Bridges, MMC
City Clerk

Mayor
Title *(print)*

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

CITY OF LAS VEGAS
Organization

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2012

APPLICATION COVER

Page 1 of 2 *(Note: This unaltered form must be submitted with the application.)*

For SHPO use only
Received: _____
Postmarked: _____
Delivered By: _____
Initials: _____

Is Applicant: ☑Representing owner(s)? ☑a CLG? **Does Applicant have:** ☑County/City Affiliation? ☐Church affiliation?

Applicant Organization: City of Las Vegas EIN: 88-6000198

Mailing Address: 333 North Rancho Drive, 3rd Floor Dept/Agency: Department of Planning

City: Las Vegas County: Clark ZIP: 89106

Authorized Signatory: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Dept/Agency: Department of Planning Daytime Phone: (702) 229-5260

Project Contact: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Mailing Address *(If different from above)* _____

Daytime Phone: _____ Fax: (702) 474-7463

Email: cmooney@lasvegasnevada.gov Application Approval Entities: _____

Project Title: City of Las Vegas 2012 Historic Preservation Fund Grant

Program Area:

1. ☐ Acquisition
2a. ☐ Development
2b. ☐ Pre-Development
3. ☐ Documentation (HABS/HAER/HALS)
4. ☐ Inventory
5. ☐ National Register Nomination
6. ☑ Planning
7. ☐ Public Education
8. ☑ Survey

Project Description (brief):
The funding will support 1) historic resource survey and inventory of approximately 141 properties located within the Beverly Green Neighborhood (to include the Paradise Park Tract, Van Patten Tracts 1-2 and Paradise Plaza Tract 1), and 2) Administration of the Certified Local Government program in the city of Las Vegas.

Proposed Start Date: January 2013 Proposed End Date: August 2013

Budget Summary:

A. Requested Federal Share:	$ 45,000.00
B. Non-Federal Share:	$ 30,047.82
B.1 Cash	$
B.2 In-kind	$
C. Grand Total:	$ 75,047.82

Applicant's authorized signature:

C. Mooney

Name (*please print*): Courtney Mooney

Title: Urban Design Coordinator/HPO

Date: 11/21/11

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2012

APPLICATION COVER

1. Is the project located in an urban area with a population of 25,000 or more? ☑ Yes ☐ No
2. Is Applicant willing to hire minority personnel/owned businesses to perform project? ☑ Yes ☐ No
3. Is Applicant a member of a minority group? ☐Yes, please specify: _____ ☑ No
4. Is Applicant willing to hire a business certified as a Minority Business Enterprise? ☑ Yes ☐ No
5. Will Applicant proceed with the project if federal funding is not received? ☐ Yes ☑ No
6. Is the project accessible by the disabled? (*via alternate printing (Braille), ramps, etc.) ☑ Yes ☐ No
7. How much time will Applicant need to complete the project? 8 Months
8. Please include a list of the final product(s) to be completed with the subgrant (i.e., surveys, reports, architectural plans, videos, brochures, etc.,): Three hard copies and two CD copies of the Phase III: Beverly Green neighborhood historic resource survey report, and CD or hard copies of projects completed as part of administration of CLG program for the city of Las Vegas.
9. Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF grant? ☑ Yes ☐ No
10. Does the Applicant have a consultant for the project? ☐ Yes ☑ No
11. Does the Applicant acknowledge that any grant award will be subject to acquiring qualified professionals who meet NPS professional qualification standards and State review before project work begins? ☑ Yes ☐ No
12. Is the applicant aware that if funded, a 'kick-off' project meeting will be required with the SHPO before a funding agreement is drawn up? ☑ Yes ☐ No
13. Does the Applicant acknowledge that any project supported by HPF or Matching Share must meet the Secretary's "Standards and Guidelines?" ☑ Yes ☐ No

14. In addition to filling out pages 1 and 2 of this subgrantee application cover pages, please include the following items:

    a. Program Area (PA) Form (as it applies to your proposed project(s));
    b. Budget Form (or equivalent);
    c. Affidavit for Matching Funds Form;
    d. Certifications Regarding Debarment, Suspension, and Other Responsibility Matters Form; and
    e. Civil Rights Assurance Form.

I HAVE READ AND COMPLETED THIS **HPF SUBGRANTEE APPLICATION FOR 2012** AND CERTIFY THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

C. Mooney

Signature of Applicant

11/21/11

Date

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2012

PROGRAM AREA: 6. PLANNING *(page 1 of 1)*

1) Applicant is proposing the following *(indicate all that apply)*:

☑ Planning Process Design and Local Plans. Developing, conducting research on, designing or carrying out a planning process, or providing support for the development of a planning process design, or other historic preservation or cultural resource management plans at a regional or local level.

☑ Planning Studies, Historic Contexts, etc. Developing, gathering, and analyzing data used to develop planning studies, including historic contexts, theme studies, analyses, questionnaires, forecasts of social, economic, political, legal, environmental, and other factors that may affect historic preservation locally or regionally.

☑ Ordinances, Regulations, Standards, etc. Developing, or providing support for the development of ordinances, regulations, standards, and/or guidelines that support regional, or local plan goals.

☐ Advanced Planning Technologies. Developing, purchasing, adapting, or implementing advanced planning/computer technologies and applications to further comprehensive regional or local historic preservation planning program goals [e.g., Geographic Information Systems (GIS)].

☐ Printing of Plans. Printing and distributing, planning studies, ordinances, regulations, guidelines, etc.

2) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF subgrant? ☑ Yes ☐ No

3) (a) Will a portion or the entire project be contracted out? ☐ Yes ☑ No

(b) If 'Yes', please indicate the procurement method(s) to be used for the project:

☐ Small purchase procedures ☐ Competitive sealed bids ☐ Competitive negotiation
☐ Noncompetitive negotiation

4) (a) Has the Applicant selected project personnel? ☑ Yes ☐ No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name: Courtney Mooney, AICP Title: Urban Design Coordinator/HPO
   Phone: (702) 229-5260 Email: cmooney@lasvegasnevada.gov
   Company/Firm: City of Las Vegas Department of Planning
   Mailing Address: 333 North Rancho Drive, 3rd Floor
   City: Las Vegas State: NV Zip code 89106

(Note: If more than 1, please use 'Continuation Sheet' and check box ☐.)

5) Please indicate the final products and quantities that will be produced:

☐ Bound Report (e.g., a 3-ring binder, booklet, etc.)	Qty: _____
☑ Electronic Copy (e.g., forms and report on a CD)	Qty: 3
☐ Photographs (sets)	Qty: _____
☐ Other: _____	Qty: _____

6) Please describe your project. If necessary, please use a 'Continuation Sheet' and check box ☐.
Administration of the Certified Local Government program in the city of Las Vegas, including administration of the Historic Preservation Commission and implementation of historic preservation projects and programs per the direction of the HPC.

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2012

PROGRAM AREA: 8. SURVEY *(page 1 of 2)*

"Survey is activity directly pertinent to the location, identification, and evaluation of historic and archeological resources"

1) (a) Does the project activity directly relate to the location, identification, and evaluation of historic and/or archeological resources? ☑ Yes ☐ No

(b) If 'No', please explain answer: _____

2) Proposed Survey Data:

(a) Level: ☑ Intensive
☐ Reconnaissance
☐ Re-survey of previously covered area; Last surveyed: _____

(b) Please include a location map showing proposed survey area boundaries.

(c) Type of resource being surveyed for: ☑ Architectural/Historical ☐ Archeological/Historical

(d) Level of documentation to be produced *(Indicate all that apply)*:
☑ Historic Resource Inventory/Survey Forms (HRIFs)
☐ IMACs or other approved SHPO Archeological Site Forms
☐ National Register nomination(s) (Please complete the form for this program area)
☑ Determinations of Eligibility (Identification and Evaluation)
☐ Other: _____

(e) Estimated number of acres to be surveyed: 34.11

(f) Estimated number of inventory forms to be produced: 141

(g) Estimated number of reports to be produced: 1

(h) Final products that will be produced with this grant:
☑ Bound Report (e.g., a 3-ring binder) Qty: 3
☑ Electronic Copy (e.g., forms and report on a CD) Qty: 2
☐ Other: _____
☐ Other: _____

3) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publications produced as a result of research or any other work funded in whole or in part by the HPF grant? ☑ Yes ☐ No

4) (a) Will a portion or the entire project be contracted out? ☑ Yes ☐ No

(b) If 'Yes,' please indicate the procurement method(s) to be used for the project:
☐ Small purchase procedures ☐ Competitive sealed bid
☐ Competitive negotiation ☑ Noncompetitive negotiation

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2012

PROGRAM AREA: 8. SURVEY *(page 2 of 2)*

5) (a) Has the Applicant selected project personnel? ☐ Yes ☑ No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name:_____ Title: _____
   Phone: _____ Email: _____
   Company/Firm: _____
   Mailing Address:_____
   City:_____ State:_____ Zip code_____

2. Name:_____ Title: _____
   Phone: _____ Email: _____
   Company/Firm: _____
   Mailing Address:_____
   City:_____ State:_____ Zip code_____

(Note: If more than 2, please use 'Continuation Sheet' and check box ☐.)

6) Please indicate the legal owner(s) of the property and/or areas that are subject to the proposed project:

☐ Federal owner; please specify agency: _____
☐ State; please specify agency: _____
☐ County; please specify department/division:_____
☐ City; please specify department/division: _____
☑ Private multi-owners: Urban neighborhood
☐ Private single owner: _____

7) Please describe your project. If necessary, please use a 'Continuation Sheet' and check box ☐.

Funding is requested for a qualified historic preservation consultant's fees to complete the Phase III: Beverly Green Neighborhood Historic Resource Survey and Inventory, an intensive level historic resource survey of a portion of the Beverly Green Neighborhood. The Phase III survey will build upon the Phase I and Phase II Beverly Green Neighborhood Historic Resource Survey and Inventories, funded by the 2010 and 2011 HPF grants. The Beverly Green Neighborhood is a registered neighborhood association with the city of Las Vegas Parks, Recreation and Neighborhood Services Department and has definable boundaries as such; however, because of the size of the neighborhood, the project will have to be phased (please see map for visual reference).

The Phase III survey area is generally bounded by E. St. Louis Avenue, Santa Rosa Drive, E. Sahara Avenue and S. Sixth Street on the north, west, south and east respectively. The survey area includes several small housing tracts, including Paradise Park Tract, Van Patten Tracts 1-2 and Paradise Plaza Tract 1, composed of approximately 141 single- and multi-family homes and commercial buildings generally dating from the early 1950s to the early 1960s. The predominant residential architectural style is modern Ranch.

Survey of this area is part of the overall recommendation by the city of Las Vegas Historic Preservation Commission to develop a Mid-Century Historic Context Report for WWII and post-WWII development within the city of Las Vegas. Historic preservation survey and inventories are supported by the Las Vegas City Council Priorities, the adopted, "City of Las Vegas Historic Properties and Neighborhoods Preservation Plan," and the Nevada State Historic Preservation Office, "Historic Preservation Plan."

Phase III will complete the Beverly Green Neighborhood Historic Resource Survey and Inventory project.

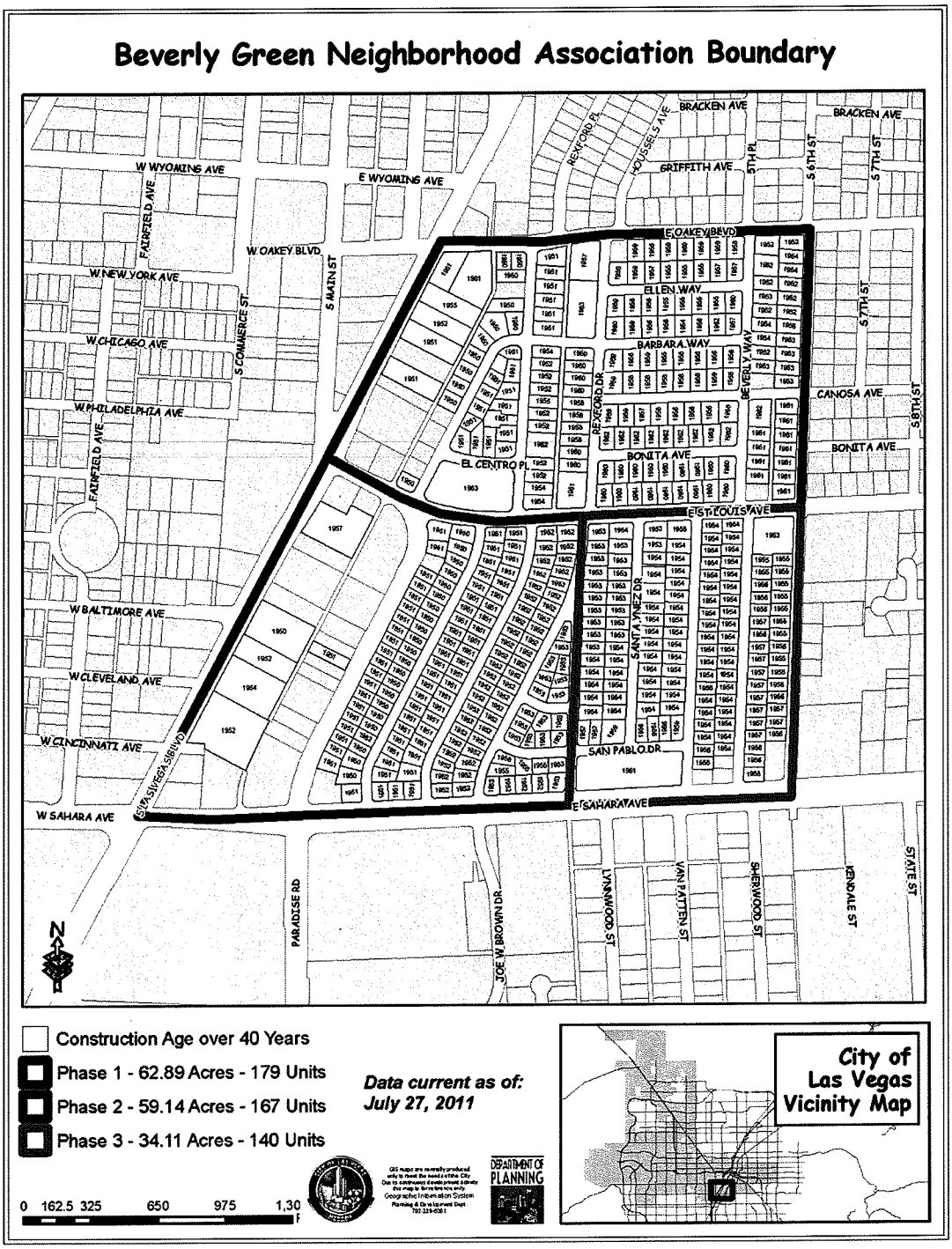
NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2012

CONTINUATION SHEET – SURVEY – CITY OF LAS VEGAS

(Please indicate Program Area and item number; if multiple areas, please list at the beginning of each section.)

Map: Historic Resource Survey and Inventory of Beverly Green neighborhood survey area.



NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2012

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

1. Personnel:

	Position Title	Hours	Hourly Rate (HR)	✓ if HR includes Fringe Benefits	% of HR that is a fringe benefit	Amount of fringe benefit	Total Amt	Federal Share	Non-Federal Share
a.	Urban Design Coordinator	286	$69.12	Yes	38%	$7,511.96	$19,768.32		$19,768.32
b.	Sr. Management Analyst	30	$59.66	Yes	38%	$680.12	$1,789.80		$1,789.80
c.	Contracts Specialist	90	$45.93	Yes	38%	$1,570.80	$4,133.70		$4,133.70
d.									
e.									
f.									
g.									
h.									
i.									
j.									
						Subtotal:	**$25,691.82**	$	**$25,691.82**

2. Contractual Services:

	Contractual Service	Total Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Consultant	$45,000.00 (approx. 503 hours at $89.41/hr)	$45,000.00	
b.				
c.				
d.				
e.				
f.				
	Sub-total:	$45,000.00	$45,000.00	$

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2012

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

3. Travel:

		Rate	Miles/# of days	Total Amount	Federal Share	Non-Federal Share
a.	Mileage					
	1. Person #1-	$ 0.585				
	2. Person #2-	$ 0.585				
b.	Per Diem Reimbursements (Breakfast)	See http://gsa.gov for rates				
	Per Diem Reimbursements (Lunch)	See http://gsa.gov for rates				
	Per Diem Reimbursements (Dinner)	See http://gsa.gov for rates				
c.	Transportation costs (parking fees, taxi, etc.)					
d.	Lodging					
	1. Lodging	See http://gsa.gov for rates				
e.	Other:					
f.	Other:					
			Sub-total:	$0	$0	$0

4. Operating: List estimated operating expenses relating to the proposed project.

		# of items	Rate per item	Flat Rate	Amount	Federal Share	Non-Federal Share
a.	Photocopying						
b.	Film and Processing						
c.	Maps						
d.	Postage						
e.	Telephone						
f.	Utilities						
g.	Supplies (specify):						
h.	Other (specify):						
i.	Other (specify):						
j.	Other (specify):						
				Sub-total:	$0	$0	$0

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2012

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

5. Other (please specify or attach detailed budget):

		Rate	Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Commission Volunteers (11 volunteers at 11 monthly meetings)	$36.00/hr	$4,356.00		$4,356.00
b.					
c.					
d.					
e.					
f.					
g.					
h.					
			$4,356.00	$	$4,356.00

6. Section #1- 5 Subtotals:

		Amounts	Federal Share	Non-Federal Share
1.	Personnel	$25,691.82	$	$25,691.82
2.	Contractual Services	$45,000.00	$45,000.00	$
3.	Travel	$	$	$
4.	Operating	$	$	$
5.	Other (Volunteers)	$4,356.00	$	$4,356.00
		$75,047.82	**$45,000.00**	**$30,047.82**

7. Requested Federal Share Total	**Subtotal:**	**$45,000.00**
8. Required Non-Federal Share	**Subtotal:**	**$30,000.00**
9. Actual Non-Federal Share	**Subtotal:**	**$30,047.82**
10. Proposed Project Costs	**Grand Total:**	**$75,047.82**

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2012

BUDGET FORM

Applicant: City of Las Vegas Department of Planning

11. List each component of the Actual Non-Federal share.

(Please provide the exact nature of each source.)

			Other					
#	Budget Item	Cash	In-Kind	Donated Labor/ Time	Donated Material	Salaries	Other	Amount
1	See item #4: Personnel					$25,644.50		$25,691.82
2	See item #5: Other						$4,356.00	$4,356.00
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
							Total:	**$30,047.82**

Note: The amounts listed for item #11 must equal item #9.

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION

AFFIDAVIT FOR MATCHING FUNDS

STATE OF NEVADA

COUNTY OF Clark

WHEREAS, City of Las Vegas,
hereinafter referred to as Subgrantee, in the interest of the historic preservation project commonly known as:

2012 City of Las Vegas Historic Preservation Fund grant,
certifies that the project previously referenced shall have the necessary matching funds required pursuant to the Historic Preservation Act (P.L. 89-665).

SUBGRANTEE HEREBY CERTIFIES, that if Subgrantee is funded $ 45,000.00 in Historic Preservation funds from the United States government, Subgrantee will have available an acceptable match in the amount of $ 30,000.00 as funds set aside for the project named above.

Signed and dated this 21 day of November, 2011.

Courtney Mooney

Subgrantee Signature

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

Courtney Mooney

Subgrantee Name (please print)

SUBSCRIBED AND SWORN TO before me this 21ST day of NOVEMBER, 2011.

Nora Lares

Notary Public

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK ✓ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

CHECK____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ✓ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. *(Grantees Other Than Individuals)*

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made; to such a central point, it shall include the identification number(s) of each affected grant.

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Courtney Mooney, Urban Design Coordinator/Historic Preservation Officer
TYPED NAME AND TITLE

11/21/11
DATE

DI-2010 June 1995 (This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION

CIVIL RIGHTS ASSURANCE

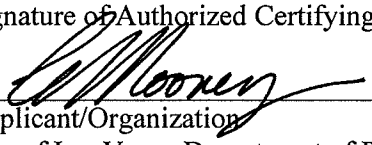
As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

Signature of Authorized Certifying Official 	Title Urban Design Coordinator/Historic Preservation Officer
Applicant/Organization City of Las Vegas Department of Planning	Date Submitted 11/21/11
Applicant/Organization Mailing Address 333 North Rancho Drive, 3rd Floor, Las Vegas, NV 89106	Bureau or Office Extending Assistance

DI-1350 (Rev. 6/91)

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

Grant Overview

To be completed by the Grant Coordinator:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting Date:

Part I – *To be completed by the Sponsoring Department:* **Date Prepared:** 11/08/11

Department: Planning	**Division:Long Range**
Grant Lead/Contact Person: Courtney Mooney	**Phone: 229-5260**
Funding Agency: NV State Historic Preservation Office	**Name of Grant: 2012 Historic Preservation Fund Grant**
CFDA#: 15.904	**Other Proposal or Application #, if applicable: N/A**
Name of the Project/Program: City of Las Vegas 2012 Historic Preservation Fund Grant	**Project/Program Manager: Courtney Mooney**
Is this a new project? ☐ Yes ☒ No	**Has the project been funded by this grant before?** ☒ Yes ☐ No
Does this grant meet a City Council priority: ☒ Yes ☐ No	**Which priority/priorities does this grant meet: The grant creates, integrates and manages orderly sustainable development and growth of our community; supports and encourages sustainability, livability and pride in our neighborhoods; and revitalizes and invigorates our mature areas and the urban core.**
The following questions in blue pertain to the city as fiscal agent. If not applicable, please leave blank.	
Does this grant fund existing permanent positions? ☐ Yes ☒ No	**Does this grant fund new permanent positions?** ☐ Yes ☒ No
Amount Requested: $45,000	**Grant Proposal Deadline: 12/01/11**
Are matching funds required? ☒ Yes ☐ No	**If yes, what is the match level?** ☐ 1:1 match ☒ Percentage 40%
CLV Match: $30,000.00	**Match Sources:Personnel salary**
Does funding from this grant begin in the current fiscal year? ☐ Yes ☒ No	**Does funding from this grant last longer than three years?** ☐ Yes ☒ No
The following questions help us identify return on investment (ROI) for grant writing.	
Number of hours it took staff to complete the grant proposal: 8	**Please list any community partners: Beverly Green Neighborhood Association**

Comments:The proposed work will provide useful information about existing historic neighborhoods to the Departments of Planning and Parks, Recreation & Neighborhood Services for future preservation planning efforts. It will also contribute to the ongoing documentation of the rehabilitation project for the historic U.S. Post Office and Courthouse. The final products will contribute greatly to the public awareness and general knowledge about the history and development of Las Vegas. Maintaining an inventory of historic resources is required by NRS 278.160.

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the coordination and management of any funds awarded to the City under this Grant and will adhere to any policies and procedures set for by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. To that end, please find enclosed the following items for initial review:

- ☒ A copy of the Grant Application Instructions/Guidelines, as supplied by the Grantor/Pass-Through Agency
- ☐ The original, completed, signed Application, including Grants.gov electronic application, where applicable
- ☒ The completed application in electronic format (via SharePoint application repository or e-mail, preferably)
- ☒ All attachments, back-up documentation, or amendments to be submitted to the Grantor in support of the application

Part I – ***To be completed by the Applicant Department Director or designee prior to submission to the Grant Review Committee:***

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

To be completed by the Grant Coordinator:
Date Application Received:
Grant Review Committee Tracking # :
Committee Meeting Date: :

The Director has reviewed the completed Grant Proposal Application Review (GPAR) packet, and the application is:

- ☒ **Approved:** The Application may be submitted to the Grant Review Committee.
- ☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.
- ☐ **Denied:** See 'Comments' below.

Department Grant/Program Manager Name: Courtney Mooney

Department Grant/Program Manager Phone Number: x5260

Department Director/Designee Printed Name	Department Director/Designee Signature	Date Signed
FLINN FAGG		11/10/11

Comments:

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

Common Questions from the Grant Review Committee

To be completed by the Grant Coordinator:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting Date:

Part II – *To be completed by the Sponsoring Department:*

1. If the city is not awarded this grant, will your department still implement this program?
   No.
2. If the funding is not renewed after the first grant year, will the program continue?
   No.
3. If the program will continue, what is the contingency (back-up) plan for funding?
4. If partial funding is awarded, rather than the full grant request, do you intend to lower the number of citizens served or reduce the program services?
   ☒ **Not Applicable**

   ☐ **No** If no, please explain how planned levels will be maintained:

   ☐ **Yes** If so, what have you identified as the correlating reductions in services?

5. If the city is to act as fiscal agent for this grant, but the funding will be used by project partners, has it been established that the project partners will be required to assume fiscal responsibility at a future date?
   ☐ **No** If no, please explain how planned levels will be maintained:
   N/A

   ☐ **Yes** If so, what have you identified as the correlating reductions in services?

6. If so, what is the planned transfer of fiscal responsibility (attach any documents that support the planned transfer)?
   N/A
7. Have protections been established to protect the city as fiscal agent from the following:

• Loss of city revenues due to cost of managing the program?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**
• Inability of the proposed responsible entity to assume fiscal agent role?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**
• Provisions for hiring staff, who are not city employees, to manage the program (legal protection for the city)?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**

Please explain how these protections have been established and attach all documentation necessary to support these (Memorandums of Understanding, contractual agreements, timelines for relinquishment of fiscal agency, etc.) plans to protect the city from liability:

Additional Comments:

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

To be completed by the Grant Coordinator:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting Date:

Grant Review Committee Decision

Part I – *To be completed by the Grant Coordinator:*

The Grant Review Committee has reviewed the application, and the application is:

☐ **Provisionally Approved:** The Application/Proposal may be submitted to the funding agency for review/award.

☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.

☐ **Deferred to the City Manager's Office:** *The Committee has concerns that they feel need to be addressed at the Deputy City Manager's level for approval.* Deferred to Deputy City Manager .

☐ **Denied:** See 'Comments' below.
Grant applications denied by the Grant Review Committee are referred to the City Manager's Office for final review by the Deputy City Manager responsible for the grant applicant's department. Referred to Deputy City Manager .

Deferral/Denied-Referral Comments:

Becky Jo Spray /s/
Grant Coordinator Date Signed

Grant Award Status

Part I – Award Notification:

The funding agency for this grant has supplied a letter indicating that the grant:

☐ **was approved for the following amount:**

- Written notification was received by on (date) and a copy of the letter ☐ **has** ☐ **has not** been provided to the Grant Coordinator.
- Written notification was received by on (date) and a copy of the letter ☐ **has** ☐ **has not** been provided to the Finance Analyst.

The funding agency for this grant has supplied a letter indicating that the grant:

☐ **was not approved. Reasons for this, if any were indicated, include:**

Written notification was received by on (date) and a copy of the letter ☐ **has** ☐ **has not** been provided to the Grant Coordinator.

Written Notification received by the Grant Coordinator on . The copy of the Notification letter was placed in the grant application file on per the Grant Coordinator.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Alcohol Beverage Caterer License, Events with a Twist, LLC dba Events with a Twist, LLC, 233 South 4th Street, Jennifer Kay Colacion, Mgr 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Alcohol Beverage Caterer License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, La Sierra Nevada, LLC dba La Sierra Mexican Restaurant, 2350 East Bonanza Road, Salvador Anaya, Mgr 50%, Maria Gloria Anaya, Mgr 50% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Beer/Wine/Cooler On-Sale License, Luis Alfredo Martinez Mendoza dba Las Pupusas Restaurant #5, 7450 West Cheyenne Avenue, Suites 108 & 109, Luis Alfredo Martinez Mendoza, Owner, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Change of Ownership for a Beer/Wine/Cooler On-Sale License (Non-Operational), FROM: Rosaritos Restaurant Inc., TO: Gladys Jacks dba Sun City Café, 9320 Sun City Boulevard Suite 101 (Non-Operational), Gladys Jacks, Owner 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Beer/Wine/Cooler On-Sale License (Non-Operational). Previous business name and location was Rosaritos Restaurant at 11 North Mojave Road.

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

1. The license cannot be activated for operational use unless the listed principal undergoes suitability investigation and is approved by the Las Vegas City Council.

BACKUP DOCUMENTATION:
None

City of Las Vegas

Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, FROM: Stoneys North Forty LLC, TO: Nevada Restaurant Services, Inc. dba Dotty's 73, 310 South Decatur Boulevard, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

For possible action to approve a New Restricted Gaming License for 15 Slots.

RECOMMENDATION:

Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:

None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Change of Ownership for a Tavern License, FROM: Stoneys North Forty LLC, TO: Nevada Restaurant Services, Inc. dba Dotty's 73, 310 South Decatur Boulevard, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Tavern License. Previous business name and location was Stoneyard at 5990 Centennial Center Boulevard.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Change of Ownership for a Tavern License, FROM: M.M.I.G., Inc., TO: Nevada Restaurant Services, Inc. dba Dotty's #78, 3377 North Rancho Drive, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Tavern License. Previous business name was Foothills Ranch.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

CITY OF LAS VEGAS NEVADA

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Non-Restricted Gaming Limited License subject to confirmation of the Nevada Gaming Commission, FROM: M.M.I.G. Inc., TO: Nevada Restaurant Services, Inc. dba Dotty's #78, 3377 North Rancho Drive, Richard Craig Estey, Pres, Secy, Treas, Dir 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Non-Restricted Gaming Limited License for 35 Slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Change of Ownership for a Tavern License, FROM: Becker Gaming Group, TO: Sierra Gold Buffalo 4, LLC dba Sierra Gold, 2400 North Buffalo Drive, Suite 125, Golden Tavern Group, LLC, Managing Mmbr 100%, Golden Gaming, LLC, Managing Mmbr of Golden Tavern Group 100%, Blake Louis Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Tavern License.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, FROM: Becker Gaming Group, TO: Sierra Gold Buffalo 4, LLC dba Sierra Gold, 2400 North Buffalo Drive, Suite 125, Golden Tavern Group, LLC, Managing Mmbr 100%, Golden Gaming, LLC, Managing Mmbr of Golden Tavern Group 100%, Blake Louis Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 15 Slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, CN Acquisition Sub, Inc. dba CN Acquisition Sub, Inc. db at Binion's Gambling Hall & Hotel, 128 Fremont Street, CN Acquisition Sub, Inc., Operating Entity, 100%, Thomas Murphy, Secy, Dir, Neil Cooper, Pres, Treas, Dir, Jeffrey Siri, Key Employee, William Hill U.S. Holdco, Inc., Shareholder, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Non-Restricted Gaming License.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Non-Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, CN Acquisition Sub, Inc. dba CN Acquisition Sub, Inc. db at Four Queens Hotel & Casino, 202 Fremont Street, CN Acquisition Sub, Inc., Operating Entity, 100%, Thomas Murphy, Secy, Dir, Neil Cooper, Pres, Treas, Dir, Jeffrey Siri, Key Employee, William Hill U.S. Holdco, Inc., Shareholder, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Non-Restricted Gaming License.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License, Red Card LLC dba Convenience Super Store, 8490 Westcliff Drive, Murray L. Petersen, Mgr, Mmbr 100% - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 7 Slots.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Co. db at Two Sisters Supermarket/Dos Hermanas Super Mercado, 1000 North Rancho Drive, Robert Woodson, VP 0% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License (Space Lease Agreement) for 7 Slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Templeton Gaming Corporation (TGC) db at Dollar General Store 12830, 5991 West Cheyenne Avenue, Kenneth Templeton, Trustee, Dir, Pres, Secy, Teas 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 15 Slots.

RECOMMENDATION:
Recommend approval subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License, Western Hotel & Casino, LLC db at 899 Fremont Street, Anthony Santo, Pres, CEO 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License for 16 Slots to preserve the Non-Restricted Gaming rights. Opening dates are scheduled for June 30, 2012 and July 1, 2012 for an eight hour period from 8:00 am to 4:00 pm on both days.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Burglar Alarm License, Pro Link Contracting dba Pro Link Contracting, 2805 Jeffrey Pines Street, Mark Brantley, Pres, Dir 51%, Shari Brantley, Secy, Treas 49% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Burglar Alarm License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Massage Establishment Ancillary License, Body Spa, Inc. dba Body Spa West, 8751 West Charleston Boulevard, Suite 295, Debra Ritchey, Pres 100% - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Massage Establishment Ancillary License. Primary business activity is a salon.

RECOMMENDATION:
Recommend approval subject to the following conditions:

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Secondhand Dealer Class I-A License, State Recycle Inc. dba Nevada State Recycle, 1816 Industrial Road, Unit 4, Andy Chen, Dir, Pres 40%, Attila Parajdi, Dir 24%, Attila D. Newman, Dir, Treas 18%, Zsolt F. Mate, Dir, Secy 18% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Secondhand Dealer Class I-A License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Secondhand Dealer Class I-A License, Ruda Barros dba Western Recycling, 2866 Highland Drive, Ruda Barros, Owner 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Secondhand Dealer Class I-A License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Secondhand Dealer Class II License, HBBH LLC dba Plato's Closet, 5643 Centennial Center Boulevard, Suite 105, Mark Sherman, Managing Mmbr 50%, Margaret Sherman, Managing Mmbr 50% - Ward 6 (Ross)

Fiscal Impact

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

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Secondhand Dealer Class II License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Wholesale General License, Las Vegas Beer & Beverage Company LLC dba Las Vegas Beer & Beverage Company, 51 North Pecos Road, Suite 105, Amesh A. Patel, Managing Mmbr 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Wholesale General License

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC13679) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to June 28, 2013 for the Lone Mountain Trail Pedestrian Safety Crossing Bridges project funded under the Southern Nevada Public Land Management Act (SNPLMA), located along the Lone Mountain Trail over the Lake Mead Boulevard and Cheyenne Boulevard - Wards 1 and 4 (Tarkanian and Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into the Grant and Cooperative Agreement L07AC13679 on June 28, 2007 with the Bureau of Land Management (BLM) for the Lone Mountain Trail Pedestrian Safety Crossing Bridges project. This Supplement No. 4 will extend the project completion date to June 28, 2013 to allow additional time to complete construction and submit for reimbursements. The Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L07AC13679 – Supplement No. 4

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L07AC13679	0004	06/18/2012	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89502

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Lone Mountain Trail Pedestrian Safety Crossing Bridges SNPLMA Priority 6-21 Project LV28

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
06/28/2007 through 06/28/2013

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$4,600,000.00	PREVIOUS	$4,600,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$4,600,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$4,600,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR	Susan Kaller		775-861-6559	susan_kaller@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 5/15/12
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER	DATE	AUTHORIZED REPRESENTATIVE	DATE
Susan Kaller			

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L07AC13679 11. PURPOSE: This modification number 4 provides a no cost time extension from 06/28/2012 to 06/28/2013. This extension provides for decorative bridge enhancements to be completed and was approved by the SNPLMA Division Assistant District Manager on 03/20/2012. Additionally, to revise Section VIII. B. Quarterly Status Report. Section d. SF-269a Financial Status Report, for projects using reimbursement method, is revised to: SF-425 Federal Financial Report. A copy of this report will be submitted to the Grants Management Officer, 1340 Financial Blvd., Reno, NV 89502 and e. SF272 Federal Cash Transaction Report, for projects using ASAP revise to: submit a copy of the ASAP completed transaction notification. All other terms and conditions remain unchanged. Legacy Doc #: FAA060154 LIST OF CHANGES: Period Of Performance End Date changed from 28-JUN-12 to 28-JUN-13 Contracting Officer changed from Susan Kaller to Administrative Grant Officer changed from to Susan Kaller New Issuing Address: BLM NV-STATE OFC BGT&FIN SVC(NV955) Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	1340 FINANCIAL BLVD. RENO NV 89502 New Administration Address: BLM NV STATE OFC BDGT&FIN (NV955) 1340 FINANCIAL BLVD. RENO NV 89502 CHANGES FOR LINE ITEM NUMBER: 1 Product/Service code changed from OCA0 to End Date changed from 28-JUN-12 to 28-JUN-13 CHANGES FOR ACCOUNTING CODE: 01 Percent changed from 0 to 100 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 06/28/2007 to 06/28/2013 The BLM Program Officer is Jeff Wilbanks 702-515-5160 jwilbanks@blm.gov. The Grants Management Officer is Susan Kaller 775-861-6559 skaller@blm.gov				

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC14394) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to December 28, 2014, change the project scope and modify contract language for the Las Vegas Wash Trail Pedestrian Safety Crossing Bridges project funded under the Southern Nevada Public Lands Management Act (SNPLMA) located along the Las Vegas Wash at Lamb Boulevard and Charleston Boulevard - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into the Grant and Cooperative Agreement L07AC14394 on June 28, 2007 with the Bureau of Land Management (BLM) for the Las Vegas Wash Trail Pedestrian Safety Crossing Bridges project. The Supplement No. 4 will extend the project completion date to December 28, 2014, change the project scope from the Lamb Boulevard Pedestrian Underpass to a Pedestrian Bridge and modify contract language to current BLM terms and conditions. The Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L07AC14394 – Supplement No. 4

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L07AC14394	0004	06/27/2012	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89502

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
LAS VEGAS WASH TRAIL PEDESTRIAN SAFETY CROSSING BRIDGES PRIORITY 6-18 PROJECT LV25

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
06/28/2007 through 12/28/2014

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$3,850,000.00	PREVIOUS	$3,850,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$3,850,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$3,850,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 5/30/12
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L07AC14394 11. PURPOSE: The purpose of this modification 4 is to extend the period of performance and change the project scope; notify of change in form used for financial reporting and incorporate required language in the terms and conditions, and reflect the actual CFDA as 15.235, Southern Nevada Public Land Management Act. A. Provides for a no-cost performance period extension from 06/28/2012 to 12/28/14. This extension was approved by the SNPLMA Executive Committee on 5/11/12. B. The project scope of work is changed to switch the Lamb Boulevard pedestrian underpass to a pedestrian bridge. C. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Financial Status Report (form SF-269a). This Amendment revises Section VIII. B. Quarterly Status Report 2.c. from: SF-269a Financial Status Report to SF-425 Federal Financial Report. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). D. Incorporate into the Terms and Conditions section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace Drug-free workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152¿5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100¿690, Title V, Subtitle D; 41U.S.C. 701¿707. E. The CFDA number is 15.235 Southern Nevada Public Land Management Act. F. All other terms and conditions remain the same and unchanged. Legacy Doc #: FAA060151 LIST OF CHANGES: Period Of Performance Start Date changed from 16-NOV-07 to 28-JUN-07 Period Of Performance End Date changed from 28-JUN-12 to 28-DEC-14 Contracting Officer changed from Susan Kaller to CHANGES FOR LINE ITEM NUMBER: 1 Product/Service code changed from OCA0 to Start Date changed from 16-NOV-07 to 28-JUN-07 End Date changed from 28-JUN-12 to 28-DEC-14 CHANGES FOR ACCOUNTING CODE: 01 Percent changed from 0 to 100 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 06/28/2007 to 12/28/2014 The BLM Program Officer is Jeff Wilbanks 702-515-5160. The Grants Management Officer is Susan Kaller 775-861-6559.				

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC14118) between the City of Las Vegas and the Bureau of Land Management (BLM) to modify contract language for the Cultural Corridor Trail Pedestrian Crossing Bridge project funded under the Southern Nevada Public Lands Management Act (SNPLMA) located over Las Vegas Boulevard between Washington Avenue and McWilliams Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into the Grant and Cooperative Agreement L07AC14118 on June 28, 2007 with the Bureau of Land Management (BLM) for the Cultural Corridor Trail Pedestrian Crossing Bridge project. The Supplement No. 4 will modify contract language for project funding and agreement date. The Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L07AC14118 – Supplement No. 4

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L07AC14118	0004	06/25/2012	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89502

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@cityoflasvegas.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Cultural Corridor Trail Ped Crossing Bridge SNPLMA Priority 6-45 Proj LV30

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
06/28/2007 through 06/28/2012

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$2,100,000.00	PREVIOUS	$2,100,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$2,100,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$2,100,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 5/30/12
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L07AC14118 11. PURPOSE: This modification number 4 corrects language from modification number 3. The purpose language is removed in its entirety and replaced with the following: The purpose of this amendment is to provide additional funds in the amount of $450,000.00 through a budget reallocation in the PTNA category as approved by the SNPLMA Executive Committee on May 4, 2009. Additionally, the period of performance is revised to reflect the correct start date of the agreement to 06/28/2007. All other terms and conditions remain unchanged. Legacy Doc #: FAA060178 LIST OF CHANGES: Period Of Performance Start Date changed from 16-NOV-07 to 28-JUN-07 Contracting Officer changed from Susan Kaller to New Issuing Address: BLM NV-STATE OFC BGT&FIN SVC(NV955) 1340 FINANCIAL BLVD. RENO NV 89502 New Administration Address: BLM NV STATE OFC BDGT&FIN (NV955) 1340 FINANCIAL BLVD. RENO NV 89502 CHANGES FOR LINE ITEM NUMBER: 1 Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Product/Service code changed from OCA0 to Start Date changed from 16-NOV-07 to 28-JUN-07 CHANGES FOR ACCOUNTING CODE: 01 Percent changed from 0 to 100 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 06/28/2007 to 06/28/2012 JEFF WILBANKS IS THE BLM PROGRAM OFFICER 702-515-5160. SUSAN KALLER IS THE GRANTS MANAGEMENT OFFICER 775-861-6559.				

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC12955) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to December 28, 2014 and modify contract language for the I-215 Beltway Trail Segments project funded under the Southern Nevada Public Lands Management Act (SNPLMA) located along the 215 Beltway between Charleston Boulevard and Alexander Road - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into the Grant and Cooperative Agreement L07AC12955 on June 28, 2007 with the Bureau of Land Management (BLM) for the I-215 Beltway Trail Segments project. The Supplement No. 4 will extend the project completion date to December 28, 2014 and modify contract language to current BLM terms and conditions. The Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L07AC12955 – Supplement No. 4

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L07AC12955	0004	06/27/2012	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89502

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
I -215 BELTWAY TRAIL SEGMENTS PROJECT SNPLMA PRIORITY 6-36 PROJECT LV29

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
06/28/2007 through 12/28/2014

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$6,773,000.00	PREVIOUS	$6,773,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$6,773,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$6,773,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

~~Approved as to form~~
John S. Ridilla 5/30/12
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L07AC12955 11. PURPOSE: The purpose of this modification 4 is to extend the period of performance; notify of change in form used for financial reporting and incorporate required language in the terms and conditions, and reflect the actual CFDA as 15.235, Southern Nevada Public Land Management Act. A. Provides for a no-cost performance period extension from 06/28/2012 to 12/28/14. This extension was approved by the SNPLMA Executive Committee on 5/11/12. B. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Financial Status Report (form SF-269a). This Amendment revises Section VIII. B. Quarterly Status Report 2.d. from: SF-269a Financial Status Report to SF-425 Federal Financial Report. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). C. Incorporate into the Terms and Conditions section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace Drug-free workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152¿5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100¿690, Title V, Subtitle D; 41U.S.C. 701¿707. Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	D. The CFDA number is 15.235 Southern Nevada Public Land Management Act. E. All other terms and conditions remain the same and unchanged. Legacy Doc #: FAA060169 LIST OF CHANGES: Period Of Performance End Date changed from 28-JUN-12 to 28-DEC-14 Contracting Officer changed from Susan Kaller to CHANGES FOR LINE ITEM NUMBER: 1 Product/Service code changed from OCA0 to End Date changed from 28-JUN-12 to 28-DEC-14 CHANGES FOR ACCOUNTING CODE: 01 Percent changed from 0 to 100 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 06/28/2007 to 12/28/2014 The BLM Program Officer is Jeff Wilbanks, 702-515-5160. The BLM Grants Management Officer is Susan Kaller, 775-861-6559.				

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:

For possible action to approve Supplement No. 4 to the Grant and Cooperative Agreement (L07AC14876) between the City of Las Vegas and the Bureau of Land Management (BLM) to increase funding in the amount of $500,000 and extend the contract date to December 28, 2014 for the Las Vegas Wash Trail Phase II project funded under the Southern Nevada Public Land Management Act (SNPLMA), located along the Las Vegas Wash between Lamb Boulevard and Washington Avenue and between Stewart Avenue and Charleston Boulevard ($500,000 - Park & Leisure Activities Capital Project Fund [CPF]) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Park & Leisure Activities CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas entered into the Grant and Cooperative Agreement L07AC14876 on June 28, 2007 with the Bureau of Land Management (BLM) for the Las Vegas Wash Trail Phase II project. This Supplement No. 4 will increase funding in the amount of $500,000 and extend the project completion date to December 28, 2014 to allow additional time to complete construction and submit for reimbursements. The total project funding shall not exceed $6,000,000. The Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Grant and Cooperative Agreement L07AC14876 – Supplement No. 4

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L07AC14876	0004	06/28/2012	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89502

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Las Vegas Wash Trail Phase 11 Priority 6-11 , Project LV-20

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
06/28/2007 through 12/28/2014

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$5,500,000.00	PREVIOUS	$5,500,000.00
THIS ACTION	$500,000.00	THIS ACTION	$500,000.00
CASH SHARE	$0.00	**TOTAL**	$6,000,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$6,000,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0020008781			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5160	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Susan Kaller		775-861-6559	susan_kaller@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 5/15/12
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
		Carolyn G. Goodman, Mayor	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L07AC14876 11. PURPOSE: The purpose of this modification number 4 is to A.) provide additional funds in the amount of $500,000.00 from the SNPLMA Special Account Reserve (SAR) funding; B.) Extend the period of performance; C.) Incorporate revision to reporting requirements. A.) Provides funds in the amount of $500,000.00 in SNPLMA Special Account Reserve (SAR) funding to meet new floodplain construction requirements and to add a nine-foot shared use concrete trail path with retaining wall, post and cable barrier, signing, and a 15-foot pole trail lighting. B.) Extend the period of performance to 12/28/2014. The additional time and funds were approved the SNPLMA Executive Committee on 4/30/2012. C.) Revise Section VIII. B. Quarterly Status Reports. The OMB has implemented the Federal Financial Report SF 425. Remove reference to the SF-269A and replace with the SF 425. This report is due to the GMO 30 days after the end of the quarter. All other terms and conditions remain the same and unchanged. Legacy Doc #: FAA060144 LIST OF CHANGES: Period Of Performance End Date changed from 28-JUN-12 to 28-DEC-14 Total Amount for this Modification: $500,000.00 New Total Amount for this Version: $6,000,000.00 New Total Amount for this Award: $6,000,000.00 Obligated Amount for this Modification: $500,000.00 Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	New Total Obligated Amount for this Award: $6,000,000.00 CHANGES FOR LINE ITEM NUMBER: 1 End Date changed from 28-JUN-12 to 28-DEC-14 Period of Performance: 06/28/2007 to 12/28/2014 FA SNPLMA PTNA LV20 6-11 L07AC14876: Request assistance agreement modification for a 30 month time extension from June 28, 2012 to December 28, 2014, and provide $500,000 in SNPLMA Special Account Reserve (SAR) funding to meet new floodplain construction requirements and a nine-foot shared use concrete trail path with retaining wall, post and cable barrier, signing, and 15-foot pole trail lighting (see attached LV20 time ext <(>&<)> SAR funding mod package).				
00020	Obl additional $500,000 SAR for LV20. Obligated Amount: $500,000.00 Delivery: 05/04/2012 Delivery Location Code: 0004276496 BLM-NV LAS VEGAS FIELD OFFICE* 4701 NORTH TORREY PINES DRIVE LAS VEGAS NV 89130-2301 US Amount: $500,000.00 Accounting Info: 01 Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLNVS00550 Functional Area: L58560000.IB0000 Fund: XXXL5232AR Fund Center: LLNVS00550 Project/WBS: LX.SN.LV205600 PR Acct Assign Line: 01 Funded: $500,000.00 Period of Performance: 06/28/2012 to 12/28/2014 The BLM Program Officer is Jeff Wilbanks, Phone Continued ...				500,000.00

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	702-515-5160. The Grants Management Officer is Susan Kaller 775-861-6559.				

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
For possible action to approve Highway Agreement, a Cooperative (Local Public Agency) Agreement, between the City of Las Vegas and the State of Nevada Department of Transportation (NDOT) to provide Federal Congestion Mitigation and Air Quality (CMAQ) funding for design and construction of five (5) bus turnouts on Charleston Boulevard from Hualapai Way to I-15 ($450,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 2 and 5 (Tarkanian, Beers and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $450,000
Funding Source: Road & Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This Cooperative (Local Public Agency) Agreement with NDOT delegates the authority to the City of Las Vegas to design, advertise, award and manage construction of five (5) bus turnouts on Charleston Boulevard from Hualapai Way to I-15. The total CMAQ funding for the project shall not exceed $450,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Highway Agreement – West Charleston Bus Turnouts

Highway Agreement _____

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
WEST CHARLESTON BUS TURNOUTS

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Las Vegas, 333 North Rancho Dr., Las Vegas, NV 89106 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. (Code of Federal Regulations) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that said projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY will design, advertise, award, and manage construction of five (5) bus turnouts on Charleston Blvd. from Hualapai Way to I-15 as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal CMAQ funding for a maximum amount of Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) in fifteen working days and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable.

9. To invoke the DEPARTMENT's authority under N.R.S. 408.210(4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to N.R.S. 408.210 and/or N.R.S. 408.423, in order to accommodate construction of the PROJECT.

10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

11. Once the Right-of-Way Setting memo is approved and funding authorized, to provide the CITY with a written "Notice to Proceed" authorizing the right-of-way acquisition for the PROJECT.

12. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with state and federal regulations including, but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

13. To provide the CITY the approved appraiser list maintained by the DEPARTMENT for use on the PROJECT.

14. To assign DEPARTMENT Right-of-Way Engineering section staff to review and approve the title reports, mapping and legal descriptions for the CITY to ensure compliance with DEPARTMENT standards for the parcels that will be deed to the DEPARTMENT.

15. To set just compensation for the acquisition parcels and provide it to the CITY.

16. To assign a Right-of-Way Agent to provide guidance and oversight to ensure the acquisition of right-of-way is in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.

17. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

18. The right-of-way acquired by the CITY on Charleston Blvd. from the existing right-of-way limits to the new back of sidewalk will be deeded to the DEPARTMENT upon

completion of the PROJECT. The CITY will maintain ownership of all other right-of-way acquired beyond the new back of sidewalk.

19. To accept the right-of-way acquired by the CITY for the PROJECT on Charleston Blvd. from back of sidewalk to back of sidewalk and any maintenance responsibility associated therewith and as spelled out in this agreement, which is acceptable to the DEPARTMENT.

20. To review and approve the CITY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

21. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

22. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal for the PROJECT based on the DEPARTMENT's DBE program.

23. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

24. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

25. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

26. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7.

27. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

28. To reimburse the CITY, monthly as work progresses on the PROJECT, for one hundred percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

29. To maintain the improvements consisting of asphalt pavement, curb and gutter

constructed as part of the PROJECT from back of curb to back of curb with the exception of the bus turnouts, however the responsibility of street sweeping including the bus turnouts will remain with the DEPARTMENT. To transfer to the CITY maintenance responsibility including utility costs for the improvements consisting of bus turnouts, and sidewalk constructed as part of the PROJECT upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) complete the survey and right-of-way engineering to prepare mapping and legal descriptions of the new right-of-way parcels to be acquired; (d) acquire right-of-way; (e) the acquisition of environmental permits and clearances; and (f) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.

6. To hold a right-of-way setting meeting at the sixty percent (60%) design phase, wherein the CITY shall provide plans showing limits of existing right-of-way and easements, and any necessary right-of-way for the PROJECT, i.e. Fee Takes, Permanent and Temporary Easements, and Permission to Construct limits.

7. To proceed with the PROJECT right-of-way acquisition only after receiving a written "Notice to Proceed" from the DEPARTMENT.

8. To provide right-of-way mapping, title reports and legal descriptions of the new right-of-way parcels to be acquired to the DEPARTMENT for review.

9. To contract an appraiser listed on the approved appraiser list maintained by the DEPARTMENT for appraisal reports and review of the appraisal reports for the acquisition parcels.

10. To provide the appraisal reports and appraisal review reports to the DEPARTMENT for the determination of just compensation.

11. To acquire all necessary right-of-way for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and to comply with and follow the policies and regulations pertaining to real property acquisitions for federal projects as provided by direction from DEPARTMENT Right-of-Way personnel.

12. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects with DBE Goals", attached hereto and incorporated herein.

13. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.

14. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, this Agreement shall take precedence.

15. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

16. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the CITY shall submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the CITY and that all utility relocations and /or adjustments were completed in accordance with federal and state regulations.

17. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

18. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

19. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

20. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any

addenda, supplementals and change orders prior to incorporating them into the PROJECT.

21. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

22. To incorporate all required D.B.E. (Disadvantaged Business Enterprise) goals into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the D.B.E. goals.

23. To monitor the consultant and/or contractor on the PROJECT, to ensure that D.B.E. goals are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR § 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the D.B.E. standards.

24. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

25. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 C.F.R. § 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

26. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 7. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

27. To be responsible for one hundred percent (100%) of all costs exceeding the obligated Federal funds. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

28. To prepare a deed for the review and approval by the DEPARTMENT for the transfer of right-of-way acquired by the CITY on Charleston Blvd.

29. To transfer the deed for the right-of-way acquired by the CITY on Charleston Blvd. from the existing right-of-way limits to the new back of sidewalk to the DEPARTMENT upon completion of the PROJECT. The CITY will maintain ownership of all other right-of-way acquired on Charleston Blvd. beyond the new back of sidewalk.

30. To accept maintenance responsibilities including utility costs for the improvements consisting of bus turnouts, and sidewalk constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commiserate with the CITY's overall maintenance budget allocated by the CITY's governing body.

31. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2015, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first ,save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The TOTAL ESTIMATED PROJECT COSTS are Four Hundred Fifty-Thousand and No/100 Dollars ($450,000.00), which includes: Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY.

6. Any match requirement due to a change in future federal legislation will be the responsibility of the CITY and a written amendment to this Agreement shall be required.

7. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 2,000.00
CITY Preliminary Engineering Costs:	$ 25,000.00
DEPARTMENT Right-of-Way Costs:	$ 3,000.00
Right-of-Way Costs:	$ 25,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00

CITY Construction Engineering Costs:	$ 20,000.00
Construction Costs:	$ 370,000.00
TOTAL ESTIMATED PROJECT COSTS:	$ 450,000.00

AVAILABLE FUNDING SOURCES:

Federal CMAQ Funds:	$ 450,000.00
TOTAL PROJECT FUNDING:	$ 450,000.00

8. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percent of the TOTAL PROJECT COSTS eligible for Federal funding. The CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The CITY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY.

15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered

personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Susan Martinovich, P.E., Director
Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail: jtyrrell@dot.state.nv.us

FOR CITY:

Greg McDermott
City of Las Vegas
333 North Rancho Drive, 7th Floor
Las Vegas, NV 89106
Phone: (702) 229-2143
Fax: (702) 382-8551
E - mail: gmcdermott@lasvegasnevada.gov

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

25. In connection with the performance of work under this Agreement, the CITY agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the COUNTY shall ensure that no person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Breach of this covenant may be regarded as a material breach of this Agreement.

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

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

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

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

CITY OF LAS VEGAS

Carolyn G. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 5/15/12
Deputy City Attorney
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

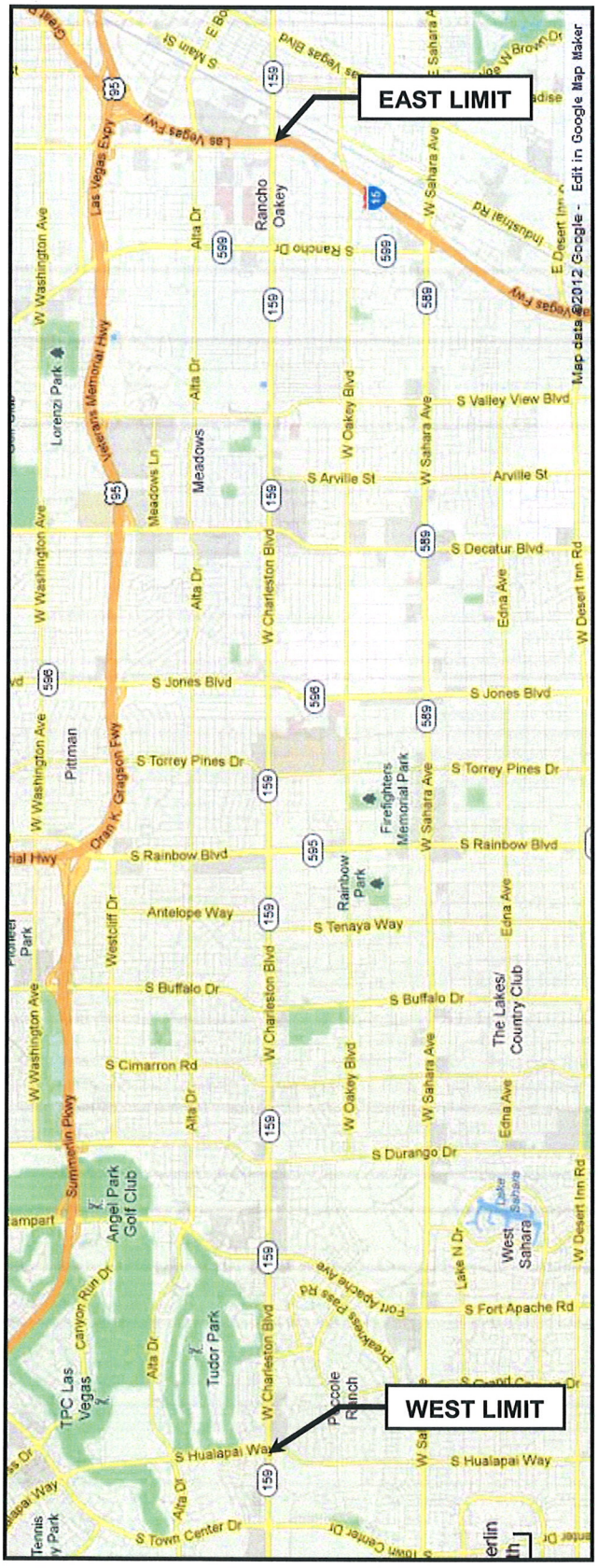
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
WEST CHARLESTON BUS TURNOUTS

The PROJECT consists of the construction of five (5) bus turnouts on Charleston Blvd. (SR 159). The limits of the PROJECT are from Hualapai Way to I-15 as depicted on the attached drawing.


EAST LIMIT
WEST LIMIT
Las Vegas Fwy
W Washington Ave
Las Vegas Expy
Veterans Memorial Hwy
Alta Dr
Rancho Oakey
S Rancho Dr
W Sahara Ave
Industrial Rd
E Desert Inn Rd
Lorenzi Park
Meadows Ln
Meadows
W Oakey Blvd
S Valley View Blvd
S Arville St
Arville St
W Charleston Blvd
S Decatur Blvd
Edna Ave
S Jones Blvd
Pittman
Chan K. Gragson Fwy
S Torrey Pines Dr
Firefighters Memorial Park
S Rainbow Blvd
Rainbow Park
Antelope Way
S Tenaya Way
Westcliff Dr
S Buffalo Dr
The Lakes/ Country Club
S Cimarron Rd
Summerlin Pkwy
S Durango Dr
Angel Park Golf Club
Lake Sahara
West Sahara
Lake N Dr
Fort Apache Pass Rd
S Fort Apache Rd
Canyon Run Dr
TPC Las Vegas
Tudor Park
Peccole Ranch
S Hualapai Way
S Town Center Dr
Map data ©2012 Google - Edit in Google Map Maker

Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITH DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

NDOT – DBE (MBE/WBE) Information*

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* **Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

** **Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

   > It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

   The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ } SS

COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

(SEAL) _____
other Official *Notary Public, Judge or*

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
c. Initial award
d. post-award

3. Report Type:
☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

CONTRACT NO.:_____ **CONTRACTOR:**

NAME OF SUBCONTRACTOR	USED		DBE STATUS	
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } **SS**

I, _____ **(Name of party signing this**

affidavit and the Proposal Form) _____ **(title).**

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- **(a)** **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:**
- **(b)** **Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**
- **(c)** **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and**
- **(d)** **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Approved as to form
John S. Ridilla 5/15/12
John S. Ridilla Date
Deputy City Attorney

_____
Signature

_____
Title

Sworn to before me this ____ day of_____, _____

_____
Signature

_____
Notary Public, Judge or other Official

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

Approved as to form
John S. Ridilla 5/15/12
John S. Ridilla Date
Deputy City Attorney

_____
Signature

_____
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

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    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ c. Initial award
☐ d. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify**: nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

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City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
For possible action to approve Highway Agreement, a Cooperative (Local Public Agency) Agreement, between the City of Las Vegas and the State of Nevada Department of Transportation (NDOT) to provide Federal Congestion Mitigation and Air Quality (CMAQ) funding for design and construction of the Buffalo Drive CMAQ Project, on Buffalo Drive from Sahara Avenue to Charleston Boulevard ($1,360,456 - Public Works Capital Project Fund [CPF]) - Wards 1 and 2 (Tarkanian and Beers)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,360,456
Funding Source: Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This Cooperative (Local Public Agency) Agreement with NDOT delegates the authority to the City of Las Vegas to design, advertise, award and manage construction of the improvements on Buffalo Drive from Sahara Avenue to Charleston Boulevard project. The total CMAQ funding for the project shall not exceed $1,360,456.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Highway Agreement – Buffalo Drive CMAQ Project

Highway Agreement _____

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
BUFFALO DRIVE CMAQ PROJECT

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT"); and the City of Las Vegas, 333 North Rancho Dr., Las Vegas, NV 89106 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. (Code of Federal Regulations) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that said projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY will design, advertise, award, and manage construction of intersection improvements on Buffalo Dr. at Sahara Ave. and Charleston Blvd. and the installation of bike lanes on Buffalo Dr. from Sahara Ave. to Charleston Blvd. as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Congestion Mitigation and Air Quality (CMAQ); and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal CMAQ funding for a maximum amount of One Million Three

Hundred Sixty Thousand Four Hundred Fifty-six and No/100 Dollars ($1,360,456.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) in fifteen working days and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable.

9. To invoke the DEPARTMENT's authority under N.R.S. 408.210(4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to N.R.S. 408.210 and/or N.R.S. 408.423, in order to accommodate construction of the PROJECT.

10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

11. Once the Right-of-Way Setting memo is approved and funding authorized, to provide the CITY with a written "Notice to Proceed" authorizing the right-of-way acquisition for the PROJECT.

12. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with state and federal regulations including, but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

13. To provide the CITY the approved appraiser list maintained by the DEPARTMENT for use on the PROJECT.

14. To assign DEPARTMENT Right-of-Way Engineering section staff to review and approve the title reports, mapping and legal descriptions for the CITY to ensure compliance with DEPARTMENT standards for the parcels that will be deeded to the DEPARTMENT.

15. To set just compensation for the acquisition parcels and provide it to the CITY.

16. To assign a Right-of-Way Agent to provide guidance and oversight to ensure the acquisition of right-of-way is in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.

17. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

18. The right-of-way acquired by the CITY on Charleston Blvd. from the existing right-of-way limits to the new back of sidewalk will be deeded to the DEPARTMENT upon completion of the PROJECT. The CITY will maintain ownership of all other right-of-way acquired beyond the new back of sidewalk.

19. To accept the right-of-way acquired by the CITY for the PROJECT on Charleston Blvd. from back of sidewalk to back of sidewalk and any maintenance responsibility associated therewith and as spelled out in this agreement, which is acceptable to the DEPARTMENT.

20. To review and approve the CITY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

21. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

22. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal for the PROJECT based on the DEPARTMENT's DBE program.

23. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

24. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

25. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

26. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7.

27. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

28. To reimburse the CITY, monthly as work progresses on the PROJECT, for one hundred percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

29. To maintain the improvements consisting of asphalt pavement, curb and gutter constructed as part of the PROJECT from back of curb to back of curb with the exception of the bus turnouts, however the responsibility of street sweeping including the bus turnouts will remain with the DEPARTMENT on Charleston Blvd. To transfer to the CITY maintenance responsibility including utility costs for the improvements consisting of bus turnouts, and sidewalk constructed as part of the PROJECT on Charleston Blvd. upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) complete the survey and right-of-way engineering to prepare mapping and legal descriptions of the new right-of-way parcels to be acquired; (d) acquire right-of-way; (e) the acquisition of environmental permits and clearances; and (f) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards on Charleston Blvd. and to CITY standards on Buffalo Dr. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.

6. To hold a right-of-way setting meeting at the sixty percent (60%) design phase, wherein the CITY shall provide plans showing limits of existing right-of-way and easements, and any necessary right-of-way for the PROJECT, i.e. Fee Takes, Permanent and Temporary Easements, and Permission to Construct limits.

7. To proceed with the PROJECT right-of-way acquisition only after receiving a written "Notice to Proceed" from the DEPARTMENT.

8. To provide mapping, title reports and legal descriptions of the new right-of-way parcels to be acquired to the DEPARTMENT for review.

9. To contract an appraiser listed on the approved appraiser list maintained by the

DEPARTMENT for appraisal reports and review of the appraisal reports for the acquisition parcels.

10. To provide the appraisal reports and appraisal review reports to the DEPARTMENT for the determination of just compensation.

11. To acquire all necessary right-of-way for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and to comply with and follow the policies and regulations pertaining to real property acquisitions for federal projects as provided by direction from DEPARTMENT Right-of-Way personnel.

12. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects with DBE Goals", attached hereto and incorporated herein.

13. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.

14. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, this Agreement shall take precedence.

15. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

16. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the CITY shall submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the CITY and that all utility relocations and /or adjustments were completed in accordance with federal and state regulations.

17. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

18. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

19. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

20. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

21. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

22. To incorporate all required D.B.E. (Disadvantaged Business Enterprise) goals into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the D.B.E. goals.

23. To monitor the consultant and/or contractor on the PROJECT, to ensure that D.B.E. goals are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR § 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the D.B.E. standards.

24. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

25. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 C.F.R. § 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

26. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 7. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

27. To be responsible for one hundred percent (100%) of all costs exceeding the obligated Federal funds. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

28. To prepare a deed for the review and approval by the DEPARTMENT for the transfer of right-of-way acquired by the CITY on Charleston Blvd.

29. To transfer the deed for the right-of-way acquired by the CITY on Charleston Blvd. from the existing right-of-way limits to the new back of sidewalk to the DEPARTMENT upon

completion of the PROJECT. The CITY will maintain ownership of all other right-of-way acquired on Charleston Blvd. beyond the new back of sidewalk.

30. The CITY is to acquire and maintain ownership and accept maintenance responsibilities for all right-of-way acquired along Buffalo Drive for the PROJECT.

31. To accept maintenance responsibilities including utility costs for the improvements consisting of bus turnouts, and sidewalk constructed as part of the PROJECT on Charleston Blvd. and the improvements consisting of asphalt, bus turnouts and sidewalk constructed as part of the PROJECT on Buffalo Dr., upon completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.

32. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2016, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The TOTAL ESTIMATED PROJECT COSTS are One Million Three Hundred Sixty Thousand Four Hundred Fifty-six and No/100 Dollars ($1,360,456.00), which includes: One Million Three Hundred Sixty Thousand Four Hundred Fifty-six and No/100 Dollars ($1,360,456.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY.

6. Any match requirement due to a change in future federal legislation will be the responsibility of the CITY and a written amendment to this Agreement shall be required.

7. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and

available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 2,000.00
CITY Preliminary Engineering Costs:	$ 89,626.00
DEPARTMENT Right-of-Way Costs:	$ 3,000.00
Right-of-Way Costs:	$ 40,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 68,023.00
Construction Costs:	$ 1,152,807.00
TOTAL ESTIMATED PROJECT COSTS:	$ 1,360,456.00

AVAILABLE FUNDING SOURCES:

Federal CMAQ Funds:	$ 1,360,456.00
TOTAL PROJECT FUNDING:	$ 1,360,456.00

8. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percent of the TOTAL PROJECT COSTS eligible for Federal funding. The CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The CITY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written

notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY.

15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:
Susan Martinovich, P.E., Director
Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail: jtyrrell@dot.state.nv.us

FOR CITY:
Greg McDermott
City of Las Vegas
333 North Rancho Drive, 7th Floor
Las Vegas, NV 89106
Phone: (702) 229-2143
Fax: (702) 382-8551
E - mail: gmcdermott@lasvegasnevada.gov

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

25. In connection with the performance of work under this Agreement, the CITY agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the CITY shall ensure that no person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Breach of this covenant may be regarded as a material breach of this Agreement.

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

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

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

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

CITY OF LAS VEGAS

Carolyn G. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 5/15/12
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

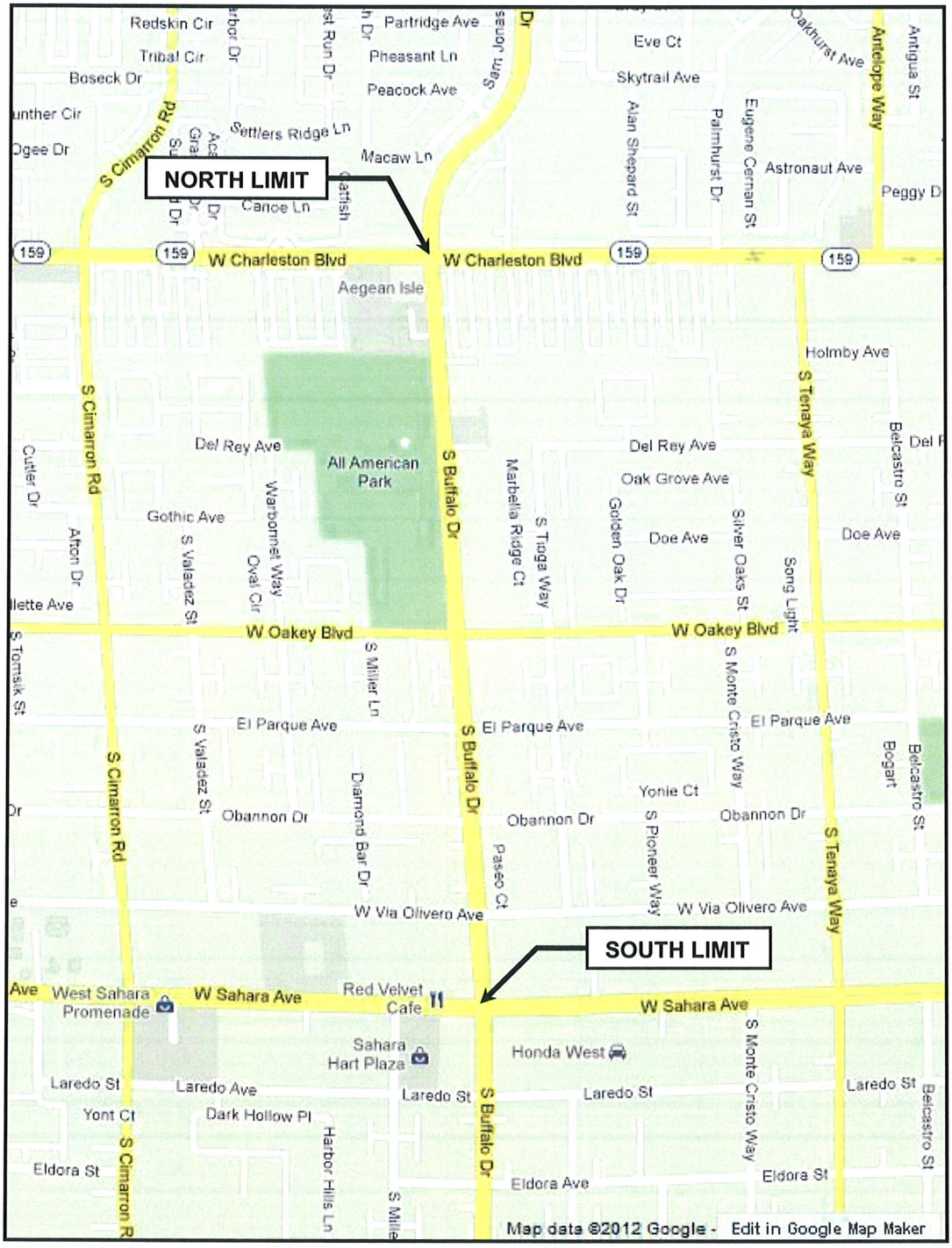
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
BUFFALO DRIVE CMAQ PROJECT

The PROJECT consists of the construction of bike lane striping on Buffalo Dr. and intersection improvements at Buffalo Dr. and Sahara Ave. and Buffalo Dr. and Charleston Blvd. that will include bus turnouts, exclusive right turns, signal and signage modifications. The limits of the PROJECT are on Buffalo Dr. from Sahara Ave. to Charleston Blvd. as depicted on the attached drawing.


NORTH LIMIT
SOUTH LIMIT
W Charleston Blvd
W Oakey Blvd
W Sahara Ave
W Via Olivero Ave
S Buffalo Dr
S Cimarron Rd
S Tenaya Way
All American Park
Aegean Isle
Del Rey Ave
El Parque Ave
Obannon Dr
Oak Grove Ave
Doe Ave
Holmby Ave
Peggy D
Redskin Cir
Tribal Cir
Boseck Dr
Partridge Ave
Pheasant Ln
Peacock Ave
Settlers Ridge Ln
Macaw Ln
Canoe Ln
Eve Ct
Skytrail Ave
Oakhurst Ave
Antelope Way
Antigua St
Alan Shepard St
Palmhurst Dr
Eugene Cernan St
Astronaut Ave
Gothic Ave
Warbonnet Way
Oval Cir
S Valadez St
Marbella Ridge Ct
S Tioga Way
Golden Oak Dr
Silver Oaks St
Song Light
Belcastro St
Cutler Dr
Afton Dr
S Tomsik St
S Miller Ln
S Monte Cristo Way
Yonie Ct
S Pioneer Way
Diamond Bar Dr
Paseo Ct
Blogart
Red Velvet Cafe
West Sahara Promenade
Sahara Hart Plaza
Honda West
Laredo St
Laredo Ave
Yont Ct
Dark Hollow Pl
Harbor Hills Ln
Eldora St
Eldora Ave
159
Map data ©2012 Google - Edit in Google Map Maker

Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITH DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

NDOT – DBE (MBE/WBE) Information*

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* **Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

** **Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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VII.	Subletting or Assigning the Contract	7
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IX.	False Statements Concerning Highway Projects	7
X.	Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for Lobbying	10

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

   > It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

   The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

   In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ } SS

COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

_____
Notary Public, Judge or

(SEAL)
other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
c. Initial award
d. post-award

3. Report Type:
☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

CONTRACT NO.:_____ **CONTRACTOR:**

NAME OF SUBCONTRACTOR	USED	DBE STATUS
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE: ***Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract***

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } **SS**

I, _____ **(Name of party signing this**

affidavit and the Proposal Form) _____ **(title).**

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:**

(b) **Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**

(c) **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and**

(d) **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Approved as to form
John S. Ridilla 5/15/12
John S. Ridilla Date
Deputy City Attorney

_____
Signature

_____
Title

Sworn to before me this ____ day of_____, _____

_____
Signature

_____
Notary Public, Judge or other Official

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

Approved as to form
John S. Ridilla 5/15/12
John S. Ridilla Date
Deputy City Attorney

_____
Signature

_____
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ c. Initial award
☐ d. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify**: nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
For possible action to approve Amendment No. 2 to the Highway Agreement No. PR334-10-063 a Cooperative (Local Public Agency) Agreement with the State of Nevada Department of Transportation (NDOT) to change the scope of the project and increase project funding in the amount of $1,647,224 for the construction of landscaping improvements on D Street from Washington Avenue to Owens Avenue ($1,647,224 - Public Works Capital Project Fund [CPF]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,647,224
Funding Source: Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On December 1, 2010, the City of Las Vegas entered into a Highway Agreement with the State of Nevada Department of Transportation (NDOT) in the amount of $684,211 to fund the construction of landscaping improvements on D Street from Washington Avenue to Madison Avenue. On October 12, 2011 an Amendment No. 1 changed the scope of the project, extended the project completion date to December 31, 2015 and increased project funding to $843,876. This Amendment No. 2 will change the scope of the project as outlined in the Attachment A – 2 and increase project funding in the amount of $1,647,224. The total amount of project funding shall not exceed $2,491,100.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 2 to Highway Agreement No. PR334-10-063

Amendment No. 2 to
Highway Agreement No. PR334-10-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 333 N. Rancho Dr., Las Vegas, NV 89106, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on December 1, 2010, the Parties entered into Agreement No. PR334-10-063 to delegate authority to the CITY to design, advertise, award, and manage construction of landscaping improvements on D St. from Washington Ave. to Madison Ave.; and

WHEREAS, the CITY was approved for additional Federal Enhancement funding in the amount of Six Hundred Fifty Thousand and No/100 Dollars ($650,000.00) and Federal Surface Transportation Program (STP) Clark funding in the amount of Nine Hundred Fourteen Thousand Eight Hundred Sixty-three and No/100 Dollars ($914,863.00); and

WHEREAS, the CITY has requested and been approved for a change in the PROJECT scope; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR334-10-063.

NOW, THEREFORE, the Parties agree as follows:

A. Attachment "A-1" is removed in its entirety and replaced with the attached Attachment "A-2".

B. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place, To obligate Federal Enhancement funding for a maximum amount of One Million Three Hundred Thousand and No/100 Dollars ($1,300,000.00), STP Clark funding for a maximum amount of Nine Hundred Fourteen Thousand Eight Hundred Sixty-three and No/100 Dollars ($914,863.00) and State Funding for a maximum amount of One Hundred Fifty-nine Thousand Six Hundred Sixty-five and No/100 Dollars ($159,665.00).

C. Article II, Paragraph 15, is amended by deleting it in its entirety and inserting in its place, To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Sixteen thousand Five Hundred Seventy-two and No/100 Dollars ($116,572.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal and State funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal and State funds.

D. Article III, Paragraph 6, is amended by deleting it in its entirety and inserting in its place, The TOTAL ESTIMATED PROJECT COSTS are Two Million Four Hundred Ninety-one Thousand One Hundred and No/100 Dollars ($2,491,100.00), which includes: Two Million Two Hundred Fourteen Thousand Eight Hundred Sixty-three and No/100 Dollars ($2,214,863.00), comprising Federal funding of Eighty-nine percent (89%) of the TOTAL ESTIMATED PROJECT COSTS; and One Hundred Fifty-nine Thousand Six Hundred Sixty-five and No/100 Dollars ($159,665.00), comprising State funding of Six percent (6%) of TOTAL ESTIMATED PROJECT COSTS; and a match of One Hundred Sixteen Thousand Five Hundred Seventy-two and No/100 Dollars ($116,572.00), comprising CITY match funding of five percent (5%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY.

E. Article III, Paragraph 7, is amended by deleting it in its entirety and inserting in its place, The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 54,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 158,493.00
Construction Costs:	$ 2,268,607.00
TOTAL ESTIMATED PROJECT COSTS:	$ 2,491,100.00

AVAILABLE FUNDING SOURCES:

Federal Enhancement Funds:	$ 1,300,000.00
Federal STP Clark Funds:	$ 914,863.00
State Funds:	$ 159,665.00
CITY Funds:	$ 116,572.00
TOTAL PROJECT FUNDING:	$ 2,491,100.00

F. All of the other provisions of Agreement No. PR334-10-063 and Amendment No. 1 dated October 12, 2011 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF LAS VEGAS

Carolyn G. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla 5/15/12
John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

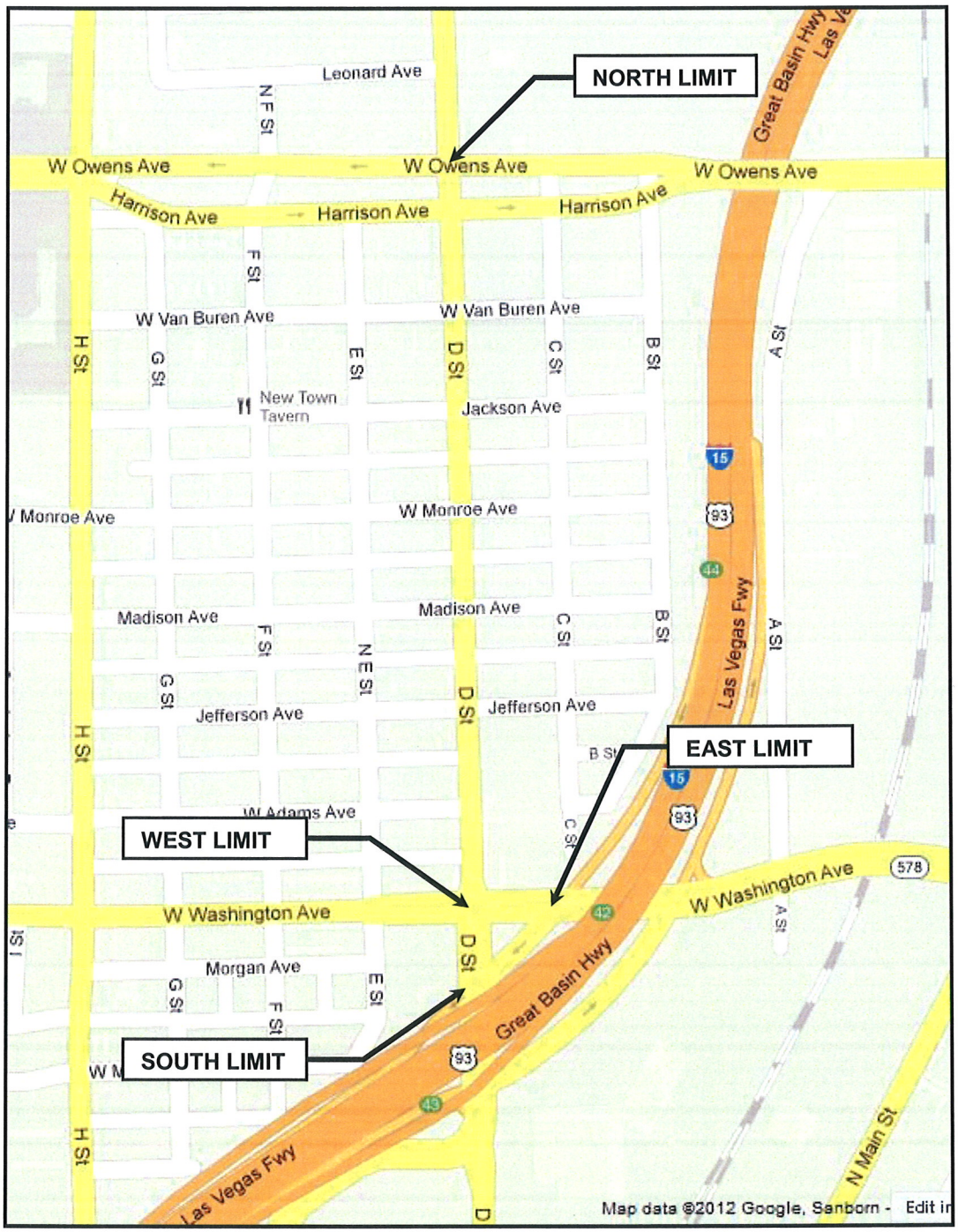
Approved as to Legality & Form:

Deputy Attorney General

Attachment A-2

SCOPE OF WORK
D STREET ENHANCEMENT

The project consists of the construction of landscape and aesthetic improvements including: trees, shrubs, hardscape, median islands, streetlights, bicycle lanes, curb, gutter, sidewalk and an irrigation system. The limits of the Federally funded portion of the PROJECT are on D St. from Washington Ave to Owens Ave. and the limits of the state funded portion of the Project are on D St. from Washington Ave. to the southbound I-15 on ramp and Washington Ave. from D St. to the I-15 southbound off ramp as depicted on the drawing below.


NORTH LIMIT
EAST LIMIT
WEST LIMIT
SOUTH LIMIT
Leonard Ave
N F St
W Owens Ave
W Owens Ave
W Owens Ave
Harrison Ave
Harrison Ave
Harrison Ave
F St
W Van Buren Ave
W Van Buren Ave
H St
G St
E St
D St
C St
B St
A St
New Town Tavern
Jackson Ave
15
93
W Monroe Ave
W Monroe Ave
44
Madison Ave
Madison Ave
F St
N E St
C St
B St
A St
G St
Jefferson Ave
Jefferson Ave
D St
H St
B St
15
93
W Adams Ave
C St
578
W Washington Ave
W Washington Ave
42
A St
D St
Morgan Ave
G St
E St
F St
Great Basin Hwy
93
43
H St
Las Vegas Fwy
N Main St
Las Vegas Fwy
Great Basin Hwy
Map data ©2012 Google, Sanborn - Edit in

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-42-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 SID Administration Special Revenue Fund (SRF) Budget in the amount of $3,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $3,000
Funding Source: SID Administration SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 SID Administration SRF Budget in the amount of $3,000.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-42-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-42-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 SID ADMINISTRATION SPECIAL REVENUE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the SID Administration Special Revenue Fund are now determined to be $16,009,713 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance in excess of the Fiscal Year 2012 SID Administration Special Revenue Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the SID Administration Special Revenue Fund be increased from $16,006,713 to $16,009,713; and

BE IT FURTHER RESOLVED that additional expenditures totaling $3,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION
SID ADMINISTRATION SPECIAL REVENUE FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Miscellaneous	$ 1,964,058	$	$ 1,964,058
Transfer In	315,202		315,202
Beginning Fund Balance	13,727,453	3,000	13,730,453
TOTAL RESOURCES	$ 16,006,713	$ 3,000	$ 16,009,713
EXPENDITURES			
General Government	$ 1,944,720	$ 3,000	$ 1,947,720
Ending Fund Balance	14,061,993		14,061,993
TOTAL	$ 16,006,713	$ 3,000	$ 16,009,713

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-43-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Debt Service Fund Budget in the amount of $6,460,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $6,460,000
Funding Source: Debt Service Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 Debt Service Fund Budget in the amount of $6,460,000.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-43-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-43-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 DEBT SERVICE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the Debt Service Fund are now determined to be $60,657,574 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance and Refunding Bond Proceeds in excess of the Fiscal Year 2012 Debt Service Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget and adjusting expenditures between functions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the Debt Service Fund be increased from $54,197,574 to $60,657,574; and

BE IT FURTHER RESOLVED that additional expenditures totaling $6,460,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-12-12

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION AND TRANSFERS OF APPROPRIATIONS
DEBT SERVICE FUND

	Current Budget	Adjustment	Augmented Budget
REVENUES			
Intergovernmental	$ 5,363,062	$	$ 5,363,062
Miscellaneous	500,000		500,000
Refunding Bond Proceeds		4,100,000	4,100,000
Transfers In	46,567,080		46,567,080
Beginning Fund Balance	1,767,432	2,360,000	4,127,432
TOTAL RESOURCES	$ 54,197,574	$ 6,460,000	$ 60,657,574
EXPENDITURES			
Principal	$ 21,296,420	$ (4,650,000)	$ 16,646,420
Interest	27,873,001		27,873,001
Fiscal Charges	125,000		125,000
Other	662,000		662,000
Arbitrage Rebate	150,000	510,000	660,000
Bond Escrow Refunding	-	10,600,000	10,600,000
Ending Fund Balance	4,091,153		4,091,153
TOTAL	$ 54,197,574	$ 6,460,000	$ 60,657,574

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-44-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Capital Improvements Capital Projects Fund (CPF) in the amount of $13,213,150

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $13,213,150
Funding Source: Capital Improvements CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 Capital Improvements CPF in the amount of $13,213,150.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-44-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-44-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 CAPITAL IMPROVMENTS CAPITAL PROJECTS FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the City of Las Vegas has established the Capital Improvements Capital Projects Fund due to the requirements of GASB 54 and the resources of the Capital Improvements Capital Project Fund are now determined to be $13,213,150 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance and additional Revenues in excess of the Fiscal Year 2012 Capital Improvements Capital Projects Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget and adjusting expenditures between functions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the Capital Improvements Capital Projects Fund be increased from $0 to $13,213,150; and

BE IT FURTHER RESOLVED that additional expenditures totaling $13,213,150, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION
CAPITAL IMPROVEMENTS CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Intergovernmental	$	$ 4,794,800	$ 4,794,800
Miscellaneous		5,400	5,400
General Obligation Bonds		8,268,200	8,268,200
Beginning Fund Balance		144,750	144,750
TOTAL RESOURCES	$ 0	$ 13,213,150	$ 13,213,150
EXPENDITURES			
General Government	$	$ 3,485,050	$ 3,485,050
Transfers Out		500,000	500,000
Ending Fund Balance		9,228,100	9,228,100
TOTAL	$ 0	$ 13,213,150	$ 13,213,150

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-45-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Green Building Capital Projects Fund (CPF) in the amount of $5,040,100

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $5,040,100
Funding Source: Green Building CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 Green Building CPF in the amount of $5,040,100.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-45-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-45-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 GREEN BUILDING CAPITAL PROJECTS FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the City of Las Vegas has established the Green Building Capital Projects Fund due to the requirements of GASB 54 and the resources of the Green Building Capital Project Fund are now determined to be $5,040,100 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance and additional Revenues in excess of the Fiscal Year 2012 Green Building Capital Projects Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget and adjusting expenditures between functions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the Green Building Capital Projects Fund be increased from $0 to $5,040,100; and

BE IT FURTHER RESOLVED that additional expenditures totaling $5,040,100, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION
GREEN BUILDING CAPITAL PROJECTS FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Intergovernmental	$	$ 415,400	$ 415,400
Miscellaneous		4,360,400	4,360,400
Beginning Fund Balance		264,300	264,300
TOTAL RESOURCES	$ 0	$ 5,040,100	$ 5,040,100
EXPENDITURES			
General Government	$	$ 802,800	$ 802,800
Transfers Out		3,608,100	3,608,100
Ending Fund Balance		629,200	629,200
TOTAL	$ 0	$ 5,040,100	$ 5,040,100

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-46-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Municipal Parking Enterprise Fund (EF) in the amount of $3,500,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $3,500,000
Funding Source: Municipal Parking EF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 Municipal Parking EF in the amount of $3,500,000.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-46-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-46-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 MUNICIPAL PARKING ENTERPRISE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the Operating and Transfers Out Expenditures of the Municipal Parking Enterprise Fund are now determined to be $10,055,366 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in the Operating and Transfers Out Expenditures is made available through a reduction in Net Income of the Fiscal Year 2012 Budget for the Municipal Parking Enterprise Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the Municipal Parking Enterprise Fund be increased from $6,555,366 to $10,055,366; and

BE IT FURTHER RESOLVED that additional expenditures totaling $3,500,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION
MUNICIPAL PARKING ENTERPRISE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
General Government	$ 1,427,720	$	$ 1,427,720
Public Safety	3,022,546	500,000	3,522,546
Non-Operating Expenditures:	1,000		1,000
Transfers Out	2,104,100	3,000,000	5,104,100
	$ 6,555,366	$ 3,500,000	$ 10,055,366

The increase in appropriation for Transfers Out does not cause a deficit in the equity balance of the this Fund.

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-47-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Building and Safety Enterprise Fund (EF) in the amount of $500,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $500,000
Funding Source: Building and Safety EF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 Building and Safety EF in the amount of $500,000.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-47-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-47-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 BUILDING AND SAFETY ENTERPRISE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the Operating Expenditures of the Building and Safety Enterprise Fund are now determined to be $7,261,210 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in the Operating Expenditures is made available through a reduction in Net Income of the Fiscal Year 2012 Budget for the Building and Safety Enterprise Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the Building and Safety Enterprise Fund be increased from $6,761,210 to $7,261,210; and

BE IT FURTHER RESOLVED that additional expenditures totaling $500,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12
_____

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION
BUILDING & SAFETY ENTERPRISE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
Public Safety	$ 6,761,210	$ 500,000	$ 7,261,210
Non-Operating Expenditures:	0		0
Transfers Out	0		0
	$ 6,761,210	$ 500,000	$ 7,261,210

The increase in appropriation for Operating Expenditures Out does not cause a deficit in the equity balance of the this Fund.

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-48-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Automotive Operations Internal Service Fund (ISF) in the amount of $2,000,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $2,000,000
Funding Source: Automotive Operations ISF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 Automotive Operations ISF in the amount of $2,000,000.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-48-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-48-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 AUTOMOTIVE OPERATIONS INTERNAL SERVICE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the Transfers Out Expenditures of the Automotive Operations Internal Service Fund are now determined to be $14,152,328 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in the Transfers Out Expenditures is made available through a reduction in Net Income of the Fiscal Year 2012 Budget for the Automotive Operations Internal Service Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the Automotive Operations Internal Service Fund be increased from $12,152,328 to $14,152,328; and

BE IT FURTHER RESOLVED that additional expenditures totaling $2,000,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12
_____

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION
AUTOMOTIVE OPERATIONS INTERNAL SERVICE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
General Government	$ 12,152,328	$	$ 12,152,328
Transfers Out		2,000,000	2,000,000
	$ 12,152,328	$ 2,000,000	$ 14,152,328

The increase in appropriation for Transfers Out does not cause a deficit in the equity balance of this Fund

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-49-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 City Facilities Internal Service Fund (ISF) in the amount of $10,000,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $10,000,000
Funding Source: City Facilities CPF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 City Facilities ISF in the amount of $10,000,000.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-49-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-49-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 CITY FACILITIES INTERNAL SERVICE FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the Transfers Out Expenditures of the City Facilities Internal Service Fund are now determined to be $31,786,396 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in the Transfers Out Expenditures is made available through a reduction in Net Income of the Fiscal Year 2012 Budget for the City Facilities Internal Service Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the City Facilities Internal Service Fund be increased from $21,786,396 to $31,786,396; and

BE IT FURTHER RESOLVED that additional expenditures totaling $10,000,000 as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2011
BUDGET AUGMENTATION
CITY FACILITIES INTERNAL SERVICE FUND

	Current Budget	Adjustment	Amended Budget
Operating Expenditures:			
General Government	$ 21,483,380	$	$ 21,483,380
Transfers Out	303,016	10,000,000	10,303,016
	$ 21,786,396	$ 10,000,000	$ 31,786,396

The increase in appropriation for Transfers Out does not cause a deficit in the equity balance of this Fund

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-50-2012 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2012 Cemetery Operations Permanent Fund (PF) in the amount of $75,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $75,000
Funding Source: Cemetery Operations PF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2012 Cemetery Operations PF in the amount of $75,000.

RECOMMENDATION:
Staff recommends approval of the augmentation.

BACKUP DOCUMENTATION:
1. Resolution R-50-2012
2. Exhibit A - Augmentation

RESOLUTION NO. R-50-2012

RESOLUTION TO AUGMENT THE FISCAL YEAR 2012 CEMETERY OPERATIONS PERMANENT FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the Cemetery Operations Permanent Fund are now determined to be $2,043,209 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance in excess of the Fiscal Year 2012 Cemetery Operations Permanent Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations for expenditures unplanned in the original budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 2012, that the Fiscal Year 2012 Budget for the Cemetery Operations Permanent Fund be increased from $1,968,209 to $2,043,209; and

BE IT FURTHER RESOLVED that additional expenditures totaling $75,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this _____day of_____, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-12

Exhibit A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION
CEMETERY OPERATIONS PERMANENT FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Charges for Serivces	$ 35,000	$	$ 35,000
Miscellaneous	122,466		122,466
Beginning Fund Balance	1,810,743	75,000	1,885,743
TOTAL RESOURCES	$ 1,968,209	$ 75,000	$ 2,043,209
EXPENDITURES			
Health	$ 120,000	$ 75,000	$ 195,000
Ending Fund Balance	1,848,209		1,848,209
TOTAL	$ 1,968,209	$ 75,000	$ 2,043,209

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
RESOLUTIONS:

R-51-2012 - For possible action to approve a Resolution regarding the rental license agreement form to be utilized for the rental of certain facilities at City Hall located at 495 South Main Street, Las Vegas, Nevada, authorizing the City Manager to waive certain fees and further authorizing the City Manager to execute rental license agreement as required - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City Hall building was designed to be an open space for Las Vegas residents and visitors to meet and discuss issues related to improving the quality of life for all residents in Las Vegas. As such, a rental agreement and policies for renting certain facilities at City Hall have been created. Furthermore, some organizations may qualify for fee waivers and this resolution provides authority for the City Manager, or designee, to approve fee waivers.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-51-2012
2. City Hall Rental Agreement

RESOLUTION NO. R-51-2012

RESOLUTION APPROVING THE FORM OF THE RENTAL LICENSE AGREEMENT FOR THE RENTAL OF CERTAIN FACILITIES AT CITY HALL LOCATED AT 495 S. MAIN STREET, LAS VEGAS, NEVADA, AUTHORIZING THE CITY MANAGER TO WAIVE CERTAIN FEES AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE RENTAL LICENSE AGREEMENT AS REQUIRED

WHEREAS, the City of Las Vegas ("City") is conducting business at the New City Hall located at 495 S. Main St., Las Vegas, Nevada ("City Hall); and

WHEREAS, City Hall includes, among other facilities, certain facilities which are suitable for rental to the public; and

WHEREAS, the City desires to rent certain facilities, specifically, the Council Chambers, Employee Lounge, Outdoor Plaza and Training Rooms ("City Hall Facilities"), subject to terms and conditions which are in the best interests of the City; and

WHEREAS, the rental of these City Hall Facilities will be governed by the City Hall Facilities Rental Policy, as amended, and the execution of the City Hall Rental License Agreement with the Licensee.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City, that the form of the Rental License Agreement between the City and the licensees of the City Hall Facilities is hereby approved; and

RESOLVED FURTHER, that the City Manager, or designee, is hereby authorized and directed to execute the Rental License Agreements as required for and on behalf of the City if the value of the Rental Fee is less than fifty thousand dollars ($50,000), and to execute any and all additional documents and to perform any additional acts necessary to carry out the intent and purpose of the Rental License Agreement; and

RESOLVED FURTHER, that if the value of any Rental License Agreement exceeds fifty thousand dollars ($50,000), said Agreement shall be considered for approval by the City Council at a duly authorized meeting of the City; and

RESOLVED FURTHER, that the City Manager, or designee, is hereby authorized to waive any Rental License Fee, up to seven thousand five hundred dollars ($7,500) provided that such waiver be in compliance with Service Fee Waiver Policy (CM400) issued by the City, as amended; and

RESOLVED FURTHER, that the City Manager or designee shall submit a quarterly report to the City Council commencing on July 15, 2012.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of June, 2012.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

D. Sanchez 6/6/12
Date

SPECIAL EVENT LICENSING AND RENTAL AGREEMENT
FOR THE USE OF THE CITY HALL COMPLEX

THIS SPECIAL EVENT LICENSING AND RENTAL AGREEMENT FOR THE USE OF CITY HALL ("Agreement") is made and entered into this _____ day of _____, 20___, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, and _____ (the "Licensee"), _____ [INCLUDE TYPE OF LEGAL ENTITY AND STATE OF CREATION][IF THE LICENSEE IS AN INDIVIDUAL, THEN STATE "IN HIS INDIVIDUAL CAPACITY"].

RECITALS

WHEREAS, the City is the owner of the real property and building thereon located at 495 South Main Street, Las Vegas, Nevada, which is commonly known and referred to as the "City Hall Complex"; and

WHEREAS, Licensee desires to license the use of that certain portion or portions of the building (the "City Hall Building"), and/or that portion of the premises outside of the City Hall Building, which comprise the City Hall Complex for the upcoming event described below which will be held by the Licensee; and

WHEREAS, the parties hereto desire to enter into this Agreement authorizing use of the City Hall Building and, if applicable, the outside area adjacent thereto, for the upcoming event subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. GRANT OF LICENSE AND RIGHT TO SUBLICENSE. The City does hereby license to Licensee, and Licensee does hereby license from the City, the use of that area or areas within the City Hall Building, and/or that portion of the premises outside the City Hall Building, which are specifically identified in Section 2 below (the "Site"). The actual location of the area or areas within the City Hall Building and, if applicable, the outside premises, which comprise the Site licensed for use by the License pursuant to this Agreement, is described and depicted in the City Hall Policy.

The Site is licensed solely for the purposes of the Event described in Section 2 below. As condition to the issuance of license for use of the Site, the Licensee agrees to comply with all of the requirements set forth in the City Hall Rental Policy, which is incorporated herein as a part of this Agreement. Licensee hereby acknowledges receipt of a copy of the City Hall Rental Policy prior to the execution of this Agreement.

☐ **IF THE INTRODUCTORY BOX TO THIS PARAGRAPH IS APPROPRIATELY CHECKED**, then in addition to the license granted herein, the City hereby grants to the Licensee the right to sublicense the use of the Site to such vendors, concessionaires, entertainers exhibitors or other entities (the "Sub-Licensees"), which are necessary or desirable to hold the Event, provided the City has approved the Sub-licensee for the Event. The Licensee shall provide to the City the name each the Sub-Licensee and such other information as may be required no later than 10 days before the Event. The City reserves the right to deny in its sole discretion the approval of any Sub-Licensee for the Event. The Licensee may not sub-license the Site, or any portion thereof, to another overall producer or promoter without the written consent of the City.

2. LICENSED SITE, RENTAL FEE AND ESTIMATED REIMBURSABLE COST. For purposes of this Agreement, the Site consists of the interior and/or exterior areas located within the City Hall Complex if the box has been appropriately checked below. The actual interior and/or exterior location within the City Hall Complex which is the subject of this Agreement is described in the City Hall Rental Policy.

☐ **IF APPROPRIATELY CHECKED IN THE CORRESPONDING BOX**, the Site licensed herein, and the Rental Fee to be charged in connection therewith, will consist of the following:

A. CITY HALL AND OUTSIDE PLAZA	**Min. Daily Rental Fee**
☐ 1. Outside Plaza (approximately 7,250 sq. ft)	$ 150.00
☐ 2. Outside Plaza & Lobby (approximately 16,370 sq. ft)	$ 250.00
☐ 3. Lobby Only (approximately 2,730 sq. ft)	$ 200.00
☐ 4. Outside Patio-2nd Floor (approximately 8, 800 sq. ft)	$ 550.00
☐ 5. Cafeteria-2nd Floor (approximately 3,170 sq. ft).	$ 250.00
☐ 6. City Hall Chambers-2nd Floor (capacity: 500) 438 fixed audience seats + 8 wheel chair spaces + 12 seats at the back corner tables.	$1,500.00

B. TRAINING ROOMS	**Min. Daily Rental Fee**
☐ Achievement Training Room-1st Floor (approximately 990 sq. ft)	$ 200.00
☐ Creativity Training Room-1st Floor (approximately 720 sq. ft)	$ 200.00
☐ Teamwork Training Room-1st Floor (approximately 932 sq. ft)	$ 200.00
☐ Integrity Training Room-1st Floor (approximately 870 sq. ft)	$ 200.00
☐ Ownership Training Room-1st Floor (approximately 870 sq. ft)	$ 200.00

TOTAL RENTAL FEE $ _____

3. EVENT DESCRIPTION. The Licensee agrees that the Site will be used solely for the purpose of the following described event: _____ (the "Event").

4. EVENT DATE. The Event will be held on the following date(s): _____.

5. LICENSE TERM. This Agreement will commence as the date set forth above (which date will be the date of execution by the City) and will terminate on _____ (the "License Term"). The License's right to use the Site shall terminate with expiration of the License Term. Any need to set-up, tear down and remove any equipment or other items of personal property shall be completed prior to the expiration of the License Term.

6. RENTAL FEE AND REIMBURSEABLE COSTS. As consideration for the license granted herein to use the Site for the Event, Licensee agrees to pay the Rental Fee set forth in Section 2 above, which has been determined by the City in accordance with the City Hall Rental Policy previously provided to the Licensee.

☐ **IF THE INTRODUCTORY BOX TO THIS PARAGRAPH IS APPROPRIATELY CHECKED**, then in addition to the payment of the Rental Fee, if so determined to be appropriate by the City because of the nature of the Event and proposed use of the Site, the City may require the Licensee to pay for certain costs in the amount of $_____ (the "Estimated Reimbursable Costs"), which the City anticipates that it will incur prior to the Event. Subsequent to completion of the Event, the Estimated Reimbursable Costs paid to the City will be subject to reconciliation and settlement as set forth in Section 7 below.

The Rental Fee and the Estimated Reimbursable Costs must be paid by check, made payable to City of Las Vegas, on or before _____(which date is approximately 8 weeks before the Event). If the payment is not received in full by this deadline, Licensee will be denied use of the Site.

7. SECURITY DEPOSITS. In addition to payment of the estimated rental fee and the estimated reimbursable costs set forth in Section 5 above, Licensee also agrees, if appropriately checked, to pay the amount of the following refundable deposits:

a.	Damage and Reimbursable Cost Deposit:	$ 1,000.00
b.	Cleaning Deposit:	$ 500.00
	TOTAL DEPOSIT (collectively the "Security Deposit")	**$ 1,500.00**

The Security Deposit required herein has been determined by the City in accordance with the City Hall Rental Policy. The Security Deposit secures reimbursement of the City for (i) any deficiency determined pursuant to Section 7 below concerning reimbursable costs incurred by the City, (ii) the out of pocket expenses made by the City on behalf of the Licensee for the Event, (iii) the costs of clean-up in the event that the Licensee fails to return the Site to its original condition (reasonable wear and tear excepted) after the Event, or (iii) any damages inflicted on or to the Site as a result of the Event. If the any of the deposits identified as a, b, or c above is insufficient to cover the costs incurred by the City associated with that the deposit, the City may deducted the deficiency from the other deposits.

The Security Deposit is to be paid by check, issued in the name of the "City of Las Vegas", which is payable at the same time as the Rental Fee and the Estimated Reimbursable Costs are due the City as set forth in Section 6 above, unless a different date is otherwise agreed to by the City.

8. SETTLEMENT OF ACTUAL AND ESTIMATED REIMBURSABLE COSTS. A final determination of the actual reimbursable costs incurred by the City shall be made no later than three (3) weeks following completion of the Event. The actual reimbursable costs will be determined in accordance with the City Hall Rental Policy. If the Estimated Reimbursable Costs previously paid to the City pursuant to Section 7 above exceeds the total amount of the actual reimbursable costs incurred by the City for the Event, then any overcharge in will be refunded to the Licensee. If the actual reimbursable costs incurred by the City exceed the previously paid Estimated Reimbursable Costs, then the deficiency will be deducted from the Security Deposit. If the Security Deposit is not sufficient to cover the aforementioned deficiency, Licensee agrees to remit payment of the deficiency within 5 days of receipt of an invoice from the City.

9. RIGHT OF TERMINATION. The City shall have the right, at its option, to terminate this Agreement, and the license granted hereunder, if the Licensee fails to perform its obligations, or fails to comply with the terms and requirements imposed under this Agreement. In the event of such failure, the City may reenter and retake possession of the Site, remove all persons therefrom, and seek any legal proceeding, if necessary, to obtain such possession. Any cost incurred by the City in recovering possession of the Site, including reasonable attorney fees and court costs, shall be paid by the Licensee.

10. CANCELLATION BY LICENSEE. If the Licensee desires to cancel this Agreement, and written notification is given to the City pursuant to Section 29 below, the Licensee shall be entitled to return of the previously paid Security Deposit, and the previously paid Estimated Reimbursable Costs after deducting any actual reimbursable costs incurred by the City.

The return of the previously paid Renal Fee shall be prorated as follows:

a. If the cancellation is more than 60 days before the Event, and not more than four (4) weeks after the execution date of this Agreement, the Licensee shall receive a 100% refund of the Rental Fee

b. If the cancellation is within the period of 60 to 31 days before the Event, Licensee shall receive a 75% refund of the previously paid Estimated rental fee.

c. If the cancellation is within the period of 30 to 15 days before the Event, Licensee shall receive a 50% refund of the Rental Fee.

d. If the cancellation is within the period of 14 days or less before the Event, Licensee shall not receive any refund of the Rental Fee.

If the Licensee has not previously paid the Estimated Reimbursable Costs to the City, then such actually incurred costs and any damages suffered by the City as a result of the cancellation shall be deducted from the Security Deposit, and the balance remaining thereafter, if any, refunded to the Licensee.

11. FORCE MAJEURE. Neither the City nor the Licensee shall be liable for failure to comply with the provisions of this Agreement is such failure is caused or due to the acts or regulations of public authorities, labor difficulties, civic tumult, strike, epidemic, acts of God, or any cause beyond the control of the City or the Licensee.

12. TERMINATION. The City may terminate this Agreement if the Licensee fails to perform any of its obligations under this Agreement. Upon termination of this Agreement for whatever reason, Licensee agrees to promptly remove, at Licensee's expense, all of its property from the Site within 24 hours and to forfeit all advance payments made to the City for use of the Site.

13. CITY HALL POLICY. The Licensee agrees to observe and abide by all of the requirements set forth in the City Hall Policy concerning use of the Site, including, without limitation, the prohibition of smoking anywhere on or within the City Hall Complex. The City reserves the right to delay or cancel the Event if the Licensee has not complied with all of the requirements set forth therein.

14. EVENT SECURITY. The Licensee is responsible for complete security of the Site. All security arrangements are subject to approval by the City and the Deputy City Marshals Unit of the Department of Detention and Enforcement. No later than 21 days prior to the date of the Event, the City and the Licensee will meet to discuss the security requirements for the Event. As a result to that meeting, the City will determine whether the security will be provided an independent security company or by the Deputy City Field Marshals Unit of the City. If the security is to be provided by the Deputy City Field Marshals Unit, a cost estimate for such security will be provided to the Licensee, which shall be paid to the City within five (5) days of the receipt thereof. If the security is to be provided by an independent security company, the Licensee will be responsible for contracting for the services of such company.

The number of required security personnel will be determined by the City based on the anticipated attendance at the Event. The Licensee will be responsible for the conduct of all persons allowed entrance into the Event.

15. INSURANCE.

a. No later than 21 days prior to the Event, Licensee agrees to obtain and furnish to the City as a condition precedent to any entry onto the Site, a certificate showing that there is in effect a policy of Comprehensive General Liability Insurance, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. This coverage should include products and completed operations, include coverage for liquor sales, if applicable, broad form property damage coverage and broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis.

   The City, its officers, employees and agents shall be named as additional insured parties under such General Liability Policy and such notation shall appear on the certificate of insurance furnished by the Licensee's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Licensee, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires that the insurance company issuing the policies required herein have and maintain a Best's Key rating of A VII or higher. The certificate of insurance evidencing the coverage required herein shall indicate that the insurance company or the Licensee cannot cancel the insurance without at least 30 days prior written notice to the City. Any language to the effect that the insurance company or surety company will "endeavor to inform" the City of cancellation or material change in coverage must be stricken from the certificate of insurance.

b. The parties agree that the amount of coverage for the policies of insurance required herein in no way limit the liability of the Licensee. The insurance required herein shall provide coverage for the full period of the Licensee's use and possession of the Site.

c. The Comprehensive General Liability Policy shall have a waiver of subrogation endorsement relieving the City from any and all liability to Licensee as a result any direct or imputed act by the City.

d. The Licensee shall be responsible for and insure against bodily injury and property damage caused by the acts or omissions of the Licensee and its Sub-Licensees, and their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Licensee will not do, or permit to be done, anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site.

e. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed $10,000 without the prior written approval of the City.

16. INDEMNIFICATION. The Licensee agrees to defend, indemnify and hold the City, its officers and employees (the "Indemnified Parties") harmless from any and all liability, claims, demands, damages, losses, judgments, costs, fines, penalties, interest or expenses including, without limitation, reasonable attorney fees and court costs (collectively the "Claims"), for (i) any injury or wrongful death to any person (including, without limitation, any attendees at the Event) or damage to any property resulting from or arising out of the Event, (ii) any use of the Site by the Licensee, or (iii) any material breach by the Licensee of the provisions of this Agreement. For each and every claim brought against the Indemnified Parties, or any of them, the Indemnified Parties shall promptly notify the Licensee in writing, and the Licensee shall immediately assume the defense or payment of such Claims, with counsel reasonably satisfactory to the Indemnified Parties. In the event that the Licensee fails to provide such defense, the Indemnified Parties, and each of them, shall have the right, but not the obligation, to defend against the Claims, and to charge the cost thereof to the Licensee.

17. SITE INSPECTION. The City and Licensee shall jointly inspect the Site prior to installation of any temporary improvements to determine and document its current condition, and to determine the existence with any hazards that need to be avoided for the uses contemplated by Licensee. Licensee accepts the Site in an "as is" condition. Subsequent

to the Event, the City and Licensee shall jointly inspect the Site during move-out to determine whether any changes have occurred in the condition of the Site, which is directly attributable to Licensee's occupancy and use thereof, and to document any cleanup or other restoration of the Site that may be required of Licensee.

18. SITE IMPROVEMENTS. No Site work or temporary improvements shall be performed to the Site without prior consent of the City. Licensee specifically agrees not to nail, tape, screw anything into the floors or wall of the City Hall Building.

19. CARE OF SITE. Licensee, at its own expense, shall at all times keep the Site safe, sanitary and free from an unsightly condition and shall return the Site to the City upon the expiration or termination of this Agreement in a clean condition, with includes the removal all trash and debris, and the removal of all rental furniture equipment, food and beverages. Licensee agrees and covenants to return the Site to the City without any liens or claims recorded against the Site. In the event the Licensee fails to perform the requirements of this Section, the City may do all things necessary to restore the Site to the condition required herein, charging the actual cost thereof to Licensee. The City may, in conjunction with routine maintenance duties, provide daily cleaning support in the form of trash pickup and street sweeping activities at the Site and surrounding areas. The level of this support is at the sole discretion of the City.

20. EXPIRATION OF LICENSE TERM. Prior to the expiration of the License Term hereinabove set forth, the Licensee shall vacate the Site, leaving it in as good condition and repair as before the Licensee's use thereof and shall have performed prior to such vacation the permanent dust treatment required under Section 9 to the satisfaction of the City. In the event the Licensee holds over and fails to surrender possession of the Site at the time herein agreed, then and in that event, the Licensee agrees to pay the City for the hold-over period the amount of $50.00 per day or any part of a day, and the same does not preclude the City from collecting other damages in the event damages do occur as a result of such hold-over. If the Licensee vacates the Site prior to the expiration of the contracted time of occupancy, the City will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

21. PROPERTY LEFT ON SITE. The Licensee shall remove from the Site on or before the termination of occupancy herein, all temporary structures, and all personal property, goods, and effects belonging to Licensee, or otherwise brought upon the Site for purposes of the Event by the Sub-licensees. If any such personal property is not removed at the above stated time, the City shall have the right to dispose of any such property, for which the Licensee agrees to pay a reasonable fee and all expenses incurred by the City. The City shall be held harmless from any claim of lost property or property left on the Site.

22. SUB-LICENSES. The Licensee shall obtain, and cause each of the Sub-licensees to obtain, the permits or licenses required by laws, ordinances, rules and regulations mentioned herein, and shall not allow anything on the Site during the License Term in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Licensee is called to any such violation on the part of the Licensee or of any person employed by or admitted to the Site by the Licensee, the Licensee will immediately desist from and correct, or cause to be corrected, such violation. The Licensee shall ensure that the Sub-licensees comply with all laws, rules and regulations related to booth installation and dismantling, business licensing and health regulations.

The Licensee shall require and obtain from each of the Sub-licensees a commercial general insurance policy in the minimum amount of One Million Dollars ($1,000,000) combined single limit.

23. COMPLIANCE WITH LAWS. The Licensee shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department. As a means of convenience, the Fire Prevention and Life Safety Planning For Venue is attached hereto as Exhibit B and incorporated herein as a part of this Agreement, which sets forth some of the fire prevention requirements to be followed by the License, and any Sub-licensee using the Site. The Licensee will not suffer or permit any activity on the Site in violation of such laws, ordinances, rules, regulations, policies or other criteria referred to herein. The Licensee shall be responsible to provide readily achievable access to the Event and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act.

24. ENTERTAINMENT. The Licensee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by any of Sub-licensee at the Event. The Licensee agrees to hold harmless the Indemnified Parties and the City against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. The Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

25. PARKING. The Licensee is responsible to provide for adequate parking areas to accommodate the parking needs of the attendees at the Event. The Licensee may make arrangements for use of the City Hall Parking Garage, which is a validation garage, for the Event. The Licensee should contact the City's Parking Director for information regarding the costs associated with the use of the City Hall Parking Garage for the Event.

26. ACCESS TO SITE. Licensee agrees to provide free access to the Site, and any portion thereof, for authorized representatives of the City, including, without limitation, the Deputy City Marshals of the City.

27. OBJECTIONABLE PERSONS. The City reserves the right to eject, or to require the Licensee to eject, any person or persons from the Site which the City has determined, in its sole discretion, to be a risk or threat to the public peace, safety or health. If the City exercises the right of ejection granted herein, the Licensee waives any and all claims for damages against the City as a result of such ejection.

28. ASSIGNMENT PROHIBITED. Neither this Agreement, nor any of the rights granted herein unless as otherwise provided in this Agreement, may be assigned by the Licensee without the written consent of the City.

29. LEGAL NOTICES. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, traceable courier, facsimile with confirmation of transmission, or U.S. mail via certified mail-return receipt requested at the following addresses:

If to the City:
City of Las Vegas
Betsy Fretwell
495 South Main
Las Vegas, Nevada 89101

If to the Licensee:
_____

_____

Las Vegas, NV 89____

Fax: 702-_____

An original signed copy via U.S. Mail shall follow facsimile transmission and/or electronic mail, of required notices. The Licensee shall notify the City in writing of any change in the Licensee information stated above.

30. WAIVER. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of the City to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be regarded as a waiver of any other or subsequent breach of this Agreement.

31. AGREEMENT SECTION HEADINGS. The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.

32. INTEGRATION. This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth in the first paragraph above.

CITY OF LAS VEGAS	LICENSEE
By _____	By _____
Date_____	Date _____

CITY OF LAS VEGAS
RENTAL AGREEMENT

Contact information:

Name: _____

Address: _____

City:_____State:_____Zip:_____

Email address:_____

Telephone numbers:

Business: ( )_____-_____

Cellular: ( )_____-_____

Other: ( )_____-_____

Event Information:

Name of Event: _____

Proposed date(s) of Event: _____

Time of Event:_____ Load in: _____

Set-up time: _____ Load out: _____

Space requested: _____

Number of participants:_____

Technical requirements:_____

Microphones:_____

Powerpoint: _____

Podium: _____

Other:_____

Event Description: _____

_____

_____

_____

Commerical: Businesses, professional or any other profit or promotional entity. This also includes weddings, parties and other events.
Non-Profit: Individuals with a private event or party. Must have 501 C-3 in name of Lessee.
Non-Profit organization name:_____
Please attach your non-profit letter

500 S. MAIN STREET - MAIN GARAGE
SPECIAL EVENT PLAN - VALIDATIONS

During a special event at City Hall, the parking division will manage the garage and the validation or payment process to ensure that visitors have ample space to park and do not experience problems with getting into and out of the facility. All visitors to City Hall will receive 2 hours free parking free of charge. Any parking fees over the 2 hours will be the responsibility of either the individual parker or the entity sponsoring the event. Parking staff will work with the event coordinators to identify the best way to ensure all visitors receive the proper validation to exit the garage.

- The most effective way to validate visitors is to set up a validation "station" at the event entrance or registration table.
- Invitations should be sent informing attendees of the parking details (2 hours free or free with validation).
- If needed, parking staff will be on hand to greet visitors as they come into the garage, giving them directions to the event and telling them where to get their parking validated.
- Parking staff will be available at the exit lanes of the garage when the event lets out, assisting customers with getting out of the garage hassle-free. If anyone has not gotten a validation, parking staff will have the ability to process the vehicle out quickly.

Validation Methods

Validations can take the following 3 forms:

- **Validation machine** – this is a machine that is plugged into an outlet and prints a small bar code on the ticket the visitor pulled from the machine on entry to the garage. The bar code tells the system to allow the vehicle out of the garage at no charge, HOWEVER, this method requires that a customer remember to bring their ticket from the garage.
- **Validation coupons** – these coupons are generated in advance by parking division staff. They can be handed out to visitors as they enter or leave an event, HOWEVER, the visitor will need both their validation coupon and the ticket they pulled at entry to exit the garage.

NOTE: The above 2 methods can be used in conjunction with each other, effectively eliminating the problems listed.

- **Web based validation** – someone would log onto the parking system with a username and password, enter the ticket number into the system and authorize a validation. When the system sees that ticket number, it will apply the validation. This method is not recommended for high volume use, and also requires that a customer remember to bring the ticket they pulled upon entry.

RENTAL RATE CHART

Room	Capacity	Commercial	Non-Profit	Alcohol
Council Chambers	458	$1,500	$800	NO
Outside Plaza	100	$150	$75	YES upon approval
Outside Plaza/Lobby	250	$250	$150	Yes upon approval
Lobby only	200	$200	$100	Yes upon approval
Achievement **Room 1**	25 990 sq. ft.	$200	$100	Yes upon approval
Creativity **Room 2**	25 720 sq. ft.	$200	$100	Yes upon approval
Teamwork ***Room 3**	30 932 sq. ft.	$200	$100	Yes upon approval
Integrity ***Room 4**	30 870 sq. ft.	$200	$100	Yes upon approval
Ownership ***Room 5**	30 870 sq. ft.	$200	$100	Yes upon approval
***These three rooms have separation walls and if combined total 2,672 square feet.**				
NOW Cafeteria	125 3,170 sq. ft.	$250	$175	Yes upon approval
Outside Patio	8,800 sq. ft.	$550	$400	Yes upon approval
Note: Staff requirements will be determined once event details have been confirmed. An estimate will be provided to you at that time.				

Room pricing is based on a 10 hour day (7am to 5pm), Monday through Thursday. Pricing for fewer hours, after hours or on weekends will be determined based on your event/meeting needs.

CAFETERIA

- The cafeteria is about 3,170 sq ft total, including catering prep area. The seating area is approximately 1,800 square feet. Assuming table use, the code derived occupant load for the seating area is 120.
- The typical room set up consists of 16 four tops and six two tops and a pub height counter linear counter with eight seats.
- The catering staging area consists of commercial grade appliances: 6 warming ovens, two double wide refrigerators with combination shelves and tray racks, single wide freezer with shelves, four microwaves, scullery and hand sinks, ice maker, auxiliary outlets for portable equipment, 20 lineal feet of stainless steel back counter and 20 feet of granite serving counter.
- The room has a video projector and built in screen and direct access to the outdoor 2nd floor plaza and the pre-function space (Chamber Lobby). There is a service elevator in near proximity to the door to the pre-function space.

CAFETERIA

CAFETERIA

2ND FLOOR PLAZA

Lobby Only

- Includes the first floor main lobby wall to wall excluding the security and information desk for a total of 2,730 sq. ft.

Outside Plaza Area and Lobby

- Includes the outside plaza description as listed above plus the first floor lobby, excluding the security and information desk for a total of 16,370 sq. ft.

Outside Plaza Area

- In front of the building on ground level from public sidewalk to bottom of steps only, is 7,250 sq. ft. If you count the steps and all the way up to the front doors of the building it is total of 14,000 sq. ft. Both of these figures exclude the landscape areas. These are hard surface areas only.

INVOICE

Bill To:	For:

Date:	Description:	Amount:

Please make check payable to:
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

THIS INVOICE IS DUE AND PAYABLE UPON RECEIPT.

Thank you.

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
RESOLUTIONS:

R-52-2012 - For possible action to approve a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Buffalo Drive between Whispering Sands Drive and Racel Street from 25 mph to 35 mph - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The speed limit change on Buffalo Drive between Whispering Sands Drive and Racel Street from 25 mph to 35 mph was previously approved under item #45 at the May 16, 2012 City Council meeting without the Resolution attached. Attached is that Resolution.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-52-2012
2. Map

R E S O L U T I O N
R-52-2012

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

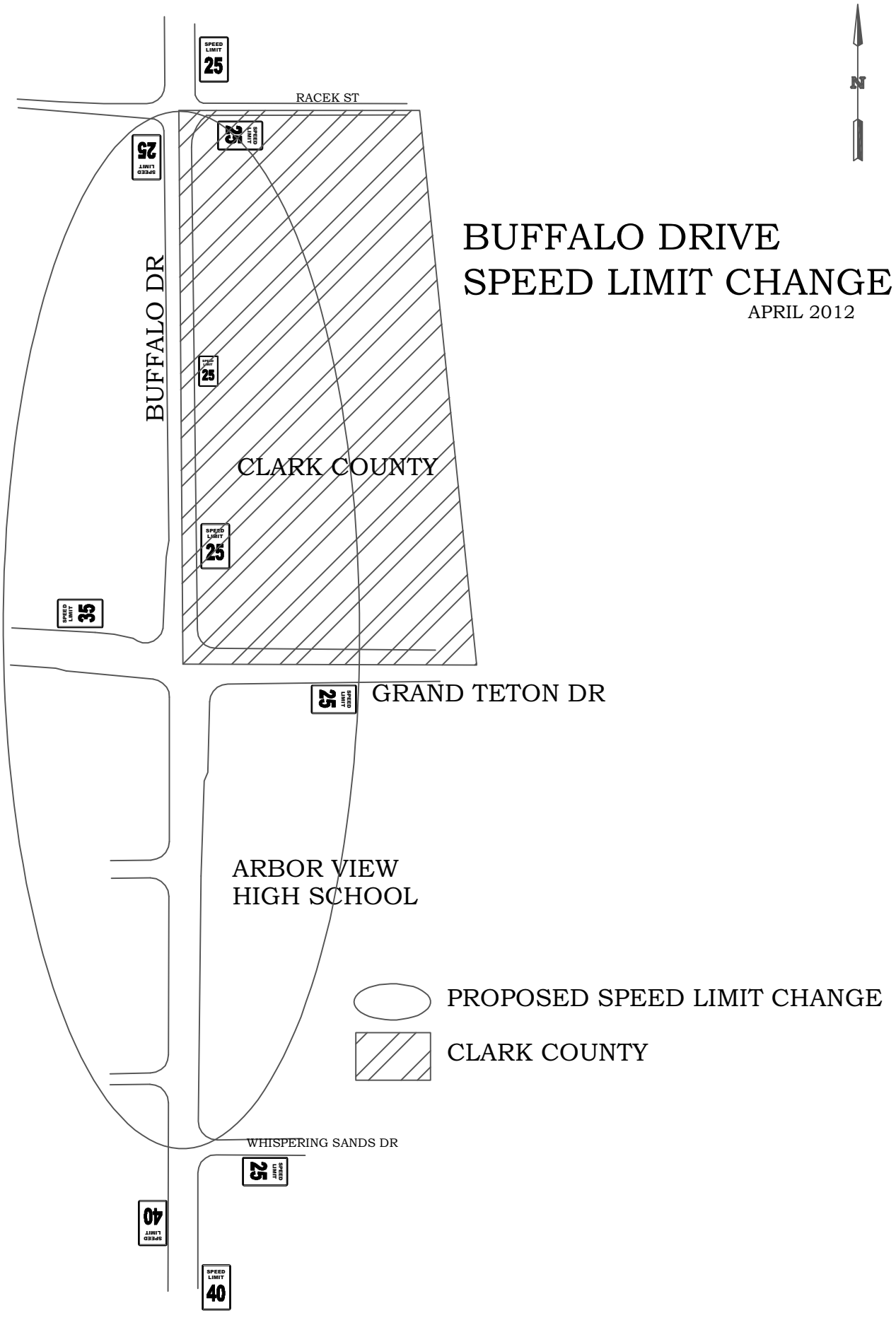
Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO
Buffalo Drive	Whispering Sands Drive	Racel Street

_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



BUFFALO DRIVE
SPEED LIMIT CHANGE

APRIL 2012

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
RESOLUTIONS:

R-53-2012 - For possible action to approve a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Grand Teton Drive between Buffalo Drive and Jones Boulevard from 25 mph to 35 mph - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The speed limit change on Grand Teton Drive between Buffalo Drive and Jones Boulevard from 25 mph to 35 mph was previously approved under Item #46 at the May 16, 2012 City Council meeting without the Resolution attached. Attached is that Resolution.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-53-2012
2. Map

R E S O L U T I O N
R-53-2012

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zones:

STREET	FROM	TO
Grand Teton Drive	Sky Pointe Drive	Buffalo Drive
Grand Teton Drive	Jones Blvd.	Decatur Blvd.

Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO
Grand Teton Drive	Sky Pointe Drive	Decatur Blvd.

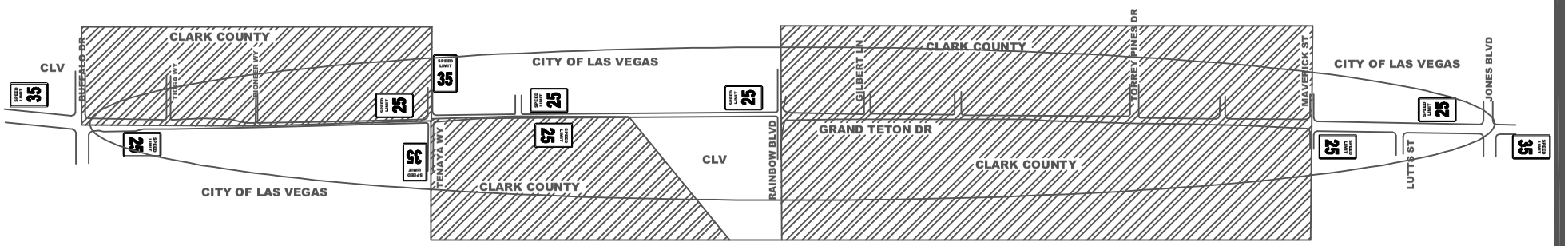
_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

GRAND TETON DRIVE - SPEED LIMIT CHANGE

APRIL 2012



PROPOSED SPEED LIMIT CHANGE

CLARK COUNTY

N

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN, AICP ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-54-2012 - For possible action to approve a Resolution authorizing the donation of City-owned lighting equipment and fixtures to the Miracle League of Las Vegas, a non-profit organization located at 2200 Mesquite Way - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Miracle League Las Vegas is a non-profit organization that privately funded 1.2 million dollars to the construction of a baseball field and play area for children with disabilities. The City is donating lighting for the sports field and play area to enable participants in wheelchairs to participate. The lights that are being donated are at the end of their useful life and are no longer operating in a City park. This Resolution will authorize staff to facilitate an agreement to turn the lights over to Miracle League. Miracle League will in turn use, install and maintain the lighting fixtures. Additionally, Miracle League will make the facility available to the City of Las Vegas for purposes of programming special events on their respective field for our Adaptive Recreation Programs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-54-2012

R-54-2012

RESOLUTION AUTHORIZING THE DONATION OF CITY-OWNED LIGHTING EQUIPMENT AND FIXTURES TO THE MIRACLE LEAGUE OF LAS VEGAS

WHEREAS, the City owns certain lighting equipment and fixtures (the "Equipment"), more particularly described in Exhibit A; and

WHEREAS, the Equipment has reached the end of its useful life; and

WHEREAS, NRS 268.028(2) provides that a city may donate equipment that the governing body determines has reached the end of its useful life to a nonprofit organization created for religious, charitable or educational purposes or to another governmental entity, to be used for any purpose which will provide a substantial benefit to the inhabitants of the city; and

WHEREAS, the Miracle League of Las Vegas (the "Miracle League") is a duly-registered Nevada nonprofit organization created for charitable purposes, including the purpose of providing children with physical and developmental disabilities the opportunity to participate in athletic events; and

WHEREAS, the Miracle League is in need of lighting equipment and fixtures in order to assist its efforts to provide the opportunities described; and

WHEREAS, the City Council desires to donate the Equipment to the Miracle League, with the understanding that the Miracle League will agree to use the Equipment to assist in its activities for the benefit of inhabitants of the City; and

WHEREAS, the Miracle League desires and is willing to accept the Equipment subject to terms and conditions to be reflected in an appropriate donation agreement between the City and the Miracle League.

NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to donate the Equipment to the Miracle League, contingent upon and subject to an executed agreement between the City and the Miracle League reflecting the terms of the donation. The agreement shall include provisions to indicate that:

1. The Equipment will be used at a location and under circumstances that will benefit inhabitants of the City.

2. The Equipment is provided on an as-is basis, with no guarantee, either implied or otherwise, as

to its condition or performance.

3. All costs associated with pickup, transportation, revising, refurbishing, repairing, or rejuvenating the Equipment will be the responsibility of the Miracle League.

4. All design and installation work; lamps, wiring, conductors, and other associated materials necessary or employed to make the Equipment operational; delivery of the Equipment and associated materials; obtaining of permits; and all costs associated therewith will be the responsibility of the Miracle League.

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

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 5-17-12
_____
Date

EXHIBIT A

Equipment List (located at the City's East Service Center at 3104 East Bonanza Road and at the City's West Service Center at 3001 Ronemus Drive)

Set 1

Three (3) used 40' 7-gauge steel sports lighting poles, each with a 12 1/4" diagonal bolt pattern and 1 1/4" slotted holes for mounting to the anchor bolts (bolts not supplied).

Three (3) used sports lighting cross arm mounts, and the associated clamp-on attachment with a variable mounting configuration for installing two (2) 1500 watt fixtures on each cross arm.

Six (6) 1500 watt metal halide fixtures, along with the reflector, housing, junction box, and mounting hardware (including the ballasts and the cable wiring harness from the ballast to the fixture).

Set 2

Three (3) used 18' - 7 Gauge 6" steel area lighting poles, each with a 12" diagonal bolt pattern and slotted holes for mounting to the anchor bolts (bolts not supplied). The poles will be painted brown and are believed to be in a good, serviceable condition.

Six (6) used matching area lighting arms attached to the lighting poles for purposes of installing one (1) square 400 Watt HPS Fixture on each cross arm.

Six (6) Square 400 Watt HPS Fixtures, along with reflector, housing, and mounting hardware.

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action to approve an Interlocal Agreement for Inmate Housing between the Cities of North Las Vegas and Las Vegas - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $6-$7 million in revenue
Funding Source: General Fund
Dept./Division: Detention and Enforcement

PURPOSE/BACKGROUND:
The Cities of Las Vegas and North Las Vegas have been collaboratively working to identify service sharing opportunities since 2010. Staff from the external consulting firm, Management Partners, was hired to identify and evaluate such opportunities within the report, delivered to both City Council bodies during a joint meeting in February of 2011. Jail support services was identified as an area possessing opportunity and further jail operations were recommended for additional study. The purpose of this agreement is to provide North Las Vegas with certain detention services at the Detention Center for pretrial detainees and sentenced misdemeanants in the custody of North Las Vegas.

RECOMMENDATION:
Approve

BACKUP DOCUMENTATION:
Interlocal Agreement for Inmate Housing

INTERLOCAL AGREEMENT FOR INMATE HOUSING

This Interlocal Agreement for Inmate Housing ("Agreement"), made and entered into this day of _____, 2012, by and between the City of North Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as 'North Las Vegas" and the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as "Las Vegas."

WHEREAS, due to a severe and continuing economic downturn affecting Southern Nevada, North Las Vegas will be restructuring its corrections operations, closing its North Las Vegas Detention Center and is in need of detention facilities for its inmate population; and

WHEREAS, as part of a regional effort to assist North Las Vegas with housing its inmate population and facilitate North Las Vegas with cost savings, Las Vegas is willing and able to provide detention services to North Las Vegas at its detention center facility located at 3200 Stewart Avenue, Las Vegas, Nevada 89101 (the "Las Vegas Detention Center") that will also provide compensation to Las Vegas for unused space; and

WHEREAS, Las Vegas and North Las Vegas desire the Nevada Legislature to find a distribution formula or methodology for the consolidated tax distribution that will be fair to both Las Vegas and North Las Vegas; and

WHEREAS, Las Vegas and North Las Vegas agree to collaboratively work in good faith with the Sheriff of the Las Vegas Metropolitan Police Department and all Southern Nevada local government entities to evaluate the issues with the corrections systems and services in Southern Nevada; and

WHEREAS, it is the desire of North Las Vegas and Las Vegas that this Agreement be entered into in accordance with NRS 277.180.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants, the parties agree as follows:

1. SCOPE OF AGREEMENT

The purpose of this Agreement is to provide North Las Vegas with certain detention services at the Detention Center for pretrial detainees and sentenced misdemeanants in the custody of North Las Vegas (the "North Las Vegas Inmates"). Las Vegas and North Las Vegas acknowledge that by entering into this Agreement, Las Vegas is both benefitting from utilizing unused space and assisting North Las Vegas to address current financial constraints with its corrections operations, and each party agrees in good faith to collaboratively work and cooperate with the other to have the Nevada Legislature create a fair formula or methodology for the distribution of consolidated tax distribution to eligible entities within the State.

2. GENERAL DUTIES OF THE PARTIES

A. Las Vegas agrees to provide certain detention and security services at the Las Vegas Detention Center for the North Las Vegas Inmates, in accordance with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements or any court order that may subsequently become applicable to the operation of the Las Vegas Detention Center, including, without limitation, all of the following:

1. Las Vegas shall provide all services to book all North Las Vegas Inmates into custody, secure their property and provide any necessary documentation. Las Vegas shall use its best efforts to conclude the booking process within thirty minutes of completion and submittal of the declaration of arrest of an inmate by the North Las Vegas Police Department. During the term of this Agreement, the number of male inmates shall not exceed two hundred and forty (240) and the number of female inmates shall not exceed seventy-five (75).

a. In the event the number of total inmates to be housed at the Las Vegas Detention Center exceeds the number of inmates allowed by law, court order or as reasonably determined by the inmate population policy of Las Vegas, Las Vegas Inmates shall have priority over the North Las Vegas Inmates for custody and detention services at the Las Vegas Detention Center. Las Vegas and North Las Vegas agree to cooperate in good faith to seek detention services at an alternative location for the North Las Vegas Inmates. To the extent Las Vegas decreases the detention services provided to North Las Vegas, North Las Vegas shall be entitled to a proportionate decrease in the payment to Las Vegas for the facilities and services, as determined by a mutual agreement of the parties.

2. After booking, all female inmates from North Las Vegas shall be under the secure custody, care and safekeeping of Las Vegas until release.

3. After booking, all male inmates from North Las Vegas shall be under the secure custody, care and safekeeping of North Las Vegas in a certain designated portion of the Las Vegas Detention Center, as described in detail below.

4. Las Vegas shall provide all meals for the North Las Vegas Inmates in accordance with the customary procedure of the Las Vegas Detention Center and all applicable legal requirements.

5. Las Vegas shall provide all clothing and clean linens for the North Las Vegas Inmates in accordance with the customary procedure of the Las Vegas Detention Center and all applicable legal requirements.

6. Las Vegas agrees to provide the North Las Vegas Inmates with health care conforming with all legal requirements and customary industry standards and at least equivalent to the usual and customary health care provided to other inmates at the Las Vegas Detention Center. These health care services may be administered by a third party medical provider.

7. North Las Vegas shall be responsible for the costs of any medical care administered to a North Las Vegas Inmate outside of the Las Vegas Detention Center in conformance with NRS 211.140. Las Vegas agrees to immediately notify North Las Vegas if any North Las Vegas Inmate requires the removal of the North Las Vegas Inmate from the Las Vegas Detention Center. If a North Las Vegas Inmate must be taken off premises to receive medical treatment, North Las Vegas will provide transportation to and from the treatment site, unless the medical condition of the North Las Vegas Inmate necessitates ambulance transport, as well as security personnel to guard the inmate during the medical treatment. Further, if medical treatment requires admission of a North Las Vegas Inmate into a hospital, North Las Vegas will provide any security personnel required to guard the inmate during the hospital stay in addition to the transportation back to the Las Vegas Detention Center.

8. Subject to applicable law regarding the confidentiality of medical records, Las Vegas agrees to promptly provide North Las Vegas such medical documentation and other medical information as may be available to evaluate any costs and ensure the health, well-being and care of all North Las Vegas Inmates. North Las Vegas acknowledges that Las Vegas has contracted with a third party medical provider to provide reasonable health care services (medical, dental, administrative and related services) to the inmates at the Las Vegas Detention Center and such third party medical provider maintain the medical records of the inmates.

9. Las Vegas agrees to provide necessary phone and Information Technology support, including, without limitation, making available Las Vegas' Inmate Management System, OFFENDERTRAK, for the use by North Las Vegas.

10. Las Vegas agrees to make three (3) office spaces available for North Las Vegas administrative personnel, sufficient for the operations contemplated hereunder. Office spaces made available to North Las Vegas shall be unfurnished. If North Las Vegas needs additional office space, the parties agree to work together in good faith to provide the necessary space.

11. Las Vegas will give the North Las Vegas Inmates all rights and privileges afforded to any other inmates held at the Las Vegas Detention Center. Las Vegas shall provide parking and visitor access for the North Las Vegas Inmates to the same extent that parking and visitor access for the other inmates at the Las Vegas Detention Center are available.

12. Las Vegas shall provide thirty (30) secure parking spaces located at the north runway parking lot of the Las Vegas Detention Center for North Las Vegas administrative personnel.

B. North Las Vegas will provide certain detention and security services at the Las Vegas Detention Center for the North Las Vegas Inmates, in accordance with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements or any court order that may subsequently become applicable to the operation of the Las Vegas Detention Center, including, without limitation, all of the following:

1. North Las Vegas shall provide all security services for the male inmates that are housed in the designated portions of the Las Vegas Detention Center in conformance with the policies and procedures of the North Las Vegas Detention Center as well as all lawful regulations established by the Las Vegas Jail Director.

2. North Las Vegas shall provide all transportation services to transport North Las Vegas Inmates to Court hearings, for the release of North Las Vegas Inmates or for outside medical services as further set forth in this Section 2. For example, if North Las Vegas Inmates remain in the custody of the Las Vegas Detention Center at the time that they are bound over to District Court, North Las Vegas shall provide transportation of inmates housed under this Agreement for transfer to the Clark County Detention Center.

3. North Las Vegas shall provide classification tasks for all male North Las Vegas Inmates and Las Vegas shall provide classification tasks for all female North Las Vegas Inmates..

C. Each party reserves the right to inspect facility service areas, observe confinement conditions and audit any and all documentation relating to services provided to the North Las Vegas Inmates. Las Vegas and North Las Vegas agree to cooperate and work together in good faith to address any changes to security or confinement conditions, especially with regard to compliance with legal requirements and court orders.

D. Las Vegas and North Las Vegas shall cooperate and do all acts as may be reasonably required or requested by the other with regard to the fulfillment of the transactions contemplated herein, including, without limitation, the negotiation, execution or termination of any documents, agreements, applications or permits.

3. USE OF LAS VEGAS DETENTION CENTER FACILITIES

A. Las Vegas shall permit North Las Vegas to use those certain portions of the Las Vegas Detention Center to house the male North Las Vegas Inmates for general population and inmates requiring isolation, segregation and special needs, as shown on the attached Exhibit "A", which is attached hereto and incorporated by reference (the "Premises").

B. In certain limited circumstances, North Las Vegas may utilize a unit outside of the Premises if deemed necessary for the safety of the male North Las Vegas Inmate, as agreed upon by the parties. In this event, Las Vegas will supervise and secure custody, care and safekeeping of the male North Las Vegas Inmate housed in the unit outside of the Premises.

C. During the term of this Agreement, Las Vegas shall keep the Premises safe and in as good order and repair as the remainder of the Las Vegas Detention Center and as required by all legal requirements or court orders. North Las Vegas shall immediately report any items to be repaired or replaced. Las Vegas shall use its best efforts to diligently repair and replace any damage, within the same timeframes and with the same levels of services as the remainder of the Las Vegas Detention Center. Las Vegas shall be responsible for all costs and expenses for the

portion of the Las Vegas Detention Center used by North Las Vegas, including, without limitation, maintenance, repairs, heating and air conditioning and utilities. Las Vegas shall be able to criminally charge North Las Vegas Inmates for damages to the property or Premises to the extent permissible by law.

D. North Las Vegas shall not make any improvements or changes to the Premises without the prior written consent of Las Vegas.

4. TERM OF CONTRACT

A. The term of this Agreement shall be for a period of five (5) years commencing on July 1, 2012 ("Term"). Either party may terminate this Agreement by providing the other party hereto at least twelve (12) months prior written notice. North Las Vegas and Las Vegas may agree in writing to extend this period for one additional six (6) month period.

B. If the parties determine that it is in their best interests to continue this Agreement at the end of the term, then the parties may mutually agree in writing to extend the term for one (1) additional year renewal terms under the terms and conditions of this Agreement, or as otherwise mutually agreed upon by the parties.

C. Except as set forth in Section 5(D), either party shall have the right to terminate this Agreement in the event of a default and failure to cure by the other party. An event of default shall occur upon the occurrence of any of the following:

a. Nonpayment of any monies due to Las Vegas;

b. Failure to comply with any of the terms, conditions and obligations under this Agreement.

In the event of an occurrence of an event of default, the non-defaulting party shall provide the defaulting party a written notice of default and the right to cure the default within thirty (30) days of receipt of the notice.

If North Las Vegas fails to cure a monetary default within the cure period, Las Vegas shall be entitled to terminate this Agreement by providing North Las Vegas ninety (90) days written notice of termination. In addition, after the cure period has elapsed, North Las Vegas will be assessed a late penalty fee of 5% of the balance owed to Las Vegas (which equates to an average daily interest rate of .014%) for each day that the balance remains outstanding.

Failure to cure a non-monetary default within the cure period shall entitle the non-defaulting party to terminate this Agreement for default by providing the defaulting party with ninety (90) days written notice of termination. Upon the request of the defaulting party, the non-defaulting party may,in its sole discretion, by written notice, extend the termination period for an additional ninety (90) day period.

D. Las Vegas and North Las Vegas acknowledge and agree that the purpose of this Agreement is to facilitate North Las Vegas with restructuring its corrections operations and closing the North Las Vegas Detention Center. Las Vegas has agreed to enter into this Agreement to receive compensation for currently unused space and to assist North Las Vegas to address current financial constraints with its corrections operations by sharing available resources. If during any Nevada Legislative Session, including any special or interim session, during the term of this Agreement, Las Vegas has reasonably determined that North Las Vegas has not collaboratively worked and cooperated in good faith with Las Vegas to have the Nevada Legislature create a fair formula or methodology for the distribution of consolidated tax distribution to eligible entities within the State, Las Vegas shall have the right to terminate this Agreement by providing one hundred twenty (120) days written notice to North Las Vegas.

E. Upon termination of this Agreement with or without cause, except as provided herein, the Parties shall have no further obligations to each other and this Agreement shall be null and void. Any payment obligations of North Las Vegas under this Agreement shall survive and Las Vegas reserves the right to pursue its legal remedies to collect all monies owed to Las Vegas.

5. PAYMENT BY NORTH LAS VEGAS

A. North Las Vegas shall annually pay Las Vegas the sum of Three Million Three Hundred Forty-One Thousand Five Hundred Forty-Two and no/100 Dollars ($3,341,542.00) for the services to be provided at the Las Vegas Detention Center. This sum shall be paid in four quarterly installments in the amount of Eight Hundred Thirty-Five Thousand Three Hundred Eighty Five and 50/100 Dollars ($835,385.50) with the first quarterly payment commencing on July 2, 2012 and quarterly payments continuing each successive first (1st) day of October, January, April and July thereafter of each year during the Term of this Agreement.

B. In addition, North Las Vegas shall also pay Twenty-Five dollars ($25.00) per day for each male North Las Vegas Inmate for costs of medical care, linens, clothing and meals associated with the male North Las Vegas Inmates, including the day of initial booking into the Las Vegas Detention Center and excluding the day of release (the "Incidental Services").

C. North Las Vegas shall pay Las Vegas the sum of one hundred and ten dollars ($110.00) per day for each female North Las Vegas Inmate housed in the Las Vegas Detention Center ("Female Inmate Housing Costs") pursuant to this Agreement, including the day of initial booking in the Las Vegas Detention Center and excluding the day of release. This Female Inmate Housing Costs rate shall increase annually on the anniversary date of this Agreement by ten dollars ($10.00) per year for each subsequent year until the rate of one hundred fifty dollars ($150.00) per day is attained at the fourth anniversary date of this Agreement. This per diem rate shall include any incidental services cost for medical care, linens, clothing and meals associated with the female North Las Vegas Inmates.

D. North Las Vegas agrees to pay Las Vegas the sum of one hundred ten dollars ($110.00) for each North Las Vegas Inmate housed in a unit outside of the Premises utilized by

North Las Vegas ("Non-Premises Inmate Costs"), including any additional North Las Vegas Inmates permitted by Las Vegas over the maximum numbers established in Section 2.A.1 and pursuant to Section 5.B of this Agreement, including the day of initial booking, if applicable, or the day of transfer to a unit outside of the Premises and excluding the day of release. This Non-Premises Inmate Costs rate shall increase annually on the anniversary date of this Agreement by ten dollars ($10.00) per year for each subsequent year until the rate of one hundred fifty dollars ($150.00) is attained at the fourth anniversary date of this Agreement. This per diem rate shall include any incidental services cost for medical care, linens, clothing and meals associated with the male North Las Vegas Inmates housed on the Non-Premises portion of the Las Vegas Detention Center.

E. Las Vegas shall bill North Las Vegas for the Incidental Services, the Female Inmate Housing Costs and the Non-Premises Inmate Costs provided on a monthly basis based on the actual costs incurred by Las Vegas for all North Las Vegas Inmates. Monthly billing shall list each inmate charged to North Las Vegas, the specific dates each inmate was housed in the Las Vegas Detention Center, and total days each inmate is being charged. The bill shall also show the total days to be reimbursed (the sum of all inmates' total days), the rate per day, and the total amount billed.

F. North Las Vegas shall provide Las Vegas payment for each invoice within thirty (30) days after receipt of invoice. If any disputes arise out of the billing process, the undisputed portion of the bill shall be paid as provided in this section pending resolution of the dispute.

G. The fee for Incidental Services shall annually increase beginning July 1, 2013 and thereafter on the first business day of July of each year during the term of this Agreement. The annual increase will be calculated using the Department of Labor's Consumer Price Index for All Urban Consumers, U.S. City Average, not seasonally adjusted, for the preceding year (e.g. the increase which will take effect July 1, 2013 will be calculated using the Department of Labor's Consumer Price Index for All Urban Consumers, U.S. City Average, not seasonally adjusted, from January 1, 2012 through January 1, 2013). The resultant percentage increase shall be multiplied by the current daily rate.

H. If the actual costs of the Incidental Services substantially increases, Las Vegas may request a reasonable adjustment to the fee being paid by North Las Vegas, to be mutually agreed by the parties in writing. If the actual costs of the Incidental Services substantially decreases, Las Vegas will notify North Las Vegas and make the adjustment to the fee as soon as administratively possible.

6. RELEASE OF NORTH LAS VEGAS INMATES

Las Vegas will notify the North Las Vegas when a North Las Vegas Inmate is scheduled to be released. North Las Vegas will transport the North Las Vegas Inmates into the city limits of North Las Vegas for release.

7. INDEMNIFICATION

Subject to any limitation of liability afforded by NRS Chapter 41:

A. North Las Vegas will indemnify and hold Las Vegas harmless against any and all claims, demands, lawsuits for damages, or injunctive relief alleging that a North Las Vegas Inmate held in the Las Vegas Detention Center was unlawfully in the custody of North Las Vegas, any claims arising out of medical care received outside the Las Vegas Detention Center which are the financial responsibility of North Las Vegas, any claim arising out of the transportation provided by North Las Vegas pursuant to this Agreement, and any claims that an inmate should not have been released when such release was authorized by North Las Vegas, and any other claims by an inmate other than those set forth below for which Las Vegas agrees to indemnify North Las Vegas.

B. Las Vegas will indemnify and hold North Las Vegas harmless against any and all claims, demands, and lawsuits for damages, or injunctive relief alleging that the conditions of confinement including, without limitation, medical care at the Las Vegas Detention Center are in violation of an inmate's constitutional rights or alleging the damage or need for injunctive relief arose out of the negligence or willful misconduct of an employee, officer, or agent of Las Vegas other than with respect to items identified in the previous paragraph.

C. Pursuant to NRS 277.035(1)(a), North Las Vegas and Las Vegas shall be deemed, for the limited purpose of the exclusive remedy set forth in NRS 616A.020, to employ jointly a person who (1) is an employee of either North Las Vegas or Las Vegas; and (2) sustains an injury by accident while carrying out the terms of this Agreement.

8. NOTICES

All other notices and invoices shall be made by US mail, postage prepaid, or by hand delivery and directed to the appropriate party as follows:

NORTH LAS VEGAS:	Paul Gillenwater, Detention Administrator North Las Vegas Police Department 1301 Bruce Street North Las Vegas, Nevada 89030
LAS VEGAS:	Michele Freeman, Chief of Detention City of Las Vegas Detention and Enforcement 3300 E. Stewart Avenue Las Vegas, Nevada 89101

If the contact points identified in this section change, written notification shall be provided.

9. NO INTENT TO BENEFIT NON-PARTIES

The covenants contained herein are for the sole benefit of the parties hereto and neither party to this Agreement intends to benefit any person who is not specifically named as a party herein, or to assume any specific duty to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

10. INTERPRETATION, MODIFICATION, AND ASSIGNMENT

A. This Agreement shall be interpreted under the laws of the State of Nevada. No modifications, including price adjustments, shall be effective unless in writing and executed by the duly authorized representatives of the parties hereto.

B. The parties hereto acknowledge they have entered into this Agreement based, in part, upon the particular skill, abilities, and reputation of the other party hereto. Accordingly, no rights or responsibilities under this Agreement may be assigned without prior written consent of the other party hereto.

11. NON-WAIVER

The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto or the failure of a party to exercise any right hereunder shall in no way be construed to be a waiver of such provision or right (or of any other provision or right) unless such party expressly waives such provision or right in writing.

12. PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect

13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

14. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

15. CONSTRUCTION

This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

By: _____
BEVERLY K. BRIDGES, City Clerk

APPROVED AS TO FORM:

By: Teresita L. Ponticello 6/6/12
TERESITA L. PONTICELLO,
Chief Deputy City Attorney

DATE: _____

CITY OF NORTH LAS VEGAS

By: _____
SHARI L. BUCK, Mayor

ATTEST:

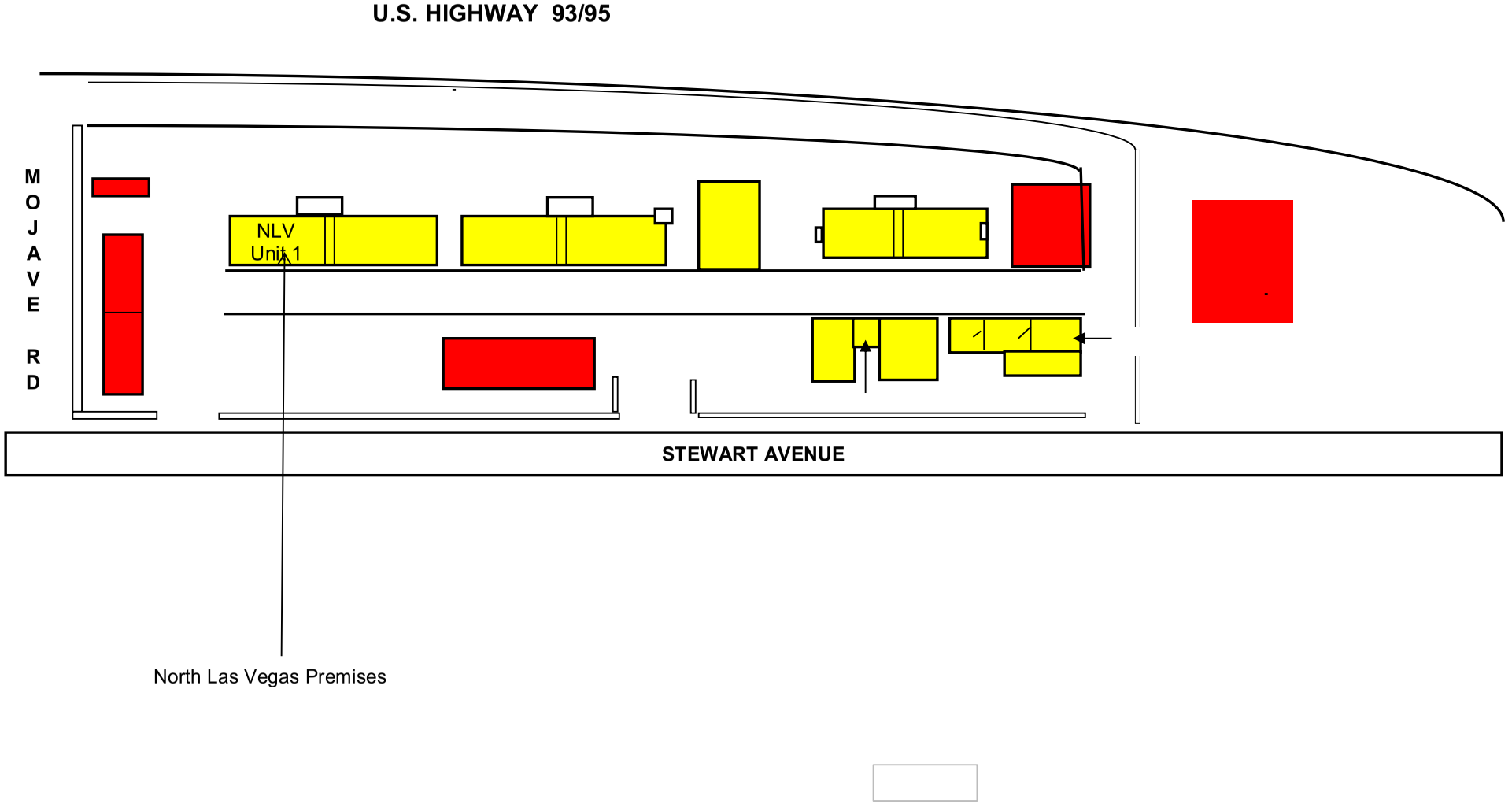
By: _____
KAREN L. STORMS, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
JEFFREY F. BARR,
City Attorney

DATE: _____

"Exhibit A"


U.S. HIGHWAY 93/95
MOJAVE RD
NLV
Unit 1
STEWART AVENUE
North Las Vegas Premises

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the Ninth Amendment to Project Management and Consulting Agreement by and between City Parkway V, Inc., Office District Parking I, Inc., and Newland Real Estate Group, LLC to extend the term of the project management services through March 31, 2013 and reimburse Newland for their third-party expenses for parcels located in Symphony Park at the intersection of Grand Central Parkway and Bonneville Avenue ($928,487.61 - Symphony Park Capital Projects Fund, City Parkway V fund balance) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $928,487.61
Funding Source: Symphony Park Capital Projects Fund, City Parkway V Fund Balance
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
Since December of 2005, the City of Las Vegas through its affiliate companies (City Parkway V, Inc. and Office District Parking I, Inc.) has contracted with Newland Real Estate Group, LLC, to perform project management work related to Symphony Park. This Ninth Amendment extends the term of the agreement through March 31, 2013.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Ninth Amendment to Project Management and Consulting Agreement
2. Symphony Park FY 21013 Operating Costs
3. Disclosure of Principals

NINTH AMENDMENT TO
PROJECT MANAGEMENT AND CONSULTING AGREEMENT

THIS NINTH AMENDMENT TO PROJECT MANAGEMENT AND CONSULTING AGREEMENT ("Ninth Amendment") is entered into to be effective as of July 1, 2012 (the "Effective Date") by and between City Parkway V, Inc., a Nevada non-profit corporation ("City V"), and Office District Parking I, Inc., a Nevada nonprofit corporation ("Office District") (City V and Office District are collectively referred to as, "Owner"), the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City") and Newland Real Estate Group, LLC, a Delaware limited liability company ("Project Manager") formerly known as Newland Communities, LLC. City V, Office District and City are referred to collectively as the "City Parties" or individually as a "City Party" herein. The City Parties and Project Manager are referred to collectively as the "Parties" or individually as a "Party" herein.

RECITALS

A. The City Parties and Project Manager are the current parties to that certain Project Management and Consulting Agreement dated as of December 21, 2005 (the "Original Agreement"), as amended by that certain First Amendment to Project Management and Consulting Agreement (the "First Amendment"), that certain Second Amendment to Project Management and Consulting Agreement (the "Second Amendment"), that certain Third Amendment to Project Management and Consulting Agreement (the "Third Amendment"), those certain letter agreements dated October 12, 2006, September 7, 2007, and October 11, 2007, that certain Fourth Amendment to Project Management and Consulting Agreement dated as of November 7, 2007 (the "Fourth Amendment"), that certain Fifth Amendment to Project Management and Consulting Agreement (the "Fifth Amendment") dated as of June 18, 2008, that certain Sixth Amendment to Project Management and Consulting Agreement (the "Sixth Amendment") dated as of June 17, 2009, that certain Seventh Amendment to Project Management And Consulting Agreement dated as of November 30, 2010, and that certain Eighth Amendment to Project Management and Consulting Agreement dated as of July 1, 2011 (the above referred to herein collectively as the "Agreement.")

B. The City Parties and Project Manager desire to amend the Agreement as set forth below.

C. Capitalized terms used in this Ninth Amendment and not otherwise defined herein shall have the meaning ascribed to such terms as set forth in the Agreement.

TERMS AND CONDITIONS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City Parties and Project Manager hereby agree as follows:

1. Term of Agreement. The Term of the Agreement is hereby extended through and including March 31, 2013.

2. Limited Reimbursement of Certain Project Costs. Effective as of July 1, 2012, City Parties shall pay Project Manager as limited reimbursement by City Parties to Project Manager of those certain Project Costs specified below:

(a) $38,736.12 per month as reimbursement for a portion of the compensation payable to Project Manager's personnel responsible for the day to day oversight and management of the project;

(b) $3,873.61 per month as reimbursement for a portion of Project Manager's Las Vegas office overhead costs;

(c) Project Manager's regional staff rates per month for time directly expended in performance of Project Manager's duties and services pursuant to this Agreement, but not to exceed $9,000.00 for the period July 1, 2012 through March 31, 2013; and

(d) Project Manager's costs for supplies and general office expenses incurred in connection with the performance of Project Manager's duties and services pursuant to this Agreement, but not to exceed $2,250.00 for the period July 1, 2012 through March 31, 2013.

Except in connection with the specific items as set forth above, City Parties shall continue to pay and reimburse Project Manager for all Project Costs as provided in Section 5.6 of the Agreement, including Marketing and Public Relations costs, which shall not exceed $360,000 for the 2013 Fiscal Year.

3. Extension of Term. Within 90 days prior to the expiration of the Term, the City Parties and Project Manager shall meet and confer to discuss a possible extension of the Term. If the Parties are interested in extending the Term, they shall negotiate the terms of such proposed extension of the Term for the 2014 Fiscal Year. If the terms of such proposed extension are acceptable to the Parties, they shall submit an amendment to the Agreement for approval by the Council. If the terms of such proposed extension are not acceptable to the Parties, the Term shall not be extended, and for the balance of the Term, Project Manager shall cooperate and work with City Parties regarding the winding up of Project Manager's services, the transition of management of the Project, and the turnover of Project Documentation and materials, as provided in the Agreement.

4. Additional Scope of Project Manager's Services. In addition to the current services provided by Project Manager under the Agreement, Project Manager shall provide the following additional project management and horizontal construction management services for the 2013 Fiscal Year for no additional fee:

- Coordinate with and assist Owner's Project Representative to oversee the construction of a pedestrian bridge to be erected between Parcel L at Symphony Park and the City Hall Parking Garage located at 500 Main Street;

- Coordinate with and assist Owner's Project Representative to oversee the construction of a surface parking lot to be located on Parcel B at Symphony Park.

5. Interpretation. The provisions of this Ninth Amendment and the Agreement shall be construed in a manner that harmonizes any perceived conflicts where possible. In the event of any conflict or inconsistency between the terms and conditions of this Ninth Amendment and the Agreement, the terms and conditions of this Ninth Amendment shall control.

6. Full Force and Effect. Except to the extent amended by this Ninth Amendment, the Agreement shall remain in full force and effect.

7. Counterparts. This Ninth Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the City Parties and Project Manager have duly executed this Ninth Amendment to be effective as of the date set forth above.

OWNER:

CITY PARKWAY V, INC.
a Nevada non profit corporation

By: _____
Elizabeth N. Fretwell, President

CITY:

CITY OF LAS VEGAS, NEVADA
a political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

OFFICE DISTRICT PARKING I, INC.
a Nevada non profit corporation

By: _____
Elizabeth N. Fretwell, President

APPROVED AS TO FORM:

_____ 6/11/12
Chief Deputy City Attorney

ATTEST:

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

PROJECT MANAGER:

NEWLAND REAL ESTATE GROUP, LLC
a Delaware limited liability company

By: _____
Rita Brandin, Senior Vice-President

SYMPHONY PARK

FY 2013 OPERATING COSTS

6/9/2012

NEWLAND COSTS (July 2012 - March 2013)

Payroll		348,625.10	
Overhead		34,862.51	10%
Regional Support		9,000.00	
Office Supplies		2,250.00	
	TOTAL NEWLAND	394,737.61	
ENGINEERING FOR PHASE IIB INFRASTRUCTURE		50,000.00	Kimley Horn
OTHER CONSULTING FEES		20,000.00	Kubat
MARKETING		360,000.00	(300K new; 60K carry forward)
ONE TIME ADMINISTRATIVE SET-UP FEE		10,000.00	(For transfer of Website, Noteworthy, Database)
MOVING (Files Transfer, etc to City)		5,000.00	Includes moving supplies and movers for close-out
SPMA MAINTENANCE & UTILITIES		60,000.00	(lanscaping and temp parking maintenance)
SPMA COMPLIANCE		25,000.00	Licensing, property tax, insurance
CONTINGENCY		3,750.00	5% (Does not include Newland, Marketing, or SPMA)
	TOTAL	**928,487.61**	

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name Newland Real Estate Group, LLC f/k/a Newland Communities, LLC
Address 9820 Towne Center Drive Suite 100 San Diego, CA 92121
Telephone 858-455-7503
EIN or DUNS 33-0824465

Block 2 **Description**
Subject Matter of Contract/Agreement **Ninth Amendment to Project Management Agreement and associated FY 2013 budgets.** **RFP#**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**Sole Member** American Newland Communities, LP A Delaware Limited Partnership	9820 Towne Centre Drive #100 San Diego, CA 92121	**(858)455-7503**
2.	**General Partner of American Newland Communities, LP:** Newland Associates, Inc., A California corporation	9820 Towne Centre Drive #100 San Diego, CA 92121	**(858)455-7503**
3.	**Limited Partner of American Newland Communities, LP:** Newland Capital Advisors, LLC, a California limited liability company	9820 Towne Centre Drive #100 San Diego, CA 92121	**(858)455-7503**
4.	**Limited Partner of American Newland Communities, LP:** Hunt Newland, L.P., A Delaware limited partnership	9820 Towne Centre Drive #100 San Diego, CA 92121	**(858)455-7503**

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:
_____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

6/11/2012
Date

Subscribed and sworn to before me this 11th day of June, 2012

Notary Public

OFFICIAL SEAL
AMY M. RICHARDSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires May 15, 2013

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Report for possible action regarding development projects currently under contract or negotiation, other projects and to provide an overview of programs and initiatives - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
To update the Las Vegas City Council on projects currently under contract or in negotiation with owners, developers and consultants; to present development projects proposed or under construction within or near the Redevelopment area; to provide an overview of programs and initiatives; and to receive input from the City Council on the status of projects, programs and initiatives as warranted.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding a Memorandum of Understanding (MOU) by and between the Nevada Development Authority (NDA) and the City of Las Vegas to develop a Regional Comprehensive Economic Development Strategy which will create a roadmap to diversify and strengthen the regional economy - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas will act as the project leader to select and administer a contract(s) with a consultant to develop a Regional Comprehensive Economic Development Strategy that will meet the State economic development requirements and will qualify the Southern Nevada region for Federal Economic Development Administration grants and other funding. The contract will have two scopes: (a) an overall regional strategy for Southern Nevada, and (b) a City component reflecting the unique opportunities within the City. The development of a Regional Comprehensive Economic Development Strategy has broad community support including the region's municipalities and Clark County.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of June, 2012, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and NEVADA DEVELOPMENT AUTHORITY, a not-for-profit 501(c)(6) private corporation organized in the State of Nevada ("NDA").

RECITALS

WHEREAS, in June 2011, the Nevada State Legislature and Governor Brian Sandoval approved the passage of Assembly Bill 449 to reorganize, invigorate, and lead economic development in Nevada; and

WHEREAS, in February 2012, the Nevada Governor's Office of Economic Development ("GOED") released a state economic development plan entitled Moving Nevada Forward: A Plan for Excellence in Economic Development, 2012 – 2014 ("State Plan"); and

WHEREAS, the State Plan declares that Nevada's geographic regions are "the hubs" of the state's economy and encourages regional cooperation to promote economic development in Nevada through the designation of regional development authorities and the formation of regional development plans; and

WHEREAS, the City and NDA desire to develop a Southern Nevada Comprehensive Economic Development Strategy ("CEDS") to create a roadmap to diversify and strengthen regional economies; and

WHEREAS, the completion of the CEDS will allow the NDA or its designee to apply for investment assistance under the U.S. Department of Commerce, Economic Development Administration's ("EDA") Public Works and Economic Adjustment Assistance Programs; and

WHEREAS, GOED strongly encourages meeting the federal requirements for a CEDS and will provide matching funds not to exceed a third of the cost of producing the CEDS; and

WHEREAS, the City and NDA desire to enter into this MOU to provide for the development of a CEDS for the Southern Nevada region which will create a strategy that reflects local economic development needs and priorities and recommendations for a regional approach to achieving sustainable economic development and growth.

NOW, THEREFORE, City and NDA agree as follows:

1. TERM

For purposes of determining the effective date of this MOU, the effective date shall be the latter date that this MOU is approved by the Las Vegas City Council of the City and the governing board of the NDA ("Effective Date"). The MOU shall expire twelve (12) months from the Effective Date.

2. SCOPE OF PROJECT

The goal of this MOU is to provide for the development of a CEDS which is the Regional Comprehensive Economic Development Strategy for Southern Nevada that will meet both the State requirement for such, as well as qualify the Southern Nevada region for Federal Economic Development Administration funding ("Project"). The City, working closely with the NDA, shall select and administer a contract(s) with a highly qualified consultant(s) to fulfill development of a CEDS (the "Consultant"). The Consultant will perform certain services as more fully described in the Scope of Work and Deliverables ("Scope") in Exhibit A, attached to this MOU. The Scope includes two components: (a) one for an overall regional strategy for Southern Nevada ("Regional component"), and (b) one for a City element ("City component"). The parties acknowledge that there is a separate City component in the Scope due to the significant investment by the City in the overall Project. The parties further acknowledge that the funding to be provided by the City also gives the Regional component more leverage in obtaining State and Federal funding for the Project.

3. RESPONSIBILITIES OF THE PARTIES

3.1 CITY RESPONSIBILITIES

The City shall represent the overall community interests in Southern Nevada including the City's individual interests in the development of the CEDS. The parties acknowledge that the development of the CEDS shall reflect the unique opportunities within the City in the City component which will be coordinated with the Regional component in the Scope.

The City shall hire a qualified consultant or group of consultants ("Consultant") to prepare the CEDS based on responses to a Request for Proposals ("RFP"). The RFP shall be issued by the City's Purchasing and Contracts Division as more specifically described in Exhibit B. The review of the proposals and recommendation for the selection of the Consultant will be done by a Consultant Selection Committee used by the City. For the Regional component of the

CEDS, the Consultant Selection Committee will include representatives from NDA and the City, and others as deemed necessary for funding representation. .

The City shall provide a Project Manager and Staff to oversee the Consultant's work on the CEDS at no cost to the NDA.

The City shall work with the Consultant to develop a process which provides substantial engagement and input from appropriate members of the NDA and other regional representatives.

The City and Consultant, as directed by the Project Manager, shall provide periodic reports to the NDA on the progress of the Project per the attached Schedule, Exhibit C.

3.2 NDA RESPONSIBILITIES

The NDA may assume responsibility of the Regional component the Consultant's contract for the CEDS Project if it elects to do so under Section 4 below and meets any requirements therein.

The NDA shall identify members or regional representatives to serve on the Consultant Selection Committee.

The NDA shall provide funding and the funding responsibilities and obligations as described in Section 5 below.

4. ASSIGNMENT OF CONSULTING AGREEMENT (S)

The parties acknowledge that at the time of the approval of this MOU, it is anticipated that the NDA will create a separate entity to be the Las Vegas Regional Economic Development Council (the "Council") which will oversee the completion of the CEDS and apply for the investment assistance under EDA. In the event that the Council is created and fully operational prior to the expiration of this MOU, the responsibilities for the Regional component of the CEDS may be transferred from the City to the Council by providing to the City written notice requesting assignment of the Consulting Agreement(s). In such event, the City will continue to maintain its funding obligations of $100,000 which will cover the City's cost of the City component of the CEDS.

5. FUNDING SOURCES

The cost for the creation of the CEDS, including the cost for the consultant(s) hired for the Project, is estimated to be $450,000. The sources of funding are identified in the CEDS Funding Sources attached hereto as Exhibit D.

In accordance with the State Plan, the City, on behalf of the NDA, has requested State funds from GOED to assist with producing the CEDS. In the event the GOED State funds are appropriated, the GOED funds may not exceed a third of the cost of producing the CEDs or up to a maximum of $150,000.

With the exception of the City's funds for the Project, State of Nevada and all remaining sources of funds will be made payable to the NDA. While the City is administering the Project, the City will make payments out of the City's funds for the City's component of the CEDS. The City will invoice the NDA for any expenses related to the Regional component of the CEDS. Should the consultant agreement(s) be transferred and assigned to the NDA, the NDA will invoice the City for any remaining expenses for the City component of the CEDS.

Certain municipal and county members (i.e., Clark County, City of Henderson, City of North Las Vegas) of the NDA have committed to fund the portion of the CEDS covering the Regional component of the Scope. In the event a municipal or County member desire to fund its own component of the CEDS as well as the Regional Component, the sources identified in Exhibit D will be adjusted to provide respective increased funding amounts. Provisions have been made to the Regional component of the Scope to require the selected Consultant to coordinate with these municipal or county members' economic development strategies.

6. SUCCESSORS/ASSIGNMENT

This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this MOU or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

7. NOTICES

All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or

sent by registered or certified mail, postage prepaid, addressed as follows:

If to the City: Elizabeth N. Fretwell
City Manager
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

If to NDA: Glenn C. Christenson
Chairman
Nevada Development Authority
6700 Via Austi Parkway, Suite B
Las Vegas, NV 89119

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

8. SEVERABILITY

If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

9. TIME IS OF THE ESSENCE.

Time is of the essence of this Agreement.

. . .

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. . .

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF the City and the NDA have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS

By:_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

V. Panicello 6/11/12
Date

NEVADA DEVELOPMENT AUTHORITY

By: Glenn C Christenson

Its: CHAIRMAN

EXHIBIT A

SCOPE OF WORK AND DELIVERABLES

A-I General Information

A. Purpose

The City of Las Vegas is seeking the services of a consultant or group of consultants (the "Company") to complete the following:

1. A Comprehensive Economic Development Strategy (CEDS) for the Las Vegas Regional Economic Development Council (LVREDC). The LVREDC CEDS (hereinafter referred to as the "Regional CEDS") will create an economic development roadmap to diversify and strengthen the local economy. It will bring together the public and private sector to establish goals and objectives and serve as a guide for developing and implementing economic development projects, programs and activities. The Regional CEDS shall be developed in accordance with Federal guidelines and meet all of the requirements for a CEDS as defined by the U.S. Department of Commerce, Economic Development Administration 13 C.F.R. part 303.

2. An economic development plan for the City of Las Vegas (hereinafter referred to as the "City Plan") that will build upon the findings of the Regional CEDS. The City Plan will reflect local economic development needs and priorities and recommend an approach to achieving sustainable economic development and growth within the jurisdictional boundaries of the city of Las Vegas.

The following requirements have been developed for the* scope of work for the Regional CEDS and the City Plan, *and are further detailed in Sections A-II, Regional CEDS, and A-III, City Plan, below:

(a) Planning and Organization
(b) Background
(c) Analysis of Economic Development Problems and Opportunities
(d) Goals and Objectives
(e) Community and Private Sector Involvement
(f) Projects, Programs and Activities
(g) Plan of Action
(h) Performance Measures

B. Background

1. Southern Nevada has been hit extremely hard by the Great Recession. In fact, the unemployment rate for the Las Vegas-Paradise-Pahrump, NV Combined Statistical Area for February 2012, was 12.3%, which is 33% higher than the national unemployment rate of 8.3% (source: U.S. Department of Labor, Bureau of Labor Statistics). Property values in Clark County have decreased by 61% since May 2007 (source: Case/Shiller Home Price Index). The assessed property valuation for Clark County has declined by 39% since 2009 (source: Clark County Assessor's Office).
2. For decades, the southern Nevada economy has relied too heavily on consumption based industries which are prone to booms and busts. Far too little has been invested in economic diversification and innovation. Southern Nevada possesses significant fundamental economic assets that can be used to strengthen and grow our economy. It is imperative that we leverage our resources and focus our approach to create a single economic vision. Our region needs to develop specific strategies to promote sector and cluster growth, and diversify our economy through innovation and globalization.
3. In 2011 the Governor of Nevada and the Nevada Legislature passed Assembly Bill 449 to restructure and re-

energize economic development in the State. To further this effort, the public and private sectors partnered to commission SRI International and Brookings Institution to study Nevada's strengths and weaknesses and produce the report, "Unify / Regionalize / Diversify: An Economic Development Agenda for Nevada" (hereinafter referred to as the "Brookings Report"). This report is available for review by Prospective Offerors at:
http://www.diversifynevada.com/images/business/Brookings_SRI_-_Full_report.pdf

4. Building upon the work of SRI International and Brookings Institution, the Governor's Office of Economic Development created the report, "Moving Nevada Forward: A Plan for Excellence in Economic Development 2012-2014" (hereinafter referred to as the "State Plan"). This report is available for review by Prospective Offerors at:
http://www.diversifynevada.com/documents/state_plan/2012_NVGOED_StatePlan_Full.pdf
5. The State Plan outlines the vision for Nevada's economic future. It calls out targeted sectors and specific opportunities where Nevada can capitalize on its assets and areas in which it must improve. It also provides a means for accountability by establishing recognizable and measureable goals.
6. Therefore, the Regional CEDS and the City Plan shall be based primarily on the findings in the Brookings Report and the State Plan. This will ensure that the projects, programs and activities identified within the Regional CEDS and the City Plan are aligned with those of the State of Nevada.

C. Regional Partnership and Coordination

1. The goal of this RFP is to provide for the development of a Regional CEDS that will meet both the State requirement for such, as well as qualify the Southern Nevada region for Federal Economic Development Administration funding.
2. The City of Las Vegas, working closely with the LVREDC, shall select and administer a contract(s) with a highly qualified consultant(s) to fulfill development of such under the Scope of Services as described in this Exhibit A.
3. The City of Las Vegas will initially administer the contract and will eventually transfer that responsibility to the LVREDC.
4. This Scope has two components, one for an overall Regional CEDS, and one for a City Plan.
5. The Regional CEDS is a collaborative effort, in part, on behalf of certain municipalities and government members of the LVREDC. The Company shall review revise and expand on the economic development strategies of the following municipalities to be closely coordinated with final Regional strategy developed under this contract: City of Henderson and City of North Las Vegas.

D. Requirements

The Company shall:

1. Work closely with the LVREDC staff and the CEDS Committee members in developing the Regional CEDS.
2. Work closely with the City of Las Vegas Economic and Urban Development department staff in developing the City Plan.
3. Perform all the due diligence related to data collection and analysis as required.
4. Utilize previously compiled data to the maximum extent possible.
5. Attend progress meetings indicated in the proposed time schedule, and others when needed.
6. Make presentations to the CEDS Committee, Department of Economic and Urban Development staff, elected officials and the City administration as appropriate or when requested.
7. Provide progress reports and the prescribed number of final reports in a timely manner.
8. Perform any and all related activities leading to a completed Regional CEDS document for review and approval by the United States Department of Commerce, Economic Development Administration.
9. Perform any and all related activities leading to a completed City Plan document for review and approval by the City of Las Vegas.

A-II Technical Scope of Work – Regional CEDS

Scope of Work: The scope of work for this project consists of eight tasks, and the delivery of a final report. The eight tasks are described in detail below:

A. ***Task 1. Planning and Organization***

1. Develop a process for selecting members for the Comprehensive Economic Development Strategy Committee (CEDS Committee).
2. Define the role and relationship the CEDS Committee will have with existing local, regional and state institutions.
3. Identify the responsibilities of the CEDS Committee in the economic development planning and implementation process.
4. Define a timeline for the public review of the proposed Regional CEDS prior to its submission to the EDA for approval.
5. Establish a process for submitting an annual "CEDS Performance Report" to the EDA for review.
6. Develop guidelines for the submission of a new Regional CEDS every five years.

B. ***Task 2. Background***

1. Provide a written analysis of the current economic development situation and current trends that affect the regional economy. Information should be gathered in the following areas as appropriate:
   (a) Demographic and socioeconomic data, including labor force characteristics;
   (b) Geographic, climatic, environmental, and natural resources;
   (c) Infrastructure of the region including water, sewer, communications, and energy distribution systems, and all transportation modes;
   (d) Major sectors of the economy and their past, present, and projected contributions to employment, income, and revenue;
   (e) Relationship of the area's economy to that of the larger region or state, with particular regard to locational advantages or disadvantages;
   (f) Factors that indirectly affect economic performance in the region such as state and local laws; financial resources; transportation systems, energy costs, business, personal, and property taxes; bonding capacity; and land use patterns; and
   (g) Other factors that indirectly affect economic performance in areas such as housing; health services; schools; educational, cultural, and recreational facilities; public safety; and environmental issues relating to flood plains, air quality, historic preservation, hazardous waste contamination, smart growth initiatives, and Brownfield reuse.
2. Existing plans and planning processes in the region should be researched and considered. These might pertain to transportation, land use, housing, downtown revitalization, air and water quality, and environmental protection.

C. ***Task 3. Analysis of Economic Development Problems and Opportunities***

1. Provide an in-depth analysis of the region's economic development problems and opportunities, identifying strengths and weaknesses within the region's economic and human assets, and problems and opportunities posed by external and internal forces affecting the regional economy.
2. The analysis shall include relevant materials from other government-sponsored or supported plans, including but not limited to the following:
   (a) SRI International and Brookings Institution report, "Unify / Regionalize / Diversify: An Economic Development Agenda for Nevada."
   (b) Nevada Governor's Office of Economic Development report, "Moving Nevada Forward: A Plan for Excellence in Economic Development 2012-2014."
3. Demonstrate a linkage between economic development and applicable state and local workforce investment strategies.
4. Identify past, present, and projected economic development investments in the region.
5. Identify and analyze economic clusters within the region.

6. Look beyond the existing regional efforts toward the expansion of current activities and/or the introduction of new approaches.
7. Identify strategies that are and are not working, and analyze why certain approaches are not achieving the expected results.
8. Identify past and present regional linkages between Clark County, Nye County, City of Las Vegas, City of Henderson, City of North Las Vegas, Boulder City, Mesquite, unincorporated townships and the Nevada Development Authority.

D. ***Task 4. Goals and Objectives***

1. Create a clear vision statement that answers these questions: Where do we want to be in the next ten to twenty years? What are the goals? What are the areas in which the region can build competitive advantage? How can the region's strengths and opportunities be maximized, and its weaknesses and threats be mitigated?
2. Prepare short- and long-term goals for implementing the regional CEDS to respond to the analysis of the area's development potential and problems. The goals should reflect the desires of most area residents and should also be realistic and limited in number. Goals should represent broad, primary regional expectations.
3. Prepare short- and long-term objectives in actionable areas to solve economic problems and to capitalize on the resources within the region. Objectives need to be more specific than goals, clearly measurable, and stated in realistic terms considering what can be accomplished over the time frame of the Regional CEDS.
4. Make sure goals and objectives provide a framework for public and private decision making and serve as the basis for the formulation of the "Plan of Action" (Task 7).
5. Ensure that goals and objectives are aligned with "Projects, Programs and Activities" (Task 6).

E. ***Task 5. Community and Private Sector Involvement***

1. Identify resources in the business community, government agencies, education system, workforce training programs and community organizations who will be involved in the economic development effort.
2. Develop a process whereby the community in general and the private sector are engaged in the development and implementation of the Regional CEDS.
3. Organize and execute regional summits to gather information and meet with all stakeholders.
4. Develop Business Strategies through Focus Groups.
5. Engage stakeholders in developing a Vision Statement as defined in the "Goals and Objectives" (Task 4).

F. ***Task 6. Projects, Programs and Activities***

1. Identify regional projects, programs and activities that are designed to implement the "Goals and Objectives" identified in (Task 4).
2. The specific aspects of each project, program and activity shall be addressed in the "Plan of Action" (Task 7).
3. For each project, program or activity estimate the number of jobs to be created.
4. Identify the lead organization to be responsible for the execution of each project, program or activity.
5. Provide a prioritization of vital projects, programs and activities that address the region's greatest needs or that will best enhance the region's competitiveness, including sources of funding.

G. ***Task 7. Plan of Action***

1. The plan of action shall implement the "Goals and Objectives" (Task 4) in a manner that:
   (a) Promotes economic development and opportunity;
   (b) Fosters effective transportation access;
   (c) Enhances and protects the environment;
   (d) Maximizes effective development and use of the workforce consistent with any applicable State and local workforce investment strategy;
   (e) Promotes the use of technology in economic development;
   (f) Balances resources through sound management of physical development; and
   (g) Obtains and utilizes adequate funds and resources.

2. The plan of action shall be aligned with and tied to the "Projects, Programs and Activities" (Task 6) and contain the following:
   (a) Description: What is the nature of the proposed project, program or activity?
   (b) Purpose: Why is the proposed project program or activity important, and what is the expected outcome?
   (c) Major steps: What key activities must be carried out to ensure the successful execution of the item?
   (d) Participants: Who (individuals and/or organizations) will participate in the execution of the items?
   (e) Responsibility: Who (individual and/or organization) will be responsible for overseeing the execution of the item?
   (f) Resources: How much will the effort cost? What are the anticipated sources of the required funds and/or contributions?
   (g) Timeframe: When will the effort start, when are the major steps to be completed, and when will the action plan item be completed?
3. The plan of action shall contain a section that discusses the methodology for cooperating and integrating the Regional CEDS with the State's economic development priorities, and how the CEDS contributes to the overall economic development program.

H. ***Task 8. Performance Measures***

Provide performance measures to evaluate the LVREDC's successful development and implementation of the Regional CEDS, including but not limited to the following:

1. Number of jobs created in the region;
2. Number of jobs retained in the region;
3. Number and types of investments undertaken in the region;
4. Amount of private sector investment in the region;
5. Changes in the economic environment of the region; and
6. Overall economic growth and vitality of the region.

A-III Technical Scope of Work – City Plan

Scope of Work: The scope of work for this project consists of eight tasks, and the delivery of a final report. The eight tasks are described in detail below:

A. Task 1. Planning and Organization

1. Work with the City to develop a process for selecting members for a City Committee.
2. Assist the City in identifying the responsibilities of the City Committee in the economic development planning and implementation process.

B. Task 2. Background

Provide a written analysis of the current economic development situation and current trends specific to the City of Las Vegas economy based on the findings in the analysis performed for the Regional CEDS.

C. Task 3. Analysis of Economic Development Problems and Opportunities

1. Provide an in-depth analysis of the City's economic development problems and opportunities, identifying strengths and weaknesses within the City's economic and human assets, and problems and opportunities posed by external and internal forces affecting the City's economy.
2. The analysis shall include relevant materials from other government-sponsored or supported plans, including but not limited to the following:
   (a) SRI International and Brookings Institution report, "Unify / Regionalize / Diversify: An Economic Development Agenda for Nevada."
   (b) Nevada Governor's Office of Economic Development report, "Moving Nevada Forward: A Plan for Excellence in Economic Development 2012-2014."

(c) Existing plans and planning processes in the City and region should be researched and considered.

3. Identify past, present, and projected economic development investments in the City.
4. Identify and analyze economic clusters within the City.
5. Look beyond the existing City efforts toward the expansion of current activities and/or the introduction of new approaches.
6. Identify strategies that are and are not working, and analyze why certain approaches are not achieving the expected results.

D. ***Task 4. Goals and Objectives – Defining Expectations***

1. Work with City staff to prepare short- and long-term goals for implementing the City Plan to respond to the analysis of the City's development potential and problems. Goals should represent broad, primary City-wide expectations.
2. Work with City staff to Prepare short- and long-term objectives in actionable areas to solve economic problems and to capitalize on the resources within the City. Objectives need to be more specific than goals, clearly measurable, and stated in realistic terms considering what can be accomplished in one to five years.
3. Make sure goals and objectives provide a framework for public and private decision making and serve as the basis for the formulation of the "Plan of Action" (Task 7).
4. Ensure that goals and objectives are aligned with "Projects, Programs and Activities" (Task 6).

E. ***Task 5. Community and Private Sector Involvement***

1. Organize and execute city-wide summits to gather information and meet with all stakeholders.
2. Develop Business Strategies through Focus Groups.
3. **The City would like to develop business strategies using focus groups in the following manner:**
   (a) Facilitate focus groups with the goal of identifying a business champion for each group, developing a strategy focus for the City, and identifying potential resources for implementing the strategy.
   (b) City staff will identify and invite five to seven private sector stakeholders and provide logistical support for meetings.
   (c) Conduct two focus group discussions with identified stakeholder in industry focus groups, and then a third focus group to review and memorialize the focus groups findings.
   (d) Conduct individual interviews with identified stake holders.
   (e) Groups will be tasked with developing a coherent strategy for specific industry objectives in identified NAICS industry clusters.
   (f) Prepare a sector strategy for review by each focus group.
   (g) The following industry groups have been identified for this purpose:
      i. **Tourism, Gaming and Entertainment:** With emphasis on the multiple sub-centers involved in these industries that hold out the possibility of valuable innovation and new growth.
      ii. **Aerospace and Defense:** With an emphasis on unmanned aerial vehicle (UAV) supply, assembly, and testing; and maintenance, repair and overhaul (MRO) of aircraft systems.
      iii. **Business Information Technology Ecosystems:** With an emphasis on e-commerce operations/headquarters, customer services centers/BPO/shared services, and cyber security.
      iv. **Health and Medical Services:** With an emphasis on building a center of excellence by leveraging the Cleveland Clinic Lou Ruvo Center for Brain Health and other health care assets.
      v. **Entrepreneurship and Small Business Support:** With an emphasis on what services the City can offer to support the start-up environment being created by DowntownProject.com, Las Vegas Start-up Weekend, and Thursday evenings' Vegas Jellies.
      vi. **Clean Energy and Water Technology:** With emphasis on evaluating the potential for the City to support renewable component manufacturing, water technology, research and development, commercialization and related industry sectors.

vii. **Mart Development:** With emphasis on evaluating the potential for scaling the business model of the International Market Center to other industries, and for developing international trade centers as permanent exhibitions (marts) for conducting face-to-face business.

viii. **Logistics Distribution and Transportation:** With emphasis on evaluating the City's competitive advantages over neighboring states in areas, such as: available infrastructure, lower costs and regulatory hurdles, lower congestion, and overall ease of doing business.

F. ***Task 6. Projects, Programs and Activities***

1. Work closely with City staff to Identify projects, programs and activities that are designed to implement the "Goals and Objectives" identified in (Task 4).
2. The specific aspects of each project, program and activity shall be addressed in the "Plan of Action" (Task 7).
3. For each project, program or activity estimate the number of jobs to be created.
4. Identify the lead organization to be responsible for the execution of each project, program or activity.
5. Provide a prioritization of vital projects, programs and activities that address the City's greatest needs or that will best enhance the City's competitiveness, including sources of funding.
6. **The City would like the following items included in the analysis:**

(a) Provide data to support or refute the following business strategies:

i. **Tourism, Gaming and Entertainment:** The sheer size of this sector means that even with its modest projected 2011-2016 growth rate it will likely be the largest near-term contributor of new positions among the recommended target sectors.

ii. **Aerospace and Defense:** Nevada has a solid base of defense expertise, with a particular focus on testing and training, and the State's geographic characteristics and low population density enable extensive testing operations.

iii. **Business Information Technology/Ecosystems:** E-commerce, G-commerce, F-Commerce, and M-Commerce strategy (Google, Facebook, and Mobile), leveraging the success of Zappos as an e-commerce company which has grown from 70 employees to more than 1,200 employees since relocating to Las Vegas from the San Francisco Bay Area. Included should be specific recommendations on how to attract and retain not only customer service/fulfillment centers, but also how to attract corporate headquarters.

iv. **Health and Medical Services - Health Care Center of Excellence Strategy:** Leveraging the initial success of the Cleveland Clinic Lou Ruvo Center for Brain Health, produce a strategy for the City to develop a health care center of excellence and identify specific action steps which the City can take to remove impediments. Additionally, explore the opportunities in medical tourism.

v. **Entrepreneurship and Small Business Support:** Develop specific recommendations on steps the city could take to foster an entrepreneurial eco-system, including what role the city should play with Downtownproject.com and with the business incubator(s).

vi. **Clean Energy and Water Technology:** Evaluate the potential for the City to compete for renewable component manufacturing, water technology commercialization, and related industry sectors.

vii. **Mart Development:** Leveraging the success of the International Market Center, identify a strategy to develop additional business-to-business marts (permanent showrooms or meeting centers).

viii. **Industrial Business Park Strategy:** Review City-prepared industrial business park white paper, and provide recommendations on how the City can compete for light manufacturing, distribution centers, and related companies by providing industrial space competitive to markets in the southwestern United States.

ix. **Digital Media:** Evaluate the potential for the City to compete for digital and interactive media businesses, including video game development, animation, and similar industries.

x. **Regional Corporate Headquarters:** Determine the competitiveness of the City to attract regional headquarters, given the proximity by air to both western United States markets as well as international markets

xi. **Logistics, Distribution and Transportation:** The City's main opportunity in this industry is to attract a wide range of warehousing, distribution, and manufacturing operations that are seeking a West Coast hub of operations.

(b) Business Park Development/Site Strategies and Locations

i. The Company shall utilize the information collected in the site inventory to recommend a comprehensive land use strategy for the identified properties and areas. The strategy will consider relevant factors such as property conditions and history, market forces, the City's Master Plan, and other aspects that impact the ability to bring these properties to their highest and best use.

ii. This output is intended to enable the City to implement a strategy for the acquisition, disposition, redevelopment and/or marketing of real estate, public and private. The resulting strategy will provide guidance for future land-use decision-making by the public and private sector and will be incorporated into the City's Master Plan.

(c) Prepare a target industry analysis within the City's jurisdictional boundaries that includes the following:

i. Trend analysis of industry growth using NAICS data (minimum of 3-digits);
ii. Identify specific clusters the City can target and be successful in attracting;
iii. Look at very specific target industry clusters which have grown organically;
iv. Explore potential new clusters not identified in the Brooking Report; and
v. Discover support industries needed to create new/unidentified industries.

(d) Identify specific companies for the City to pursue.

(e) Identify industries and businesses with potential for location, relocation, and expansion within the City's boundaries.

(f) Develop a framework to leverage local business and institutional assets for economic development (i.e. Zappos and Cleveland Clinic)

(g) Determine what direct incentives the City can offer to stimulate business attraction and job creation.

(h) Create short and long term strategies and actions related to public infrastructure, business retention and attraction, marketing and redevelopment. Recommend which strategies and actions are viable in one to five years and which strategies are viable in more than five years.

G. ***Task 7. Plan of Action***

1. The plan of action shall implement the "Goals and Objectives" (Task 4) in a manner that:
   (a) Promotes economic development and opportunity;
   (b) Fosters effective transportation access;
   (c) Enhances and protects the environment;
   (d) Maximizes effective development and use of the workforce consistent with any applicable State and local workforce investment strategy;
   (e) Promotes the use of technology in economic development;
   (f) Balances resources through sound management of physical development; and
   (g) Obtains and utilizes adequate funds and resources.
2. The plan of action shall be aligned with and tied to the "Projects, Programs and Activities" (Task 6) and contain the following:
   (a) Description: What is the nature of the proposed project, program or activity?
   (b) Purpose: Why is the proposed project program or activity important, and what is the expected outcome?
   (c) Major steps: What key activities must be carried out to ensure the successful execution of the item?
   (d) Participants: Who (individuals and/or organizations) will participate in the execution of the items?
   (e) Responsibility: Who (individual and/or organization) will be responsible for overseeing the execution of the item?
   (f) Resources: How much will the effort cost? What are the anticipated sources of the required funds and/or contributions?
   (g) Timeframe: When will the effort start, when are the major steps to be completed and when will the action plan item be completed?

3. The plan of action shall contain a section that discusses the methodology for cooperating and integrating the City Plan with the State's economic development priorities and how it contributes to the overall economic development program.

H. ***Task 8. Performance Measures***

Provide performance measures to evaluate the City's successful development and implementation of the City Plan, including but not limited to the following:

1. Number of jobs created in the City;
2. Number of jobs retained in the City;
3. Number and types of investments undertaken in the City;
4. Amount of private sector investment in the City;
5. Changes in the economic environment of the City;
6. Overall economic growth and vitality of the City;

A-IV Deliverables and Schedule

A. Final Deliverable

1. The Final Deliverable shall consist of the Regional CEDS and the City Plan.
2. The Regional CEDS will meet the requirements for a Comprehensive Economic Development Strategy (CEDS) as defined by the U.S. Department of Commerce, Economic Development Administration 13 C.F.R. part 303.
3. The Company shall meet with the CEDS Committee and the City Committee, as well as the City and LVREDC technical representatives, and other invited parties as needed, to present the Final Deliverables.

B. Format and Delivery

All deliverables shall be provided as an original and enough hard copies so that each member of the committees will receive one copy for review. One electronic copy shall be submitted as well, in Microsoft Office or Adobe pdf compatible format. All deliverables shall be prepared in a professional and logically sequenced format, and cross-referenced (e.g., to pertinent Code citations), as appropriate. All deliverables shall be clearly and concisely written in plain English.

C. Schedule

1. Tasks 1 through 3 for both the Regional CEDS and the City Plan shall be complete no later than August 30, 2012, with appropriate intermediate deliverables accepted.
2. The Final Deliverable shall be complete no later than January 3, 2013.
3. A detailed schedule is expected as part of the Offeror's proposal, as described in RFP Section 2.3.

EXHIBIT B

PURCHASING & CONTRACTS DIVISION
CITY HALL, 3RD FLOOR
495 SOUTH MAIN STREE
LAS VEGAS, NEVADA 89101-2986
(702) 229-6231
FAX (702) 384-9964
TTY (702) 386-9108
www.lasvegasnevada.gov/bids

KATHLEEN C. RAINEY
MANAGER

PAMELA HOFFMAN, C.P.M.
CONTRACTS SPECIALIST

REQUEST FOR PROPOSALS (RFP)

RFP No. 120122-PH

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

SCOPE OF WORK: The City of Las Vegas (City), on behalf of the Las Vegas Regional Economic Development Council (LVREDC) invites qualified firms or individuals (Offerors) to submit written proposals to prepare a regional Comprehensive Economic Development Strategy (a "CEDS"). The CEDS must meet all requirements for a Comprehensive Economic Development Strategy as defined by the U.S. Department of Commerce, Economic Development Administration 13 C.F.R. part 303. The CEDS will be accompanied by an Economic Development Plan specific to the City of Las Vegas (the City Plan).

TRAINING SESSION: If a firm is unfamiliar with the public solicitation process and would like to obtain training on the RFP submittal process for this requirement, please contact Pam Hoffman at (702) 229-6006 for assistance.

PROPOSAL DEADLINE: All proposals must be received in the Office of the City Clerk, Second Floor, City Hall, 495 South Main Street, Las Vegas, NV 89101-2986 by **June 14, 2012, no later than 1:30 p.m., Pacific Time**. Proposals received after the established deadline will be returned to the Offeror, and will not receive further consideration in the evaluation process. Proposals are not publicly opened (disclosed), in accordance with NRS 332.061(2).

RFP DOCUMENTS AND ADDENDA MAY BE OBTAINED online at the DemandStar website, www.DemandStar.com. DemandStar offers a free single agency subscription which includes free document downloads by registering at www.DemandStar.com/register.rsp or by calling (800) 711-1712.

RFP documents obtained from any source other than DemandStar may not be accurate or complete, and each Offeror assumes all risks by its reliance on such documents. An Offeror who has not obtained RFP documents from DemandStar will not be notified of any Addenda issued by the City, which could contain material changes thereto (such as additions or changes to the technical specifications, extensions of time, etc.).

INQUIRIES: Questions regarding this solicitation must be directed to Pam Hoffman, Contracts Specialist, at (702) 229-6006, Fax (702) 464-2525, or email to phoffman@lasvegasnevada.gov. To ensure a timely response, inquires should be made by close of business June 6, 2012. Information in response to inquiries may be published as an RFP Addendum.

Prospective Offerors are hereby notified that this Request for Proposals and all related bidding documents will be made available in an alternate format (audio or Braille) upon request to the Purchasing & Contracts Division, telephone number (702) 229-6231 or (702) 386-9108 (TTY).

REQUEST FOR PROPOSALS

1.0 PROJECT OVERVIEW AND DEFINITIONS

1.1 Project Overview

(a) The City of Las Vegas ("City"), on behalf of the Las Vegas Regional Economic Development Council (the "LVREDC") is seeking the services of a consultant or group of consultants to complete a Comprehensive Economic Development Strategy ("CEDS") that will encompass the Las Vegas Region, defined as the geographical boundaries of Clark and Nye Counties. The CEDS will create an economic development roadmap to diversify and strengthen the local economy. It will bring together the public and private sectors to establish goals and objectives and serve as a guide for developing and implementing economic development projects, programs and activities. The CEDS will reflect regional economic development needs and priorities and recommend an approach to achieving sustainable economic development and growth, aimed at the creation and retention of full-time permanent jobs for the unemployed and underemployed in Southern Nevada. The CEDS must be developed according to Federal guidelines and meet all of the requirements for a Comprehensive Economic Development Strategy (CEDS) as defined by the U.S. Department of Commerce, Economic Development Administration 13 C.F.R. part 303.

The CEDS will be developed with the guidance and approval of the LVREDC CEDS Committee. Concurrent with the CEDS, the Company will complete an Economic Development Plan similar in scope, but specific to the City of Las Vegas. This City Plan will be developed with the guidance and approval of a City Committee, rather than the CEDS Committee.

The LVREDC is in its infancy, and intends to hire a chief executive and begin forming its operations within the next several months. It is the City's intent to assign this Contract to the LVREDC when the LVREDC is prepared to assume project management functions.

(b) The anticipated Contract type is firm fixed price.

(c) Project timeline. To meet State of Nevada grant eligibility deadlines, a final Regional CEDS and City Plan must be completed by January 3, 2013. The following is a tentative timeline for project completion:

June 14, 2012	Proposals received
June 27 and 28, 2012	Finalist interviews
August 1, 2012	Contract awarded by City Council
August 27, 2012	First Deliverable due
January 3, 2013	Final Deliverable due

(d) This Request for Proposals (RFP) consists of:
The RFP cover page
Section 1.0, Project Overview and Definitions
Section 2.0, Instructions to Offerors
Forms A and B
Exhibit A, Scope of Work and Deliverables
Exhibit B, Sample Contract

(e) Should a proposal be selected for award, any resultant Contract is expected to contain substantially the same terms and conditions set forth in the Sample Contract (Exhibit B). Any proposed modifications or exceptions taken to the terms and conditions of the Sample Contract are subject to review and approval by the City's contracting authorities. Offerors are advised to thoroughly read the Sample Contract to ensure complete understanding of the terms and conditions. Use of the word "contract" in this RFP does not imply any obligation on the part of the City of Las Vegas to enter into a Contract.

(f)

1.2 Definitions

As used throughout these documents, the following definitions shall apply:

(a)	Addendum	A written revision to this solicitation document, issued to all Prospective Offerors.
(b)	City	The City of Las Vegas.
(c)	City Council	Governing body of the City of Las Vegas.
(d)	Company	Individual, partnership or corporation that is responsible for the performance of services under a Contract awarded by the City.
(e)	Contract	Terms and conditions that substantially conform to this RFP's General and Special Clauses, which will be finalized through negotiation and executed by the Successful Offeror and the City.
(f)	Deliverable	Any report, software, hardware, data, documentation, or other tangible item that the Successful Offeror is required to provide to the City under the terms of a Contract.
(g)	Prospective Offeror	Individual or firm who has received a copy of the RFP.
(h)	Purchasing & Contracts Representative	Individual designated in this RFP as the person to whom all inquiries should be addressed beginning with the issuance of the RFP and ending with an award of a Contract, or the completion of the RFP if no Contract is awarded.
(i)	Offeror	Individual or firm that submits a proposal in response to this RFP.
(j)	Successful Offer	The individual or firm that is offered a Contract by the City of Las Vegas

2.0 INSTRUCTIONS TO OFFERORS

2.1 General

(a) Proposals must be submitted no later than **1:30 p.m., Pacific Time**, on the date indicated on the RFP Cover Page. Late proposals will be returned to the Offeror.

(b) Proposals must be submitted in a sealed envelope to the following address:

Office of the City Clerk
ATTN: Pam Hoffman/RFP No. 120122-PH
City Hall, Second Floor
495 South Main Street
Las Vegas, Nevada 89101-2986

The envelope must be clearly marked with the **RFP Number** and the **date/time for receipt.** Offerors will be wholly responsible for the timely delivery of submitted proposals. Faxed proposals are not allowed and will not be considered.

(c) Proposals must be submitted in the exact format specified below in Paragraph 2.2 "Proposal Format". Failure to follow the format instructions may result in a negative evaluation of the Offeror's proposal.

(d) Offerors assume all costs associated with the submission of a proposal including any potential negotiation or interview costs.

(e) Offers must be valid for a minimum of 90 days.

(f) If it becomes necessary to revise any part of this RFP, a written Addendum will be provided to all Prospective Offerors by Purchasing & Contracts through DemandStar.com. The City is not bound by any revisions to this RFP by City staff, unless such revision or clarification is provided to Prospective Offerors in writing, in the form of an Addendum from the Purchasing & Contracts Representative.

2.2 Proposal Format

Offerors shall:

(a) Submit the entire proposal on standard 8 ½" x 11" paper size, with tabbed dividers labeled by section to correspond with the specific sections listed in 2.3, "Proposal Content".

(b) Not include advertising materials or brochures.

(c) Submit one original and seven hard copies of the proposal. The original must be unbound, have no holes punched in the pages, and be suitable for processing through a copying machine without causing a paper jam. The proposal copies should be bound in a manner that would facilitate separation of the pricing information (Section 4) from other sections of the proposal. As part of the City's Sustainability Initiative, the copies are *not* to be assembled with spiral binding and should be submitted as 2-sided copies. Submit one electronic copy in a Microsoft Office or Adobe pdf compatible format on a compact disk or flash drive.

2.3 Proposal Content

Section 1 – Offer Statement and Business Information.

(a) Execute **Form A "Offer Statement and Business Information"** which consists of the following:

- An individual authorized to bind the Offeror must sign the statement, and the date signed should follow the signature.
- Name and phone number of the representative authorized to negotiate on behalf of the Offeror and answer questions regarding the proposal.
- List of all Offeror (and any subcontractor, if applicable) held national, state and local licenses, registrations and certifications applicable to performance of the subject potential Contract. A business license is not required to provide a proposal to the City, however prior to Contract award, the Company must have a City of Las Vegas Business License as determined by the Business Licensing Division. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at (702) 229-6281 or visiting the City website at http://www.lasvegasnevada.gov/information/23707.htm .
- Acknowledgement of any RFP Addenda.

(b) Execute **Form B "Certificate – Disclosure of Ownership/Principals."**

Section 2 –Qualifications and Experience. Include the following information:

(a) Offeror's Experience. Provide a brief description of the Offeror's business history, locations, and number of years in operation. Describe the Offeror's experience in delivering Comprehensive Economic Development Strategies meeting all federal guidelines and requirements for other public entities, including information and examples which substantiate successful and reliable past performance. Demonstrate a history of adherence to budget and schedule constraints.

If the project is to be accomplished through an affiliation or joint venture of two (2) or more firms, the names and addresses of those firms must be furnished, including the roles and responsibilities for each. Additionally, for each affiliated firm or joint venture participant, information regarding experience and qualifications must be provided.

(b) Key Personnel Experience. Designate the personnel who would be assigned as the Company representative and any key project staff. Include current resumes. Identify particular experience and/or skills that would be applicable to the provision of a Regional CEDS.

(c) Workload Accomplishment. Understanding that the timeline for this project is compressed, indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule. Estimate the percentage and kinds of work to be accomplished by the Offeror with staff presently residing locally, if any.

(d) References. Provide the names of firms, telephone numbers, email addresses and contact person for at least three references for which similar services have been provided. Ensure that the references have given permission to be contacted by the City. Provide a brief description of services performed for each reference.

Section 3 – Work Plan. In this section, provide a proposed approach to satisfy the requirements set forth in the attached Exhibit A, "Statement of Work". As part of the work plan, the Offer should address the following items:

(a) Restate understanding of the Statement of Work, including the division of scope between the regional CEDS and City Plan.

(b) Provide a checklist-style chronological scope of work showing specific milestones and responsibilities of the Company, and specific City or LVREDC responsibilities (contributions of staff time, data, etc.).

(c) Provide a detailed project schedule tied to the checklist-style scope of work, showing delivery of a final CEDS by January 3, 2012. Include and specify review periods for LVREDC and City technical staff, and the CEDS and City Committees, as appropriate.

(d) Provide one or more sample Comprehensive Economic Development Strategy(ies) similar in scope to that requested in this RFP. Offerors are encouraged to provide links to CEDS that have been made available online, in lieu of providing hard copy reports.

Section 4 – Pricing.

(a) Provide a firm fixed price for delivery of both a Regional CEDS and a City Plan. Provide an explanation for your firm fixed price proposal in the form of number of hours charged and billing rate per employee or labor classification, by task or phase. Include an expenses cap for travel or other reimbursable expenses, and an explanation of travel expenses including number of trips, length of trips, and number of employees on site.

Pricing proposals must be structured to provide a clear delineation between the CEDS and the City Plan, to accommodate funding source concerns for the City and the LVREDC.

(b) Provide a milestones and deliverables based payment schedule allowing for the payment of a firm fixed fee on accomplishment of designated deliverables or review points during the project, for both the Regional CEDS and the City Plan.

(c) Provide cost and pricing information in sufficient detail for the City to fully understand the cost of each element being

proposed. The City reserves the right to request clarification from the Offerors for any cost information submitted.

(d) An Offeror may place a proprietary legend on those pages containing confidential financial information, with the understanding that any claim for confidentiality is subject to legal review for applicability to the Nevada Public Records Statute, and such legends may be voided. Price proposals are not confidential.

Section 5 – Exceptions to the RFP or Sample Contract. In this section, list any exceptions taken to the RFP or to the attached "Sample Contract", Exhibit B. It is intended that any resultant Contract awarded will contain substantially the same terms and conditions set forth in the "Sample Contract", Exhibit B. Such exceptions will be taken in consideration during the evaluation and may impact the evaluation results. If no exceptions are included in the RFP, the terms and conditions will not be subject to negotiation and shall be deemed accepted by the Successful Offeror.

2.4 Award Criteria

(a) The City is under no obligation to award a Contract for these services. The basis for any potential award would be a review and evaluation of the submitted proposals, and award would be made to the responsive and responsible Offeror whose proposal is most advantageous to the City, price, quality, and other factors considered. The City may award a Contract, with or without further discussions, to one or more Offerors. Award of any Contract will only be made upon approval of the City Council or its designee. The City reserves the right to reject any and all proposals received.

(b) The principal criteria for award will be the following:

1. Experience, resources and qualifications of the Company and key personnel assigned to this project;
2. Well conceived work plan; and
3. Pricing.

(c) The City reserves the right to consider any other factors when evaluating proposals, when such consideration serves the goals and interests of the City.

2.5 Inquiries

(a) Any questions regarding this Request for Proposals must be directed to Pam Hoffman, Contracts Specialist, at (702) 229-6006, fax (702) 464-2525 or e-mail phoffman@lasvegasnevada.gov. Offerors shall initiate all contact with the City through this designated Purchasing & Contracts Representative during the period beginning with the issuance of the RFP and ending with the award of any Contract, or the completion of this RFP if no Contract is awarded. This will ensure that all issues are appropriately coordinated and that all Prospective Offerors are afforded equal treatment. Communication between Prospective Offerors and any non-designated City contact regarding the selection of an Offeror is prohibited from the time the RFP is advertised until a resulting contract is recommended for award. Failure of an Offeror or any of its representatives to comply with this paragraph may result in its proposal being rejected.

(d) Offerors should thoroughly review the RFP and submit written questions by facsimile or e-mail to the designated Purchasing & Contracts Representative no later than close of business on the day designated on the cover page. The City will distribute responses to questions by RFP Addendum to all Prospective Offerors via automatic notification from DemandStar.

2.6 Presentations from Selected Finalists

After proposals are received by the City, an evaluation team intends to select from the pool of Offerors a group of final Offerors to give a presentation in Las Vegas, or may request further information from Offerors. Failure to provide requested information or a presentation may eliminate an Offeror from further consideration. All costs associated with providing a presentation shall be the responsibility of the Offeror. Presentations may be in person, by video conference or teleconference. Interviews are currently scheduled for June 27 and 28, 2011.

2.7 Evaluation Disclosures

(a) This Request for Proposals (RFP) is subject to the restrictions set forth in NRS 332, which address the conduct of evaluators and bidders (Offerors), as well as the protection of information associated with the RFP process. Offerors may review the pertinent statutes (NRS 332.025, NRS 332.061, NRS 332.800, NRS 332.810, NRS 332.820) at: http://leg.state.nv.us/law1.cfm.

(b) The NRS definition of "evaluator" extends beyond individuals actually reviewing proposals. NRS 332.025 provides the following definition: "Evaluator" means an authorized representative, officer, employee, representative, agent, consultant or member of a governing body who has participated in (i) the evaluation of bids [proposals], (ii) negotiations concerning purchasing by a local government, or (iii) the review or approval of the award, modification, or extension of a contract.

(c) A committee will conduct an evaluation of timely received proposals. Each proposal evaluator must certify that they have read NRS Chapter 332 restrictions on "evaluators" and "bidders" (Offerors), that they will abide by the restrictions during and after the evaluation, and that they have no direct or indirect personal interest in the award of any potential contract. Violation of certain of these restrictions is a misdemeanor.

(d) NRS 332.810 prohibits bidders (Offerors) from: (i) making certain offers of employment or business opportunities to an "evaluator" or member of the governing body, (ii) offering money, a gratuity, or other thing of value to an "evaluator" or member of the governing body, and (iii) soliciting or obtaining any proprietary information regarding the contract from an officer, employee, or member of the governing body. Violation of these restrictions is a gross misdemeanor.

(e) Pursuant to 332.820, evidence of agreement or collusion among Prospective Offerors and Offerors acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such Offerors void.

(f) Advance disclosure of any information to any Prospective Offeror which would give that Prospective Offeror any advantage over any other Prospective Offeror would operate to void all proposals received in response to the RFP.

(g) Offerors are reminded that the RFP Section 2.5 (Inquiries) has established the designated Purchasing & Contracts Representative as the point of contact during the solicitation, evaluation, and award processes.

2.8 Protests – Requests for Proposals

(a) Any person who submits a proposal in response to this advertised Request for Proposals may, after proposals are received, evaluated, and a Contract is recommended for award, file a notice of protest (hereinafter, "Protest") with the City regarding the awarding of the resulting contract; provided, the person (hereinafter, "Protester") complies, as a condition precedent to consideration of such Protest, with the procedures set forth herein.

(b) Any person who submits a proposal in response to this advertised Request for Proposals, who has received notice of elimination from further consideration for award, may file a Protest prior to the time a Contract is recommended for award, provided resolution of the protest may be accomplished without disclosure of other proposals. Consideration of any such Protest will be limited to a discussion of the Protestor's proposal, including strengths and weaknesses, and the actual terms and conditions of the Request for Proposals.

(c) The Protest must be submitted in writing to the attention of the City's Purchasing and Contracts Manager at the address set forth in Section D-1 of the attached "Sample Contract", Exhibit B, within five business days after the Protester knows of the recommended award of a Contract resulting from this Request for Proposals, or within five business days after receiving notice of elimination from further consideration for award.

(d) The Protest must include a written statement setting forth with specificity the reasons the person filing the Protest believes the applicable provisions of law were violated. The Protest shall contain, at a minimum, the following information:

(i) Request for Proposals number and title,
(ii) The name and address of the Protester and the title or position of the person submitting the Protest,
(iii) A statement describing in detail all of the issues being protested, the underlying specific provision(s) of law alleged to be violated, and the reasons the award of the contract should not be made as proposed by the City,
(iv) A statement describing in detail how the issues being protested adversely affect the Protester's proposal submitted to the City,
(v) A statement describing the relief sought by the Protester, and
(vi) Such other information as the Protester deems to be material.

(e) The Protester shall provide such additional information requested by the City, which the City deems pertinent to the consideration of the Protest. The Protest shall identify all of the issues and arguments which support the Protester's claim that award of the Contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein, and shall not include any new or additional issues or arguments.

(f) At the time the Protest is filed, the Protester must post with the City a security in the form of a cashier's check, bond, certified check or money order (hereinafter the "Protest Security") made payable to the City. The amount of the Protest Security shall be the lesser of (i) 25 percent of the Protester's proposed price(s), or (ii) Two Hundred Fifty Thousand Dollars ($250,000). The Purchasing & Contracts Manager will hold the Protest Security until a final determination is made on the Protest.

(g) Upon receipt of the Protest and the Protest Security, which meet all the requirements set forth herein, the Purchasing & Contracts Manager will review the Protest with City representatives and, if the Protest is not resolved by mutual agreement, will render a written determination within ten calendar days thereof, unless the nature and complexity of the Protest requires additional time. In lieu of deciding the Protest, the Purchasing & Contracts Manager may: (i) forward the Protest directly to the Finance Director, or (ii) forward the Protest directly to the City Council for a determination.

(h) The decision of the Purchasing & Contracts Manager may be appealed; provided, the Protester delivers written notice thereof to the Purchasing & Contracts Manager within three business days of receipt by the Protester of the Purchasing & Contracts Manager's written determination. Upon receipt of the written notice of appeal, the Purchasing & Contracts Manager will forward the appeal to the Finance Director or, in the case of time sensitive projects, directly to the City Council, whichever is determined to be in the best interests of the City.

(i) Upon receipt of the appeal, the Finance Director will review the Protest and issue a written determination within ten calendar days thereof, unless the nature and complexity of the Protest requires additional time. If the Protester is

not satisfied with the Finance Director's decision, an appeal may be made to the City Council; provided, a written request is received by the Purchasing & Contracts Manager within three business days of receipt by the Protester of the Finance Director's written determination.

(j) If an appeal is made to the City Council, the matter will be placed on the agenda of the City Council as soon as possible taking into account the administrative deadlines in effect within the City. The City Council will not consider any appeal unless it complies with the procedures set forth herein.

(k) If the Protest is upheld, or the City decides to reject all proposals in connection with the Request for Proposals, the full amount of the Protest Security will be returned to the Protester. If the City renders an unfavorable final decision (at any level) on the Protest, the City will return the Protest Security to the Protester within 30 calendar days of the decision after deducting there from the expenses incurred by the City in processing the appeal.

(l) If the Protester seeks judicial relief from the decision of the City Council, the City will retain the Protest Security until a determination is made by the court. If the court upholds the decision of the City Council, the City may retain an amount equal to the expenses incurred by the City in processing the appeal including, but not limited to, court costs, costs of attorney's fees (including those in retaining private council to defend the decision of the City Council), costs of staff time expended in processing the appeal, costs to retain any needed consultants or experts or any other costs incurred by the City resulting from the appeal. If the Protestor prevails in court, the full amount of the Protest Security will be returned to the Protester.

(m) Neither the City nor it officers, employees, or authorized representative is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a proposal, whether or not the person files a Protest.

(n) No award will be made of the Contract while a protest or appeal is pending before the City. A person who submits an unsuccessful proposal may not seek any type of judicial intervention until the City Council has made a determination on the protest and awarded the Contract.

(o) The City, as administrator of the Request for Proposals and a resulting Contract on behalf of the City, is the sole and final forum for submission of Protests.

FORM A – OFFER STATEMENT AND BUSINESS INFORMATION

This proposal is submitted in response to Request for Proposals No. 120122-PH and constitutes an offer by this Offeror to enter into a potential Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and utilized this knowledge with the requirements of this RFP.

Legal Name of Offeror: _____

☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

Incorporated in the State of _____

(DBA), if applicable _____

Address: _____

(Address to which Legal Notice should be delivered or mailed)

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No: _____

Email Address: _____ CLV Business License Number: _____

List any National, State and Local Licenses, Registrations and Certifications: _____

_____

_____

The Offeror is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

Addendum No.	Initial	Addendum No.	Initial
Addendum No.	Initial	Addendum No.	Initial

The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions, specifications set forth in the attached Proposal. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all

the materials specified in the manner and time therein prescribed in the Request for Proposal. By signing below, I certify under penalty of perjury that the all information provided to the City truthful and correct.

Authorized Representative's Signature: _____ Title: _____

*Authorized Representative's Name: (Printed) _____ Date: _____

Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the Offeror or organization to the terms of this contract.

FOR INFORMATIONAL PURPOSES ONLY

Is this Offeror a Minority, Women or Disabled Veteran Business Enterprise? ☐ No ☐ Yes If "Yes" Specify ☐ MBE ☐ WBE ☐ DVBE

Has this Offeror been certified as a Minority, Women or Disabled Veteran Business Enterprise?

☐ No ☐ Yes If "Yes" Specify Certifying Agency _____ (***Attach a copy of your certification***)

FORM A – OFFER STATEMENT AND BUSINESS INFORMATION

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☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

Incorporated in the State of _____

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Address: _____

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City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No: _____

Email Address: _____ CLV Business License Number: _____

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_____

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*Authorized Representative's Name: (Printed) _____ Date: _____

Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the Offeror or organization to the terms of this contract.

FOR INFORMATIONAL PURPOSES ONLY

Is this Offeror a Minority, Women or Disabled Veteran Business Enterprise? ☐ No ☐ Yes If "Yes" Specify ☐ MBE ☐ WBE ☐ DVBE

Has this Offeror been certified as a Minority, Women or Disabled Veteran Business Enterprise?

☐ No ☐ Yes If "Yes" Specify Certifying Agency _____ (***Attach a copy of your certification***)

FORM B - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
	Subject Matter of Contract/
Name	**Comprehensive Economic Development Strategy**
Address	
Telephone	
EIN or DUNS	**RFP# 120122-PH**

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____day of

_____, 20__

_____
Notary Public

EXHIBIT C

SCHEDULE/TIMELINE

ITEMS	DATE
RFP published	05/24/12
RFP proposals due	06/14/12
RFP evaluation committee meeting	06/18/12
RFP interviews complete (short list)	06/28/12
Initial work product to GOED for ED plans	06/30/12
RFP contract complete (agenda deadline)	07/12/12
Council award	08/01/12
Initial deliverables due	08/27/12
Final plan to GOED for ED plans	08/30/12
Draft report due	11/15/12
Final report (CEDS) due	01/03/13
GOED final plan due – CEDS	01/07/13

EXHIBIT "D"

CEDS Funding Source

City of Las Vegas	$ 100,000
LVREDC/NDA	$ 60,000
Clark County	$ 50,000
City of Henderson	$ 25,000
City of North Las Vegas	$ 20,000
RTC	$ 25,000
NV Energy	$ 10,000
Southwest Gas	$ 10,000
Sub-total	$ 300,000
State Match (at 2 to 1)	$ 150,000
Grand Total	$ 450,000

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: FIRE & RESCUE
DIRECTOR: MIKE MYERS ☐ **Consent** ☒ **Discussion**

SUBJECT
Discussion for possible action to award a contract to ICMA Center for Public Safety Management for a comprehensive analysis of fire/EMS services for the City of Las Vegas in an amount not-to-exceed $145,000 with $10,000 for travel and presentation - All Wards

Fiscal Impact

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

Amount: $155,000
Funding Source: Fire Services Suppression
Dept./Division: Fire & Rescue

PURPOSE/BACKGROUND:
Because of the economic downturn which has affected Southern Nevada, the City of Las Vegas has been looking at ways to provide services to its citizens in a more efficient and effective manner. The ICMA Center for Public Safety Management has been asked to conduct a thorough and unbiased analysis of the performance of the Fire & Rescue department and identify challenges and opportunities the department faces. To accomplish this analysis they will utilize mapping technologies; review the department's use of data analysis to address assignments and deployment to make full use of existing resources within the agency; review all phases of the department's operations to determine opportunities for cost savings/avoidance and review all departmental operating policies and procedures including training records, internal investigations, public relations activities, disciplinary actions, etc.

RECOMMENDATION:
Approve the contract with ICMA Center for Public Safety Management in the amount of $145,000 with $10,000 for travel and presentation. Authority to execute the contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Proposal for Comprehensive Analysis of Fire Services
2. Contract for Comprehensive Analysis of Fire Services
3. Certificate - Disclosure of Ownership/Principals

Proposal for Comprehensive Analysis of Fire Services
City of Las Vegas, Nevada

FIRE/EMS OPERATIONS

CENTER FOR PUBLIC SAFETY MANAGEMENT

Submitted by:

ICMA *Center for Public Safety Management*

International City/County Management Association

777 North Capitol Street, NE – Suite 500

Washington, DC 20002

202-962-3607

ICMA

Leaders at the Core of Better Communities

ICMA

Leaders at the Core of Better Communities

June 12, 2012

Chief Karen Coyne
Chief Officer of Public Safety
City of Las Vegas
City Hall
495 S. Main St.
Las Vegas, NV 89101

Dear Chief Coyne:

The ICMA *Center for Public Safety Management* is pleased to submit this proposal for an analysis of fire / EMS services for the City of Las Vegas, Nevada.

This proposal is specifically designed to provide the City with a thorough and unbiased understanding of the performance of the department and to identify challenges and opportunities the department faces. Because this issue will have a dramatic impact on the community and because the City must have complete confidence in the outcome of our report, we have assembled what must be considered a premier team of subject matter experts with nationally recognized expertise in a wide range of public safety services.

The analysis will be data driven, utilizing operations research techniques discussed in detail in this proposal. Our quantitative analysis unit has years of experience in reviewing almost 100 public safety agencies.

Our project management staff has decades of experience supporting clients in the local government, Nevada and private sectors as well. Because of the expertise that each of these persons bring, you can expect the highest quality solution.

As you know, ICMA has provided direct services to local governments nationwide for decades, which have helped to improve the quality of life for millions of residents in the United States and abroad. From an enterprise-wide perspective, we guarantee an honest-broker solution for Las Vegas' challenge. I, along with my colleagues at ICMA, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@icma.org.

Sincerely,

Leonard A. Matarese
Director, Research and Project Development
ICMA *Center for Public Safety Management*

Overview

The International City/County Management Association (ICMA) is a 100 year old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 28 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all of the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc

"ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, we are involved in a major library research project funded by the Bill and Linda Gates Foundation and we are providing community policing training in El Salvador, Mexico and Panama with funding from the United States Department of State (USAID). We have personnel in Afghanistan assisting with building wastewater treatment plants and have teams in Central America conducting assessments and developing firefighter training programs for disaster preparedness working with SOUTHCOM."

The **ICMA *Center for Public Safety Management* (ICMA/CPSM)** is one of four Centers within the US Programs Division of ICMA providing support to local governments in the areas of police, fire, EMS, Emergency Management and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security.

ICMA/CPSM is also involved in police and fire chief selection; assisting local governments in identifying these critical managers thru original research we have conducted identifying the core competencies of police and fire managers and providing assessment center resources.

Our local government technical assistance includes workload and deployment analysis, using Operations Research techniques and credentialed experts to identify workload and staffing needs as well as best practices. We have conducted approximately 100 such studies in communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

Thomas Wieczorek is the Director of the Center for Public Safety Manager. Leonard Matarese serves as the Director of Research & Program Development.

Overview

Among ICMA's many activities, it assists local governments through a variety of programs that focus on specific local government concerns including fire. ICMA's focus is on the management perspective in organizing and operating these areas. ***ICMA Center for Public Safety Management*** *acts* as an objective and trusted broker tapping into the knowledge of the association's membership base and combining expertise from other appropriate experts to offer innovative ideas, lessons learned, and leading practices to communities. The program provides practical advice and resources that local government managers and staff need to improve services and service delivery in their communities.
We apply standard project management practices to each solution, ensuring that:

- All projects are completed within the contractual scope of work;
- Are completed on time, and within budget.

We rely on these principles to ensure that the final solution meets the client objectives for a comprehensive and concise analysis of resource deployment.

Methodology

The ICMA team follows a standardized approach to conducting analyses of fire and EMS departments. We have developed this standardized approach by combining the experience sets of dozens of subject matter experts in the areas of police, fire, homeland security and EMS. Our collective team has more than a combined 100 years of conducting studies for cities in the United States and internationally.

We begin projects by extracting calls for service and raw data from an agency's computer aided dispatch system. The data are sorted and analyzed for comparison to nationally developed performance indicators. These performance indicators (response times, workload by time, multiple unit dispatching, etc.) are valuable measures of agency performance. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific community. Due to the size and complexity of the documents, this allows for simple, clean reporting. The reports generated from analyzing the data serve as the basis for many accreditation documents such as "Standards of Response Coverage" and the on-site review.

ICMA will conduct an operational review alongside a data analysis using the performance indicators as the basis for the operational review. Prior to any on-site arrival of an ICMA team, agencies are asked to compile a number of key operational documents (policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors as well as rank and file officers; attendance at roll calls; and ride-alongs with staff. We review case files and observe dispatch operations to ensure compliance with the provided written documentation.

As a result of any onsite visits and data assessments, our subject matter experts produce observations and recommendations which highlight strengths, weaknesses, opportunities and threats of the department.

We have found that this standardized approach insures that we measure and observe all of the critical components of agencies which establish the baseline performance levels. This information can be used to benchmark against comparable cities. We're able to do this because we recognize that while agencies may vary in size and challenges, there are best practices in use throughout the country.

We liken this standardized approach to the manner of an auditing process:

- ICMA asks questions and requests documentation upon project start up;
- We confirm accuracy of information received;
- We deploy operations teams on - site to research the uniqueness of each environment;
- We perform data modeling and share preliminary findings with each city; and
- We assess any inconsistencies reported by client cities and communicate our results in a formal, written report.

Project Understanding

We understand that the focus of this study is to determine the many challenges and opportunities the City of Las Vegas has within the Fire and Rescue Department. Of particular interest is understanding why overtime costs are such a significant part of the costs of the agency and what opportunities exist to control those costs. This review will consider all aspects of the department including operational and support functions. We will evaluate the department's performance compared to nationally accepted standards. In addition to reviewing operational activities we will analyze the internal functions of the agency. This will include review of internal documents such as policies and procedures, internal affairs issues, training, discipline, community relations, etc.

ICMA believes that the most effective way to manage operations, including public safety, is to make management decisions based upon the interpretation and analysis of data and information. In order to accurately project future workload, staffing and levels of service, establishment of baseline data in these categories is imperative. ICMA and the International Association of Fire Chiefs worked to create the Commission on Fire Accreditation International, Inc. in 1985 and it recently marked 15 years of accrediting fire departments throughout the world. CFAI would be spun off from ICMA and IAFC and form its own 501 (c)(3) corporation, changing the name for the umbrella corporation to "Center for Public Safety Excellence, Inc." (CPSE) in 2007.

The principles of accreditation centered on agencies meeting core competencies and evaluating baseline performance against established benchmarks. Areas that agencies were found to be deficient would have corrected plans so that the process would focus upon continuous improvement of fire service departments.

To determine the baseline performance of the City, a data analysis of fire department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined. The time necessary to conduct proactive fire activities (such as code enforcement, property inspections, and company-level prevention efforts) will be reviewed to provide the City with a meaningful methodology to determine appropriate staffing levels. This data analysis forms the basis for establishing the baseline performance of the fire department. We will then review that baseline performance capability against the actual performance of the department.

Further, we will review existing deployment, to determine appropriate staffing levels throughout the day. Alternatives will be discussed and presented for deploying staff to minimize response times, particularly for EMS. We will assist the department for developing a community-inclusive strategic plan that addresses the mission, vision, and future plans of the department.

To accomplish this analysis:

- We will utilize mapping technologies which will allow us to present graphics showing the locations and time of various types of calls for service. We will use these computer generated maps to help determine the appropriate configuration of response districts, which may be altered and reconfigured as workload changes.
- We will review the department's use of data analysis to address assignments and deployment to make full use of existing resources within the agency.
- We will review all phases of the department's operations to determine opportunities for cost savings / avoidance.

- We will review all departmental operating policies and procedures including training records, internal investigations, public relations activities, disciplinary actions, etc.

Specifically we will conduct the following reviews and make recommendations on:

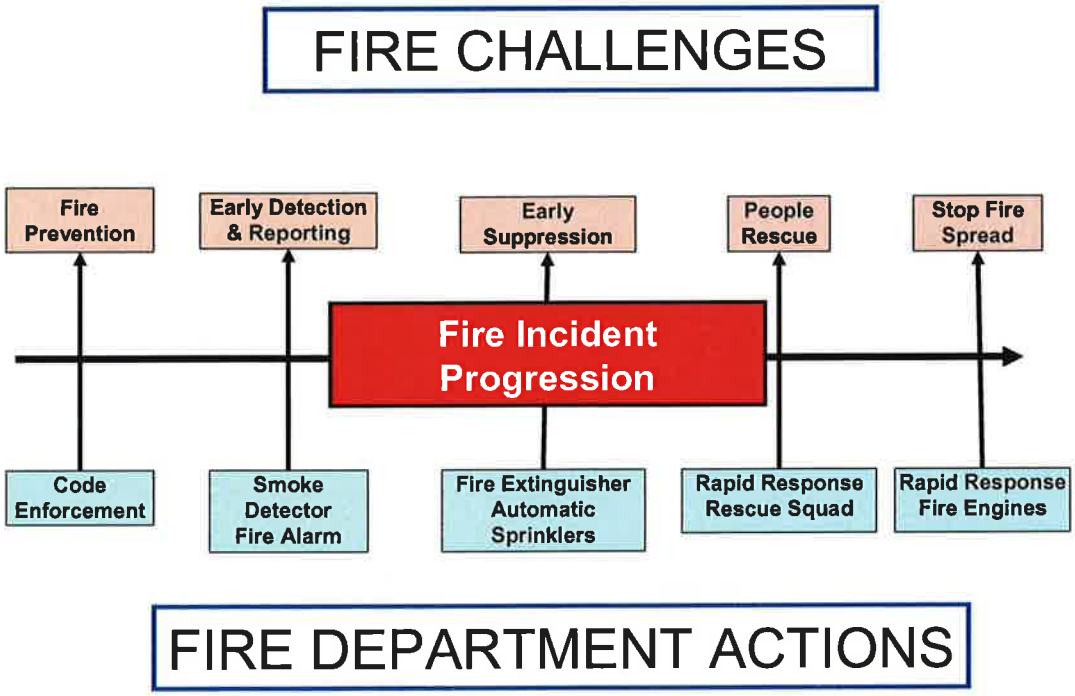
- Analyze cost/benefit and risk as well as efficiencies of 24 hour staffing deployment as compared to other alternatives
- Analyze standards of response and deployment
- Evaluate call volume and resource allocation
- Analyze cost/benefit and the risk of altering current Emergency Medical Services (EMS) response and transport
- Analyze the agreement provisions of the mutual and automatic aid agreements
- Analyze cost/benefit and risk of maintaining insurance ratings/accreditation;
- Assess and recommend appropriate departmental alignment for maximum efficiency of the fire plans check and inspections functions
- Evaluate the cost/ benefit, risk analysis as well as efficiencies of collocating and/or integrating 911 fire/EMS communications with police 911 communications

We believe we are best qualified to perform the components of this request for proposals because ICMA delivers a report from the management perspective. Too often studies are performed by groups with an interest in police, fire, EMS, or emergency management which can often avoid the critical decisions necessary to provide the most efficient, effective and safe delivery of services within budget. ICMA can draw upon best practices not just domestically, but from throughout the world because of its membership base. ICMA recently assisted in the development of several programs at the International Association of Fire Chiefs' Fire-Rescue International Conference held in Atlanta which featured best practices developed in the United Kingdom.

The ICMA Approach

ICMA *Center for Public Safety Management* utilizes two methods for evaluating and identifying solutions. The first component is a data analysis with applied operations research principles.

Fire departments staff their stations and train their personnel to respond to a wide array of fire and vehicular accident emergencies. EMS is likely a significant demand upon the City Fire Department. In addition, many departments use the long intervals between calls for service for a variety of prevention activities. Research in the United Kingdom as well as by FEMA has shown that the most cost-effective approach to fire deployment is the elimination of calls. If a call is received, eliminating hazards decreases the risk faced by first responders and may result in a more positive outcome. These preventive strategies should include building code enforcement and quality of life enforcement issues. The effort may also include fire extinguishers and automatic sprinkler systems. All of these prevention and rapid response activities are laid out below.



The resulting data study will gather and analyze data on the number of personnel on duty, as well as the efficiency and effectiveness of the current deployment on the fire runs. Resources utilization will be quantified for concentration, location, and drawdown.

The study will also analyze fire call data to provide a comprehensive review of fire services including a detailed analysis of workloads and response times. The analysis of the workloads should begin with an in-depth study of the types of calls handled and their severity. The goal of this data gathering would be to explicate the fundamental nature of the fire challenge faced by the Fire Department.

The study will pay special attention to fires reported in residences or building and will require the use of a number of measures of severity to categorize these reported building fires. Some examples of questions to be answered as a part of the study include: Did the fire spread beyond local source? What was the extent of the damage? How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period and by shift for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. It will also require the review the department's fire prevention activities that fire personnel carry out between emergency calls. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the City's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

- Average response time
- Distribution of response times for different call categories
- Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times.

Operations Review

Using information analyzed by the data team, an operational assessment by ICMA will be conducted to evaluate the deployment of emergency resources.

The ICMA team will evaluate equipment, maintenance, records, policies, procedures, and stations to create recommendations for future service delivery.

The team may meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around ten key areas:

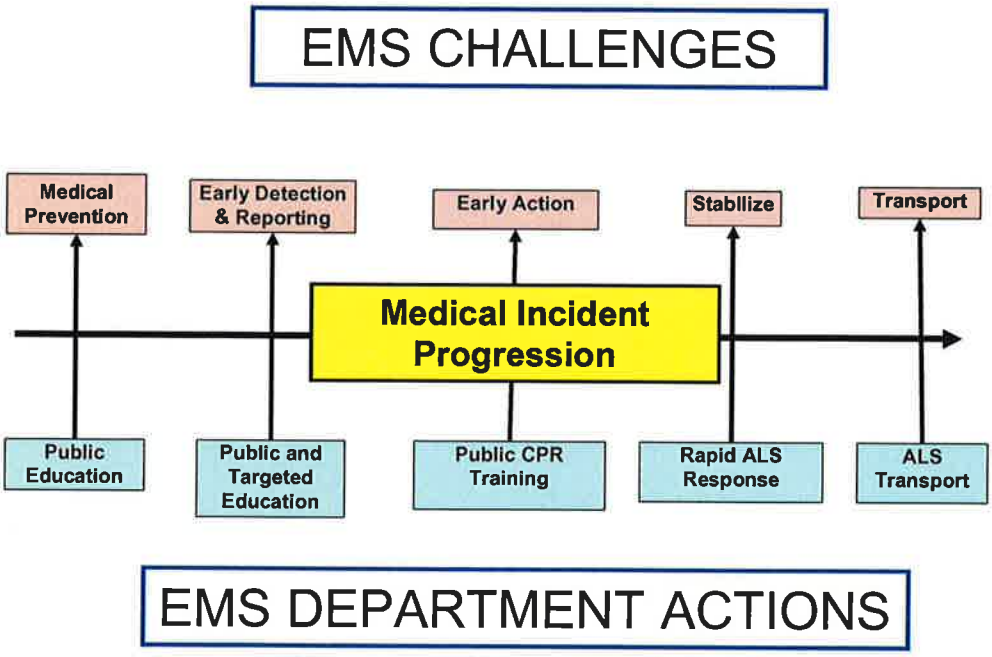
- Governance and Administration
- Assessment and Planning
- Goals and Objectives
- Financial Resources
- Programs (To include fire suppression, EMS, fire prevention, public education, fire investigation, rescue, hazardous materials, homeland security, marine services, and other programs)
- Physical resources
- Human Resources
- Training and Competency
- Essential Resources (Water, Communications, Administrative support)
- External System Relationships

Using GIS technology we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units.

The ICMA data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by ICMA to deliver the right resources at the right time.

Emergency Medical Services –

Fire departments often provide emergency medical services as first responders and may also transport the patients to hospitals. One key variable is the level of training and equipment of the EMS responders. In between calls they may be actively involved in public education programs. Numerous studies have documented the importance of widespread CPR training especially when witnessing a sudden cardiac arrest. All of these prevention and rapid response activities are laid out below. Recent studies have shown that typical EMS deployment strategies may not produce the best cost / benefit outcomes.



Fire Departments provide emergency medical services in addition to fire suppression duties. ALS vehicles are stationed at fire stations and staffed continuously seven days a week, 24 hours a day. In this project we will analyze 2011 EMS call data to provide a comprehensive review of emergency medical services including a detailed analysis of workloads and response times. The analysis of the workloads will begin with an in-depth study of the types of calls handled and their severity. The goal is to explicate the fundamental nature of the emergency medical challenge faced by the communities' Fire Department. We will pay special attention to the most critical emergencies such as heart attack and serious vehicular accidents.

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. These data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period for each ambulance company. We will also determine how much EMS calls contribute to the workload of fire engine companies since they also respond to most calls. We will document any dramatic variations by time of day and day of week as well as seasonal variations.

Response time is an important statistic in emergency service systems. We will determine not only average response time but also the distribution of response times for different call categories. We will also identify and review calls that experienced unusually long response times.

Analysis of the Busiest Hours of the Year

Fire departments often speak of the "worst case scenario" or "resource exhaustion" when developing staffing and deployment plans. In reality, on agency can never staff for the worst case scenario, because whatever situation can be envisioned, there can always be a more serious event that can be planned.

What is needed to make staffing and apparatus decisions is a clear understanding of what levels of demand can reasonably be expected over specific periods of time in a specific jurisdiction. For example, what are the busiest calls for service times over a one year period and what levels of staffing and apparatus were needed to handle this workload?

To answer this question requires a detailed analysis of calls for service, broken down minute by minute, identifying which units were busy and how many units remained available to respond to a new call for service. More sophisticated analysis can take into consideration available mutual aid resources.

There is significant variability in the number of calls from hour to hour. One special concern relates to the fire resources available for the highest workload hours. We tabulate the data for each of 8760 hours in the year. We identify how often the fire department will respond to more than a specified number of calls in an hour. In studying call totals, it is important to remember that an EMS run typically lasts, on average, a different amount of time than a fire category call.

Example of "Busiest Hour Analysis"

What follows is an example of an ICMA study of a fire department with 17 units staffed all the time. For the vast majority of these high volume hours, the total workload of all units combined is equivalent to 3 or fewer units busy the entire hour. For the ten highest volume hours, 0.1% of the hours, the total workload exceeded 3 hours. All of these high volume hours occurred between 10 a.m. and 9 p.m.

The hour with the most work was between 1000 and 1100 on September 12, 2009. The 21 calls involved 34 runs. The combined workload was 417 minutes. This is equivalent to 7 firefighting units being busy the entire hour. However, in the City there are 17 units staffed all of the time. During the worst portion of the hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

The hour with the most calls was between 1400 and 1500 on October 13, 2009. The 23 calls involved 28 runs. The combined workload was 379 minutes. This is equivalent to between 6 and 7 firefighting units being busy the entire hour. However, in the city there are 17 units staffed all of the time. During the worst portion of the hour, there were always at least 7 units still available to respond immediately. Only 3 of the 17 units were busy more than 30 minutes during this hour.

Table 1. Frequency Distribution of the Number of Calls

Number of Calls in an Hour	Frequency
0-5	6397
6-10	2263
11-15	98
16 or more	2

Observations:

- A total of 6,397 hours (73%) in a year have received 0-5 calls.
- A total of 2,263 hours (25.8%) in a year have received 6-10 calls.
- A total of 100 hours (1.2%) in a year have received 11 or more calls.

Table 2. Top Ten Hours with the Most Calls Received

HOURS	Number of Calls	Number of Runs	Total Busy Minutes
13-Oct-2009 1400	23	28	379
12-Sep-2009 1000	21	34	417
20-Jun-2009 2000	15	16	252
02-Feb-2009 1900	15	16	213
10-Jul-2009 1000	14	15	226
15-Feb-2009 1900	14	20	317
29-Jul-2009 1700	14	18	274
23-Feb-2009 1100	14	15	180
17-Mar-2009 1500	14	17	193
01-Mar-2009 1800	13	14	185

Table 3. Deployed Minutes by Unit for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009

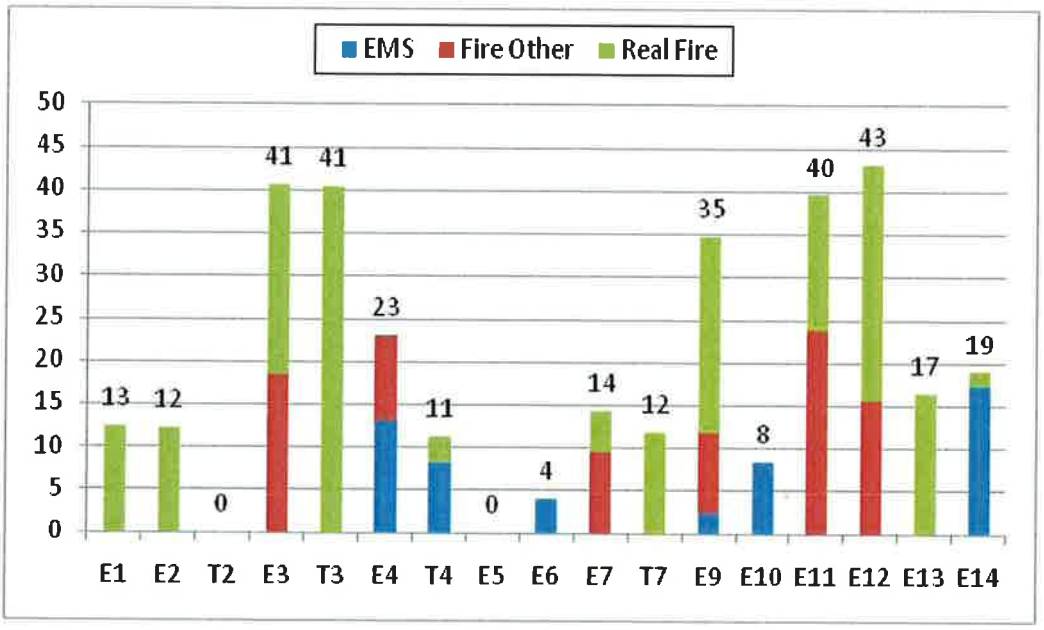
Station	1	2		3		4		5	6	7		9	10	11	12	13	14	Number of Units	
Unit	E1	E2	T2	E3	T3	E4	T4	E5	E6	E7	T7	E9	E10	E11	E12	E13	E14	Busy	Free
0-5																	3.3	1	16
5-10		1.9		0.7													5	3	14
10-15	3.1	5		5								3.7		0.6	4.8		5	7	10
15-20	5	4.3		5	0.5							5		5	4.4		4	8	9
20-25	4.4	1.1		4.4	5							3.8		5	5			7	10
25-30				5	5							5		5	5			5	12
30-35				4.6	5							5		5	2.7			5	12
35-40				5	5	3.1						5		5	1.3			6	11
40-45				5	5	5				1.2		0.7	0.7	4.9	5	1.6		9	8
45-50				5	5	5	1.8			5	1.8		1.9	1.6	5	4.9	1.7	11	6
50-55				0.9	5	5	4.5		3.3	5	5	2.5	0.8	2.5	5	5		12	5
55-60					5	5	5		0.8	3.1	5	4.1	5	5	5	5		11	6
Total	12.5	12.3	0.0	40.6	40.5	23.1	11.3	0.0	4.1	14.3	11.8	34.8	8.4	39.6	43.2	16.5	19.0		

Note: The numbers in the cells are the busy minutes within the 5 minute block. The cell values greater than 2.5 are coded as red.

Observations:

- Between 10 a.m. and 11 a.m. on September 12, 2009, the fire department responded to 21 calls and dispatched 34 units to these calls.
- In the city there are 17 units staffed all of the time. During the worst portion of this hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

Figure 1. Workload by Unit and Call Type for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009



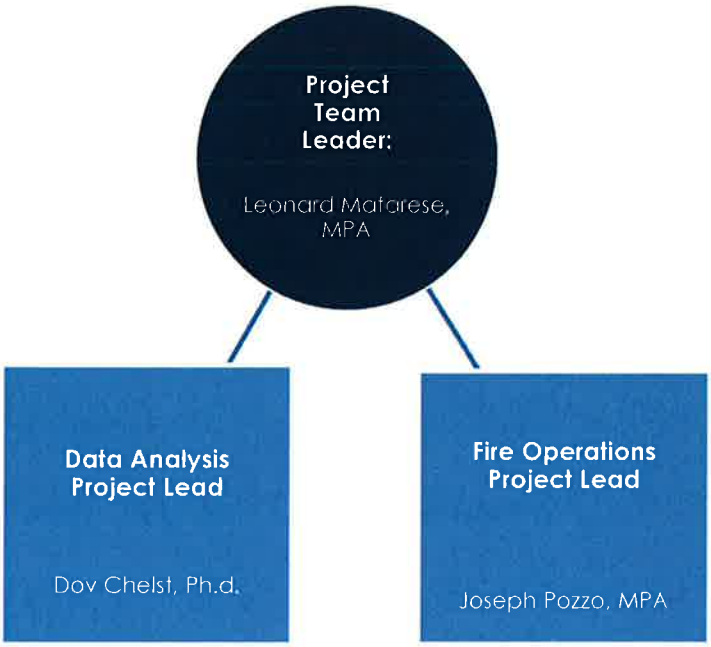
Observations:

- Engine companies E3, E11 and E12 were busy more than 40 minutes during this hour.
- Truck T3 was busy more than 40 minutes during this hour.
- Eleven units were busy less than 20 minutes. Two units responded to no calls.

Organization Chart / Project Staffing

For this project, the ICMA has assembled a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations for the City of Las Vegas that will enable it to produce the outcomes necessary to provide critical emergency services. The team will consist of a program director, senior operations manager, and several senior public safety consultants selected from our team specifically to meet the needs of the City.

The management organizational chart for the project includes the following Key Team Members:



Project Manager

Director of Research and Project Development, ICMA Center for Public Safety,

Leonard Matarese, MPA, ICMA-CM, IPMA-CP

- **Background**
  Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 43 years experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has conducted numerous studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload. As a public safety director he has managed fire departments with ALS transport capabilities. He was an early national leader in the public access AED movement.

  Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71-agency, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for National Institute of Justice. He is the subject matter expert on several ICMA / USAID police projects in Central America.

  He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association- Human Resources and has held the Senior Professional in Human Resources from the Society for Human Resources Management. He also has extensive experience in labor management issues, particularly in police and fire departments and is currently editing an ICMA book on the selection of police and fire chiefs.

Data Assessment Team

Dov Chelst, Ph.D., Director of Quantitative Analysts ICMA Center for Public Safety Management

- **Background**
  Dr. Chelst is an expert in using operations research techniques to review public safety agencies. He manages the analysis of public safety data for the Center. He specializes in data and statistical analysis. He has taught the subject matter for nearly 10 years at the university level and has a Ph.D. in Mathematics from Rutgers University and a B.A. Summa Cum Laude in Mathematics and Physics from Yeshiva University. Dr. Chelst has managed the data collection and analysis of over 90 city and county public safety agencies within the

past four years. He is an expert in extracting CAD data and developing useful statistics from that information.

Senior Public Safety Consultant

Kenneth R. Chelst, Ph.D., Professor of Industrial and Manufacturing Engineering at Wayne State University

- **Background**
  Dr. Chelst is an expert in the application of advanced mathematical models for all emergency resources planning, especially police. He lead a demonstration project for the City of Detroit Police Department which cut response times by 40% using continuous improvement and data driven decision making. Over the past two decades he has studied many dozens emergency services operations using data driven techniques to determine the most efficient organizational structures to provide public safety services. He holds a Ph.D. degree in operations research from M.I.T. where his dissertation topic was Mathematical Models of Police Patrol Deployment. His research interests include operations research models applied to emergency services and structured decision making.

Senior Public Safety Consultant

David Martin, Ph.D., Senior Researcher in the Center for Urban Studies, Wayne State University

- **Background**
  Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

Senior Quantitative Analysis Expert

Gang Wang, Ph.D., Fire & EMS Services Data Analyst

- **Background**
  Gang Wang received the dual bachelor degrees in industrial design and management science, and the M.S. in information system from Chongqing University in China and the Ph.D. degree in industrial engineering from Wayne State University. He has three years experience in enterprise information system and six years experience in data analysis and applied mathematical modeling. He has rich experience in areas of automotive, travel and public safety with particular emphasis in fire / EMS analysis. He has published a book chapter and several journal articles.

Operations Assessment Team – Fire Unit

Director, ICMA *Center for Public Safety Management*

Thomas Wieczorek, Retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence (Formerly Commission on Fire Accreditation)

- **Background**
  Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence, Inc. (formerly the Commission on Fire Accreditation International, Inc.). He has taught a number of programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College. He has testified frequently for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government Manager's Association; served as the vice-chairperson of the Commission on Fire Officer Designation; and serves as a representative of ICMA on the NFPA 1710 and 1738 career committee. He is a board member on the International Accreditation Service, a subsidiary of the International Code Council as well as sitting on a commission that will accredit sprinkler installers through the Center for Public Safety Excellence, Inc.

  He most recently worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 46 states and has been assigned a course number by the DHS.

  He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

Senior Manager

Chief Joseph Pozzo (Ret.), MPA, Assistant Director, Volusia County Department of Public Protection, former Director and Fire Chief of the Volusia County, Florida, Fire Services Department, Retired Chief, Loudon County, Virginia, Department of Fire and Rescue

Background
Chief Pozzo is the assistant director of the Department of Public Protection which includes fire, EMS, Emergency Management, Medical Examiner and other agencies. He was formerly chief of the Volusia County fire services department. The agency is a combination department providing fire suppression and EMS services with career firefighters and volunteer members. The agency operates out of 23 stations. Prior to Chief Pozzo's appointment in 2010 he served as the Chief of the Loudoun County Department of Fire and Rescue. That agency is a combination fire and rescue system providing fire, rescue, and emergency management services to one of the fastest growing counties in the nation. The fire and rescue system provides these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Fire, Rescue and Emergency Management services are

executed through 437 career staff and over 1300 volunteer members operating out of nineteen stations. Prior to his appointment with Loudoun County, Chief Pozzo retired from the City of Virginia Beach, Va. Fire Department as a Battalion Chief.

He holds a Master of Public Administration from Troy University where he graduated with honors, B.A., Public Administration from Saint Leo University and several associates' degrees including an AAS in Fire Science and Protective Services. He holds the *Chief Fire Officer Designation,* Center for Public Safety Excellence, and is Commission on Professional Credentialing Adjunct Instructor for Virginia Department of Fire Programs

Senior Manager

Chief Donald James, MPA, (Ret) Assistant Chief, Miami-Dade Fire Rescue

- **Background**
  During a career spanning 30 years, Donald C. James retired in 2005 as an Assistant Fire Chief with the Miami Dade Fire Rescue Department. In that capacity he assumed oversight of various functional areas to include Fire Prevention, Facilities Management and Construction, Communications, Emergency Medical Services and Training Divisions. As a Division Director, he was responsible for multimillion dollar budgets for Community Relations, Emergency Medical Services, Communications and Fire Prevention.

  In 1996 he was honored by the National Fire Protection Association as the "Learn Not To Burn Champion" with a Safe Cities Award Grant. Working in conjunction with Miami Dade Public Schools, the grant provides for the teaching of a fire safety curriculum at the elementary grade levels. Among other accomplishments, he was also instrumental in the development of the department's Infectious Disease Control Policy and Procedure – one of the first of its kind in the fire service nationwide.

  Mr. James received his Associates degree in Fire Science Technology from Miami Dade College. He holds a Bachelor's degree in Public Administration from Barry University in Miami Shores, and Master's degree in Public Administration from Florida International University, Miami.

Senior Manager

Chief Dan Kleman, MGA,(Ret.) City of Jacksonville Fire & Rescue Department, Former City Manager of Tallahassee, County Manager of Hillsbourgh County, CAO of Jacksonville Florida

- **Background**
  Dan Kleman retired as the Director and Fire Chief of the Jacksonville Fire and Rescue Department and is responsible for 1,300 employees. Since arriving at JFRD in 2006, Chief Kleman, working with his management team, he expanded management training and professional development for JFRD's officers, opened a new fire station and three replacement stations, identified more than $1 million in overtime cost savings and enhanced JFRD's recruitment program. Kleman recently developed a 10-year plan, unanimously adopted by City Council, which charts the department's expansion so it can continue to meet Jacksonville's rapidly growing demand for fire and emergency medical services.

Mr. Kleman came to Jacksonville in 2004 to serve as Chief Administrative Officer. In October 2006, he moved from City Hall to JFRD to lead the department. He was appointed City Manager in Tallahassee 1974. After 20-plus years as City Manager, Kleman headed to Tampa where he served as County Manager of Hillsborough County for nearly a decade.

Mr. Kleman has been named Outstanding Public Administrator of the Year by both the Tallahassee and Tampa Bay chapters of the American Society of Public Administration. He is Past President of the 9,000-member International City-County Management Association and the Florida City and County Managers Association. He also was an adjunct professor in Florida State University's Masters of Public Administration program. He holds a bachelor's degree in political science from Bowling Green State University in Ohio and his master's degree in governmental administration from the Wharton Graduate School at the University of Pennsylvania. He is also a graduate of the senior executive program at the John F. Kennedy School of Government at Harvard University.

Senior Manager

Gerard J. Hoetmer, MPA, retired Executive Director of Public Entity Risk Institute, Fairfax, Virginia

- **Background**

  Gerry Hoetmer is an expert in fire services, emergency management, and risk management. He served as the founding executive director of the Public Entity Risk Institute, a nonprofit organization that provided training, technical assistance, and research on risk management issues for local government and other public and quasi-public organizations. Prior to his position as executive director at PERI, Mr. Hoetmer worked at ICMA for 19 years, most recently as the director of research and development. He has written extensively on local government emergency management, the fire service, code enforcement, and risk management issues.

  Seminal works include the first report to Congress on fire master planning and the first edition of *Emergency Management: Principles and Practices for Local Government*. In addition to providing expert testimony before Congress and local arbitration boards on fire staffing and scheduling issues, Mr. Hoetmer represented ICMA on the NFPA 1500 Standard on Occupational Safety and Health; NFPA 1201, the Standard for Providing Emergency services to the Public; and the NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Mr. Hoetmer has developed and conducted training programs and seminars at FEMA's Emergency Management Institute and the National Fire Academy in Emmitsburg, Maryland.

  He holds Bachelors from the State University of New York, New Paltz and the Master of Public Administration degree from the University of Colorado at Denver.

Finance Assessment Team

Senior Finance Expert

Susan Robinson, MPA, Former Deputy Director of Government Finance Officers Association, Former City Manager, Chevy Chase, MD.

- **Background**

  Ms. Susan Robinson has over 35 years experience as a senior executive in local government, consulting and non-profit sector management, serving as a City Manager, Assistant Superintendent for Finance and Information Systems for the Arlington Virginia Public Schools, deputy director of administration for the Government Finance Officers Association, and as a private consultant to local government. While in Arlington, she managed an operating budget in excess of $400 million and led restructuring efforts in a variety of functional areas, including a major effort to reorganize all technology and information system functions. She has a broad background in all areas of municipal management with a particular emphasis in finance, capital improvement budgeting, technology and urban planning.

  Ms. Robinson holds a Bachelors degree in Political Science from the University of Utah and a Masters Degree in Public Administration from George Washington University.

Proposed Fees

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

ICMA agrees to conduct the project for the sum of $145,000, exclusive of travel. The project would be billed in three installments: the first within 14 days of the start of the project for $45,000; the second billed at the time of the draft data analysis report for $45,000 and the third at presentation of the final report for $55,000. Payments would be made out to the International City/County Management Association upon invoicing as according to the aforementioned payment schedule. If some other arrangement is deemed more appropriate by the City, ICMA will work cooperatively for an agreement on the payment terms.

A travel budget of $10,000 is proposed. All travel costs will be billed separately on an occurrence bases, or upon final project completion. ICMA agrees to work cooperatively with the client in order to reduce such costs to the greatest extent possible while still meeting the expectations of the City.

Deliverables

Draft reports for fire/EMS will be provided for department review in **electronic format.**

In order to be ecologically friendly, ICMA will deliver the final report in computer readable material either by email or CD. The final reports will incorporate the operational as well as data analysis and strategic plan. Should the City desire additional copies of the report, ICMA will produce and deliver whatever number of copies the client requests and will invoice the client at cost.

ICMA staff members will be available to make a formal presentation of the report in person should the client so desire. ICMA will bill $1,000 per person per presentation plus travel expenses.

Reporting

The Program Manager or specific area team leads will report project status to the identified City contacts at identified intervals using an acceptable and agreed upon reporting template. Beyond this however, communication will be maintained and coordinated through the Team Leader with these contacts and other identified relevant personnel on a regular basis.

Contact Info

Principal-in-Charge – Thomas J. Wieczorek
twieczorek@icma.org
202-962-3607

Project Manager – Leonard Matarese
lmatarese@icma.org
716-969-1360

Fire Operations Team Lead – Joseph Pozzo
jpozzo@icma.org
571-309-8196

Data Analysis Team Lead – Dr. Dov Chelst
dchelst@icma.org
202.309.8281

Conclusion

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, ICMA *Center for Public Safety Management* acts as a trusted advisor, assisting local governments in an objective manner. In particular, ICMA's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes ICMA a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

CONTRACT FOR COMPREHENSIVE ANALYSIS OF FIRE SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2012, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (hereinafter the "Company"), a non-profit corporation having its principal office located at 777 North Capitol Street NE – Suite 500, Washington, DC 20002.

SECTION A – Contract Form

The subject matter of this Contract is the provision of professional management consulting services in .

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

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

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

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

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

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

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

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

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

B-2 Contract Type

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

B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

Item No.	Description	Amount
1	Initial Payment	$45,000
2	Draft Data Analysis Report	$45,000
3	Final Report	$55,000
4	Travel Expenses	$10,000 (not to exceed)

(b) Reimbursable Travel Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $174 per day. This per diem rate will start concurrently with the first day of work

performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

B-4 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Section B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice and invoice number,
(ii) the purchase order number;
(iii) the Contract Item against which charges are made;
(iv) performance dates covered;

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

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:

(i) receipts for Travel Expenses associated with the invoice
(ii) copy of the applicable Deliverable associated with the invoice

B-5 Performance Period/Delivery Schedule

(a) The performance period commences on Award Date and continues through the completion of services provided, unless extended through mutual agreement by both parties. It is anticipated that a Final Report will be delivered within ninety days of notice to proceed.

SECTION C – Statement of Work

C-1 Scope of Services

(a) The Project consists in general of a review, analysis and benchmark of the City's fire services operations, for the purpose of making recommendations to the City in the form of a Final Report. The focus of this study is to determine the many challenges and opportunities the City has within the Fire and Rescue Department (the "Department"). Of particular focus is understanding and explaining why overtime costs are such a significant part of the costs of the Department, and what opportunities exist to control those costs. The Project will consider all aspects of the Department, including operational and support functions. The Company will evaluate the Department's performance compared to nationally accepted standards. In addition to reviewing operational activities, the Company will analyze the internal functions of the Department. The Company will also review internal documents (such as policies and procedures), internal affairs issues, training, discipline, and community relations, and an extraction of calls and raw data from the City's dispatch system. The Company will compare the City data collected as a result of the review to national performance indicators.

(b) The Company's scope of services consists of five chronological tasks:

(i) The Company asks questions and requests documentation upon project start up;
(ii) The Company confirms accuracy of information received;
(iii) The Company deploys operations teams on-site to research the uniqueness of each environment;

(iv) The Company performs data modeling and shares preliminary findings with the City in a Draft Data Analysis Report;
(v) The Company assesses any inconsistencies reported by the City and communicates results in a Final Report.

(c) To accomplish its analysis:

(i) The Company will utilize mapping technologies to allow presentation of graphics showing the locations and times of various types of calls for service. The Company will use these computer generated maps to help determine the appropriate configuration of response districts, which may be altered and reconfigured as workload changes.
(ii) The Company will review the Department's use of data analysis to address assignments and deployment to make full use of existing resources within the agency.
(iii) The Company will review all phases of the Department's operations to determine opportunities for cost savings and avoidance.
(iv) The Company will review all Departmental operating policies and procedures, including training records, internal investigations, public relations activities, and disciplinary actions.

(d) The Company will conduct the following reviews and make recommendations on the following items, at minimum:

(i) Analyze cost/benefit and risk as well as efficiencies of 24 hour staffing deployment as compared to other alternatives.
(ii) Analyze standards of response and deployment.
(iii) Evaluate call volume and resource allocation.
(iv) Analyze cost/ benefit and the risk of altering current Emergency Medical Services (EMS) response and transport.
(v) Analyze the agreement provisions of the mutual and automatic aid agreements.
(vi) Analyze cost/benefit and risk of maintaining insurance ratings/accreditation.
(vii) Assess and recommend appropriate departmental alignment for maximum efficiency of the fire plans check and inspections functions.
(viii) Evaluate the cost/benefit, risk analysis as well as efficiencies of collocating and/or integrating 911 fire/EMS communications with police 911 communications.

C-2 Deliverables

The Company shall provide the following deliverables:

(a) Draft Data Analysis Report: a Draft Data Analysis Report, to be submitted electronically to the Project Manager approximately forty-five days from notice to proceed. The Company will take comments and requested revisions to the Draft Data Analysis Report into consideration when drafting the Final Report.

(b) Final Report: A draft Final Report shall be delivered electronically to the Project Manager and presented to City staff and management at one or more private meetings. The City Project Manager shall be allowed a reasonable period of time to make comments and requested revisions to the draft. The Final Report shall be provided electronically to the Project Manager, and the Company shall make one presentation of the Final Report at a public City Council meeting.

C-3 City Responsibilities

The City will compile and make available to the Company key operational documents, including policies and procedures, assets lists, case files, and similar documents, at the request of the Company. The City will provide access to management and supervisory personnel, as well as rank and file officers, for interviews with the Company. The City will facilitate Company attendance at roll calls and ride-alongs with City staff, and Company observation of dispatch operations.

SECTION D – Special Clauses

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

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

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

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY: International City/County Management Association
ICMA Center for Public Safety Management
777 North Capitol Street, NE – Suite 500
Washington, District of Columbia 20002

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

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

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

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

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

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

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

D-3 Warranty – Services [CAO-5/2/12]

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

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

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

D-5 Licenses/Registrations [CAO-5/2/12]

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

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

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

SECTION E – General Clauses

E-1 Disputes [CAO-5/2/12]

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

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

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

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

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

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

E-3 Termination for Convenience [CAO-5/2/12]

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

E-4 Termination for Default [CAO-5/2/12]

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

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

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

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable

to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

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

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

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

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

E-5 Insurance [CAO-5/2/12]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

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

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

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

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

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

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

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

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

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

E-6 Indemnification [CAO-5/2/12]

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

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

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

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

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

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

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

right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/2/12]

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

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

E-10 Audit of Records [CAO-5/2/12]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

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

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

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

E-17 Public Records [CAO-5/2/12]

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

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

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

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

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

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

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

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

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

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

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

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

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

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

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

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

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

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	2

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-7-12
Deputy City Attorney Date

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

6/12/2010
KRISHNA SOB, Director of Grants and Contract Administration

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	Block 2 Description
	Subject Matter of Contract/
Name- International City/County Management Association	**Comprehensive Analysis of Fire Services**
Address – 777 North Capitol Street, NE, Suite 500 – Washington, DC 20002	
Telephone 202-289-4262	
EIN or DUNS 072631831	**Contract # 120163-PH**

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	N/A	N/A	N/A
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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: N/A_____ Number of Pages: N/A_____

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

6/6/12
Date

Subscribed and sworn to before me this 6 day of June, 2012

Adina I. Dorch
Notary Public, District of Columbia
My Commission Expires 10/14/2014

_____
Notary Public

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Report for possible action regarding an update on the Short-Term Residential Rental Ordinance - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The current Short-Term Rental Ordinance (Ordinance #5977) was adopted by the City Council on March 5, 2008. At the time of adoption, staff was directed to report back on the effectiveness of the ordinance. This presentation will discuss the number of licenses issued under the ordinance, the number of inspections conducted in responding to complaints, and issues related to enforcement of the ordinance. Options for enforcement of the ordinance will also be presented.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
1. Bill No. 2008-14
2. Report on Short-Term Residential Rentals

BILL NO. 2008-14

ORDINANCE NO. _____

AN ORDINANCE TO ALLOW SHORT-TERM RESIDENTIAL RENTALS IN RESIDENTIAL DISTRICTS AS A CONDITIONAL USE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Allows short-term residential rentals in residential districts as a conditional use.

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

SECTION 1: Ordinance No. 5943 and Title 19, Chapter 4, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 80 reads as follows:

19.04.080: (A) Unlisted Uses. The uses permitted in this Chapter are classified on the basis of common operational characteristics and land use compatibility. Uses not specifically listed in this Chapter are prohibited. However, additional new and unlisted uses may be permitted by the Director if the Director finds that the use is similar to other uses listed in the same zoning district.

(B) Appeals. An applicant who is aggrieved by the decision of the Director with respect to the allowability of an unlisted use may appeal the decision to the City Council. The appeal shall be filed in the office of the City Clerk, with a copy to be filed in the office of the Planning and Development Department. Unless otherwise stated in the Council's action, the determination of the Council with respect to the appeal shall constitute a permanent and consistent interpretative decision which the Director shall apply in all future instances.

(C) Conditions. When considering requests to permit a new or unlisted land use as being similar to a listed use, the Planning Director or City Council shall consider the potential effects of the use on adjacent properties in terms of requirements for services, visual impact, traffic generation, the extent to which the use is consistent with other uses allowed in the district, and other issues they deem appropriate. Based upon such consideration, the Director or Council, in approving a request under this Section, may impose appropriate and reasonable conditions designed to ensure compatibility and consistency of uses.

(D) Authorization of New Uses. New uses which have been permitted by the Director or City Council, pursuant to the Section shall be added by ordinance amendment on a periodic basis.

(E) Uses Expressly Prohibited. Without limiting the general applicability of Subsection (A) of this Section, the [following uses are expressly prohibited in any residential zoning district:

(1) Short-term vacation rental.] commercial use of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than thirty-one consecutive calendar days, is prohibited except as otherwise permitted under this Title.

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to allow the use "Short-Term Residential Rental" in residential zoning districts as a conditional use. In order to reflect the amendment, a new entry for the use "Short-Term Residential Rental" is added to the "Residential and Lodging" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Short-Term Residential Rental	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
	C	C	C	C	C	C	C	C	C	C	C	C									
	Description: The commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than 31 consecutive calendar days.																				
	Conditional Use Regulations: 1. The operator must obtain a permit from the Business Services Division to operate the use. The use must be operated by either the property owner or a property manager who holds a permit to engage in property management pursuant to NRS Chapter 645. For a use to be operated by the property owner, a separate permit must be obtained for each rental. For a use to be operated by a property manager, the permit shall be an annual permit, renewable annually at the discretion of the Division, subject to the provisions of Conditional Use Regulation 6. In each case the operator shall pay such fee as the Division may establish for the permit. 2. The use must comply on an ongoing basis with all governmental licensing and regulatory requirements, including the payment of applicable room taxes and licensing fees. However, a permit issued under Conditional Use Regulation 1 shall be deemed to take the place of a license otherwise required by LVMC 6.46.020. 3. The use must comply with the City's noise regulations as they apply to residential uses. 4. In connection with the issuance of a permit under Conditional Use Regulation 1, the Business Services Division may establish additional conditions on the use, including without limitation a time limit on outdoor activities and a limit on the number of occupants and guests that are on the premises at any one time. In addition, at any time following issuance of the permit, the Division may impose additional conditions on, or otherwise amend, the permit. The permit may be revoked or suspended immediately for noncompliance with these regulations or with applicable permit conditions, at which time the use permitted as a conditional use shall immediately cease. 5 Vehicle parking associated with the use shall comply with applicable parking regulations, and vehicles of guests and invitees shall not obstruct traffic or access to other properties in the area. 6. The operator shall notify the Business Services Division of any change in the operator's telephone number and other contact information. Any change in operator shall require the issuance of a new permit. 7 The operator must be available at all times to respond to law enforcement authorities and to concerns from neighborhood residents, and to take remedial action in the event of noncompliance with law or with permit conditions.																				
	On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.																				

SECTION 3: Ordinance No. 5943 and Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amending by amending

the definition of the term "Short-term vacation rental" so that it reads as follows:

[~~"Short-term vacation rental"~~] "Short-Term Residential Rental" means the commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than thirty-one consecutive calendar days.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 5: Ordinance No. 5963 is hereby repealed.

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

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

. . .

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SECTION 8: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-7-08
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2008, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2008, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

Memorandum

City of Las Vegas
Department of Planning

To: Mayor Goodman and Council Members

From: Flinn Fagg, Planning Director

CC: Betsy Fretwell, City Manager
Karen Coyne, Chief Public Safety Officer

Date: 11 June 2012

Re: Report on Short-Term Residential Rentals

Ordinance

The Short-Term Residential Rental ordinance (Ordinance #5977) was adopted by City Council on March 5, 2008. The ordinance amended Title 19, the zoning code, to permit short-term rentals in single-family and multifamily residential districts as a Conditional Use. The minimum zoning requirements for the use are as follows:

- The operator must obtain a business license.
- The use is subject to room tax fees.
- The use must comply with the city's noise regulations for residential areas.
- The use must comply with applicable parking regulations.
- The operator must keep contact information current with the Licensing Division.
- The operator shall be available at all times to respond to law enforcement authorities and concerns from neighborhood residents.

A copy of Ordinance #5977 is attached for reference. Please note that the ordinance does not affect a property owner's ability to rent a residential property to long-term tenants for periods of greater than 31 days.

Licensing of Short-Term Residential Rentals

The Licensing Division of the Department of Planning issues either a Property Manager (S01) license or a Property Owner (S03) license for those engaging in short-term property rentals. The fees associated with each license and the amounts that have been collected to date are listed below:

Property Manager License - $300.00 fee

- Permits issued: 24
- Total fees collected to date: $9,500.00

Property Owner License - $100.00 fee

- Permits issued: 95
- Total fees collected to date: $7,200.00

The total amount collected by the department since the ordinance was adopted is $16,700.00. There are currently 37 valid licenses for short-term rentals, of which 18 are in single-family zoning districts, and 19 are in multifamily or commercial zoning districts.

Enforcement Issues

Compliance for short-term rentals is handled primarily by two City departments: the Building & Safety Department, through its Code Enforcement Division, and the Department of Planning, through the Licensing Compliance Section. Code Enforcement officers respond to complaints regarding unlicensed locations and violations of the zoning code. Licensing Compliance officers respond to complaints regarding violations of business licensing requirements. Compliance issues are handled on a complaint basis, rather than a pro-active basis. The Las Vegas Metropolitan Police Department (Metro) also assists in responding to noise and public disturbance complaints.

The Code Enforcement Division has opened 30 cases related to short-term rentals since the ordinance was adopted in 2008, resulting in 298 inspection visits. The Licensing Compliance Section has conducted 102 inspections since the adoption of the ordinance. The most common enforcement issues are noise and disruption issues, unlicensed properties, and on-street parking issues.

Enforcement efforts are hampered somewhat by the availability of City staff to respond to complaints as they occur. Most complaints arise on weekend evenings; Licensing Compliance is only available on alternate weekends, and Code Enforcement is not available on weekend evenings. While Metro is available to respond to complaints at all hours, their staffing necessitates that priority be given to more immediate public safety issues, and response time can be delayed.

Comparison with Other Municipalities

The city of Las Vegas is the only municipality within the valley that permits short-term rentals in all residential neighborhoods. The City of Henderson allows short-term rentals only within the Lake Las Vegas master-planned community. Neither Clark County nor the City of North Las Vegas permits short-term rentals in any residential neighborhood.

A survey of other communities that permit short-term residential rentals offers some examples of additional restrictions that may assist in reducing the complaints associated with the use:

- Specifying a required response time by the owner or manager to deal with complaints;
- Requiring that emergency contact information be posted in a window so as to be visible from the street;
- Limitations on the number of occupants;
- Limiting the number of vehicles to those that can be accommodated on the property;
- Placing additional noise restrictions on short-term rentals, such as restrictions against any music or amplified sound outdoors;
- Specifying a maximum number of violations for revocation of the permit.

Recommendations

Staff offers the following options for consideration relative to the Short-Term Residential Rental ordinance:

Option 1:

- Action: Maintain the Short-Term Residential Rental ordinance with no modifications.
- Enforcement Implications: Enforcement would continue to be carried out by the Code Enforcement Division for zoning violations, and by Licensing Compliance for licensing issues. Metro would respond to noise or public disturbance complaints.

Option 2:

- Action: Study and adopt additional licensing standards for short-term rentals, including occupancy limits, vehicle limits, additional noise restrictions, and revocation procedures.
- Enforcement Implications: Enforcement would be carried out by the Code Enforcement Division for zoning violations, and by Licensing Compliance for the additional licensing requirements. Metro would respond to noise or public disturbance complaints.

Option 3:

- Action: Repeal the Short-Term Residential Rental ordinance and no longer permit short-term rentals in residential neighborhoods.
- Enforcement implications: Enforcement would be carried out by the Code Enforcement Division for zoning violations. Metro would respond to noise or public disturbance complaints.

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Katherine A. Moore db at Las Vegas Golf Club, 4300 West Washington Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Jacob Matthew Parker db at Larrys Hide Away, 3369 Thom Boulevard - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Brian Matthew Poet db at Goodfellas Bar & Restaurant, 2801 North Tenaya Way, Suite A - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding a Martial Arts Instruction License, Legacy Martial Arts, LLC dba Karate For Kids, 4840 East Bonanza Road, Suite 2, Elijah Kahoohuli Vincent Jr., Owner 100% - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding a Martial Arts Instruction License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-55-2012 - Discussion for possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and 1213 S. Las Vegas Blvd., LLC, (Owner and CVIP Participant) located at 1213 South Las Vegas Boulevard, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-8-2012)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to an RDA item regarding assisting 1213 S. Las Vegas Blvd., LLC, (Owner/CVIP Participant) with the cost of installing new neon signage to the property located at 1213 South Las Vegas Boulevard (APN 162-03-112-028 and 162-03-113-005). Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-55-2012
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO. R-55-2012

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND 1213 S. LAS VEGAS BLVD., LLC ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-112-028 AND 162-03-113-005

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, 1213 S. LAS VEGAS BLVD., LLC (the "PARTICIPANT") is the owner of real property and improvements located at 1213 S. LAS VEGAS BLVD., and which parcel is commonly known as APN 162-03-112-028 & 162-03-113-005 (the "Site"); and

WHEREAS, 1213 S. LAS VEGAS BLVD., LLC (the "PARTICIPANT") is the owner of the real property located at 1213 S. LAS VEGAS BLVD. and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to 1213 S. LAS VEGAS BLVD., LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2012.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

M. Nichols Esq
_____
Date
6-4-12

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2012, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and 1213 S. LAS VEGAS BLVD., LLC ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $25,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of twenty-five thousand dollars (**$25,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2012 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2012.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____ 3-4-12
Counsel to the Agency Date

Michael Wanchos
Print Name

1213 S. LAS VEGAS BLVD., LLC

By: _____
Ilan Gorodezki
Its: Manager

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

REF. NO.: 2005-2972

PARCEL I

THOSE PORTIONS OF LOT "K" AND "M" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF LOT "M";
THENCE NORTH 27°45'30" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 239.30 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY PAT DE SANTIS TO RANCHO DRIVE REALTY CO., A NEVADA CORPORATION BY DEED RECORDED AUGUST 16, 1960 AS INSTRUMENT FILE NO. 247739 IN BOOK 62 OF DEEDS, PAGE 465, CLARK COUNTY, NEVADA RECORDS;
THENCE NORTH 89°26'15" EAST ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND SHOWN BY SURVEY MAP ON FILE IN FILE 13, PAGE 77 OF REGISTERED PROFESSIONAL ENGINEERS FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA A DISTANCE OF 496.57 FEET TO A POINT ON THE EAST LINE OF SAID LOT "M" (SAID POINT BEING THE SOUTHEAST CORNER OF THE ABOVE MENTIONED RANCHO DRIVE REALTY CO. PARCEL);
THENCE NORTH 2°13'16" EAST A DISTANCE OF 111.76 FEET TO THE NORTHEAST (NE) CORNER OF SAID LOT "M";
THENCE SOUTH 89°11'30" WEST ALONG THE NORTH LINE OF SAID LOT "M" A DISTANCE OF 181.96 FEET TO THE SOUTHEAST (SE) CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED FROM NATE MACK ET UX. TO R.J. KALLENBORN, RECORDED FEBRUARY 27, 1946 IN BOOK 41 OF DEEDS, PAGE 490 491 AS INSTRUMENT FILE NO. 216494 OF CLARK COUNTY, NEVADA RECORDS;
THENCE NORTH 3°05'44" EAST A DISTANCE OF 122.17 FEET TO THE NORTHEAST (NE) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 89°30'00" WEST A DISTANCE OF 201.43 FEET TO THE NORTHWEST (NW) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 27°45'00" WEST A DISTANCE OF 264.64 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT "K" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 146 FEET SOUTH 27°45' WEST FROM THE NORTHWEST (NW) CORNER OF SAID LOT "K";
THENCE SOUTH 27°45' WEST 140.00 FEET FRONTING ON FIFTH STREET;
THENCE NORTH 89°10' EAST 200.00 FEET;
THENCE NORTH 0°20' EAST 137 FEET 10 INCHES;
THENCE SOUTH 89°30' WEST 201 FEET 6 INCHES TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE INTEREST IN THOSE PORTIONS OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS FOR ROAD, PUBLIC UTILITY AND INCIDENTAL PURPOSES BY DEED RECORDED DECEMBER 6, 1984 AS INSTRUMENT FILE NO. 169363 IN BOOK 2532 OF OFFICIAL RECORDS.

PARCEL II

THE WESTERLY 300 FEET OF THE SOUTH 239.30 FEET OF LOT NUMBER (4) IN BLOCK ONE (1) OF AMENDED PLAT OF THE SUBDIVISION OF LOT "J" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Inst #: 201101030005353
Fees: $17.00 N/C Fee: $25.00
RPTT: $7650.00 Ex: #
01/03/2011 03:04:17 PM
Receipt #: 630454
Requestor:
LSI TITLE AGENCY INC.
Recorded By: SCA Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

AND WHEN RECORDED TO:
1213 S. LAS VEGAS BLVD., LLC
C/O ILAN GORODEZKI
19653 WELLS DR.
TARANA, CA 91356
Forward Tax Statements to
the address given above

162-03-112-028

TS # **2008-2972**
Loan #: **3477267**
Order #: **T870010**

162-03-113-005

TRUSTEE'S DEED UPON SALE

A.P.N.: **162-03-112-028 & 162-03-113-005**
TRANSFER TAX: **$7,650.00**
The Grantee Herein **WAS** The Foreclosing Beneficiary.
The Amount of the Unpaid Debt was **$3,068,598.38**
The Amount Paid ByThe Grantee Was **$1,500,000.00**
Said Property is in the City Of **LAS VEGAS**, County of **Clark**

"This instrument is being recorded as an ACCOMMODATION ONLY, with no Representation as to its effect upon title"

S.B.S. TRUST DEED NETWORK A CALIFORNIA CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

1213 S. LAS VEGAS BLVD., LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **Clark**, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **TOROS YERANOSIAN, A SINGLE MAN** as Trustor, dated **7/26/2007** of the Official Records in the office of the Recorder of **Clark** county, Nevada under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **7/31/2007**, instrument number **20070731-0003667** Book , Page of Official records. Trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Breach and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified return receipt mail, postage pre-paid to each person entitled to notice in compliance with Nevada Civil Code 107.050

EXHIBIT A

REF. NO.: 2008-2972

PARCEL I:

THOSE PORTIONS OF LOT "K" AND "M" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF LOT "M";
THENCE NORTH 27°45'00" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 285.36 FEET TO THE TRUE POINT OF BEGINNING (SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FAE DE SANTIS TO RANCHO DRIVE REALTY CO., A NEVADA CORPORATION BY DEED RECORDED AUGUST 18, 1950 AS INSTRUMENT/FILE NO. 347739 IN BOOK 62 OF DEEDS, PAGE 465, CLARK COUNTY, NEVADA RECORDS);
THENCE NORTH 89°26'15" EAST ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND SHOWN BY SURVEY MAP ON FILE IN FILE 13, PAGE 77 OF REGISTERED PROFESSIONAL ENGINEERS FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA A DISTANCE OF 495.57 FEET TO A POINT ON THE EAST LINE OF SAID LOT "M" (SAID POINT BEING THE SOUTHEAST CORNER OF THE ABOVE MENTIONED RANCHO DRIVE REALTY CO. PARCEL);
THENCE NORTH 2°13'16" EAST, A DISTANCE OF 111.76 FEET TO THE NORTHEAST (NE) CORNER OF SAID LOT "M";
THENCE SOUTH 89°11'30" WEST ALONG THE NORTH LINE OF SAID LOT "M", A DISTANCE OF 181.96 FEET TO THE SOUTHEAST (SE) CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED FROM NATE MACK ET UX. TO R.J. KALTENBORN, RECORDED FEBRUARY 27, 1946 IN BOOK 41 OF DEEDS, PAGE 490-491 AS INSTRUMENT/FILE NO. 215404 OF CLARK COUNTY, NEVADA RECORDS;
THENCE NORTH 3°08'44" EAST, A DISTANCE OF 122.17 FEET TO THE NORTHEAST (NE) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 89°30'00" WEST, A DISTANCE OF 201.43 FEET TO THE NORTHWEST (NW) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 27°45'00" WEST, A DISTANCE OF 264.64 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT "K" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 145 FEET SOUTH 27° 45' WEST FROM THE NORTHWEST (NW) CORNER OF SAID LOT "K";
THENCE SOUTH 27°45' WEST 140.00 FEET FRONTING ON FIFTH STREET;
THENCE NORTH 89°10' EAST 260.00 FEET;
THENCE NORTH 02°20' EAST 122 FEET 10 INCHES;
THENCE SOUTH 89°30' WEST 201 FEET 6 INCHES TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE INTEREST IN THOSE PORTIONS OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS FOR ROAD, PUBLIC UTILITY AND INCIDENTAL PURPOSES BY DEED RECORDED DECEMBER 6, 1984 AS INSTRUMENT/FILE NO. 1991353 IN BOOK 2032 OFFICIAL RECORDS.

PARCEL II:

THE WESTERLY 10.6 FEET OF THE SOUTH 37.38 FEET OF LOT FOUR (4) IN BLOCK ONE (1) OF AMENDED PLAT OF THE SUBDIVISION OF LOT "J" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 162-03-112-028
   b. 162-03-113-005
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☒ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. a. Total Value/Sales Price of Property $1,500,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) (N/A)
   c. Transfer Tax Value: $1,500,000.00
   d. Real Property Transfer Tax Due $7,650.00
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section N/A
   b. Explain Reason for Exemption: N/A
5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: S.B.S. TRUST DEED NETWORK	Print Name 1213 S. Las Vegas, LLC
Address: 31194 LA BAYA DRIVE STE. 106	Address: 1213 S. Las Vegas, LLC
City: WESTLAKE VILLAGE,	City Las Vegas
State: CA Zip: 91362	State NV Zip: 89104

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: LSI Title Agency, Inc. Escrow #: 7870010
Address: 3220 El Camino Real
City: Irvine CA 92602 State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

TS# 2008-2972

TOGETHER WITH

THE WESTERLY 10.6 FEET OF THE NORTH 38.67 FEET OF LOT FIVE (5) IN BLOCK ONE (1) OF AMENDED PLAT OF THE SUBDIVISION OF LOT "J" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PERSONAL PROPERTY:

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS AND THE DEED OF TRUST; ALL OF THE PERSONAL PROPERTY, FURNISHINGS, FIXTURES AND EQUIPMENT NOW OWNED BY DEBTOR OR IN WHICH DEBTOR NOW HAS ANY INTEREST AND ALL PERSONAL PROPERTY, FURNISHINGS, FIXTURES AND EQUIPMENT HEREAFTER OWNED BY DEBTOR OR WHICH DEBTOR MAY HEREAFTER ACQUIRE ANY INTEREST, TOGETHER WITH ALL REPLACEMENTS, IMPROVEMENTS AND ADDITIONS THERETO, AND PLACED UPON OR ABOUT OR LOCATED IN OR ATTACHED TO ANY BUILDING FOR USE IN CONNECTION WITH THE OPERATIONS OF DEBTOR'S BUSINESS ON THE REAL PROPERTY REFERRED TO HEREIN. THIS NOTICE IS GIVEN IN ACCORDANCE THE UNIFORM COMMERCIAL CODE

TRUSTEE'S DEED UPON SALE PAGE 2

TS#: **2008-2972**
Loan #: **3477267**
Order #: **T870010**

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **11/16/2010**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being $ **$1,500,000.00**, in lawful money of the United States, in pro per, receipt there of is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, **S.B.S. TRUST DEED NETWORK A CALIFORNIA CORPORATION**., as Trustee, has this day, caused its nameto be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws

Date: **11/16/2010**

S.B.S. is a debt collector attempting to collect a debt and any information will be used for that purpose

S.B.S. TRUST DEED NETWORK A CALIFORNIA CORPORATION

Nancy Pero, Jr. Trustee Sale Officer

STATE OF California
COUNTY OF Los Angeles

On 11/19/2010 before me, **YARDIA BLANE**, Notary Public personally appeared, NANCY PERO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
YARDIA BLANE
Commission# 1823605
Commission Expires November 26, 2012

YARDIA BLANE
Commission # 1823605
Notary Public - California
Los Angeles County
My Comm. Expires Nov 26, 2012

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Las Vegas Boulevard right-of-way and the northerly, westerly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 162-03-112-028 & 162-03-113-005

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 1213 S. Las Vegas Blvd., LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, _____.

1213 S. LAS VEGAS BLVD., LLC

By:_____
Ilan Gorodezki

Its: Manager
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2012 by ILAN GORODEZKI as MANAGER

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2012 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

REF NO.: 2005-2972

PARCEL I

THOSE PORTIONS OF LOT "K" AND "M" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF LOT "M";
THENCE NORTH 27° 46' 30" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 235.30 FEET TO THE TRUE POINT OF BEGINNING (SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY FAL DE SANTIS TO RANCHO DRIVE REALTY CO., A NEVADA CORPORATION BY DEED RECORDED AUGUST 16, 1950 AS INSTRUMENT FILE NO. 347739 IN BOOK 62 OF DEEDS, PAGE 485, CLARK COUNTY, NEVADA RECORDS);
THENCE NORTH 89°26'15" EAST ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND SHOWN BY SURVEY MAP ON FILE IN FILE 13, PAGE 77 OF REGISTERED PROFESSIONAL ENGINEERS FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA A DISTANCE OF 466.57 FEET TO A POINT ON THE EAST LINE OF SAID LOT "M" (SAID POINT BEING THE SOUTHEAST CORNER OF THE ABOVE MENTIONED RANCHO DRIVE REALTY CO. PARCEL);
THENCE NORTH 2°13'16" EAST A DISTANCE OF 111.76 FEET TO THE NORTHEAST (NE) CORNER OF SAID LOT "M";
THENCE SOUTH 89°11'30" WEST ALONG THE NORTH LINE OF SAID LOT "M" A DISTANCE OF 181.96 FEET TO THE SOUTHEAST (SE) CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED FROM NATE MACK ET UX, TO R.J. KALENBORN, RECORDED FEBRUARY 23, 1940 IN BOOK 4" OF DEEDS, PAGE 490-491 AS INSTRUMENT FILE NO. 215404 OF CLARK COUNTY, NEVADA RECORDS;
THENCE NORTH 3°08'44" EAST A DISTANCE OF 122.17 FEET TO THE NORTHEAST (NE) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 89°20'30" WEST A DISTANCE OF 201.43 FEET TO THE NORTHWEST (NW) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 27°46'30" WEST A DISTANCE OF 264.64 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT "K" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 145 FEET SOUTH 27° 45' WEST FROM THE NORTHWEST (NW) CORNER OF SAID LOT "K";
THENCE SOUTH 27°45' WEST 140.00 FEET FRONTING ON FIFTH STREET;
THENCE NORTH 89°10' EAST 240.00 FEET;
THENCE NORTH 0° 20' EAST 122 FEET 10 INCHES;
THENCE SOUTH 89°30' WEST 200 FEET 6 INCHES TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE INTEREST IN THOSE PORTIONS OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS FOR ROAD, PUBLIC UTILITY AND INCIDENTAL PURPOSES BY DEED RECORDED DECEMBER 6, 1954 AS INSTRUMENT FILE NO. 199355 IN BOOK 2032 OF OFFICIAL RECORDS.

PARCEL II

THE WESTERLY 30.0 FEET OF THE SOUTH 87.35 FEET OF LOT FOUR (4) IN BLOCK ONE (1) OF AMENDED PLAT OF THE SUBDIVISION OF LOT "J" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREON ON FILE IN BOOK 1 OF PLATS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Las Vegas Boulevard right-of-way and the northerly, westerly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-03-112-028 & 162-03-113-005

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between 1213 S. Las Vegas Blvd., LLC, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1213 South Las Vegas Blvd., Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.162-03-112-028 & 162-03-113-005; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face adjoining the east Las Vegas Blvd. right-of-way and the northerly, easterly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 495 South Main Street, 6th Floor, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
495 South Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: Ilan Gorodezki
1213 S. Las Vegas Blvd., LLC
1213 South Las Vegas Blvd
Las Vegas, NV 89104

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2

above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .
. . .
. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: ILAN GORODEZKI
Title: MANAGER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2012 by ILAN GORODEZKI as MANAGER.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2012 by CAROLYN G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

REF NO.: 2005-2972

PARCEL I

THOSE PORTIONS OF LOT "K" AND "M" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF LOT "M";
THENCE NORTH 2° 45'30" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 236.36 FEET TO THE TRUE POINT OF BEGINNING (SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY PAL DE SANTIS TO RANCHO DRIVE REALTY CO., A NEVADA CORPORATION BY DEED RECORDED AUGUST 16, 1960 AS INSTRUMENT FILE NO. 84139 IN BOOK 62 OF DEEDS, PAGE 466, CLARK COUNTY, NEVADA RECORDS);
THENCE NORTH 87°29'51" EAST ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND SHOWN BY SURVEY MAP ON FILE IN FILE 13, PAGE 77 OF REGISTERED PROFESSIONAL ENGINEERS, FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA A DISTANCE OF 495.57 FEET TO A POINT ON THE EAST LINE OF SAID LOT "M" (SAID POINT BEING THE SOUTHEAST CORNER OF THE ABOVE MENTIONED RANCHO DRIVE REALTY CO. PARCEL);
THENCE NORTH 2°13'16" EAST A DISTANCE OF 111.76 FEET TO THE NORTHEAST (NE) CORNER OF SAID LOT "M";
THENCE SOUTH 89°11'20" WEST ALONG THE NORTH LINE OF SAID LOT "M" A DISTANCE OF 181.96 FEET TO THE SOUTHEAST (SE) CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED FROM NATE MACK ET UX TO R.J. KALTENBORN, RECORDED FEBRUARY 22, 1946 IN BOOK 41 OF DEEDS, PAGE 490-491 AS INSTRUMENT FILE NO. 215404 OF CLARK COUNTY, NEVADA RECORDS;
THENCE NORTH 3°05'44" EAST A DISTANCE OF 122.17 FEET TO THE NORTHEAST (NE) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 89°50'05" WEST A DISTANCE OF 201.43 FEET TO THE NORTHWEST (NW) CORNER OF THE SAID CONVEYED PARCEL;
THENCE SOUTH 27°46'05" WEST A DISTANCE OF 254.64 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT "M" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 146 FEET SOUTH 27° 46' WEST FROM THE NORTHWEST (NW) CORNER OF SAID LOT "K";
THENCE SOUTH 27°46' WEST 66.00 FEET FRONTING ON FIFTH STREET;
THENCE NORTH 62°14' WEST 24.00 FEET;
THENCE NORTH 27°46' EAST 71.01 FEET 10 INCHES;
THENCE SOUTH 85°33' WEST 25" FEET 6 INCHES TO THE POINT OF BEGINNING.

(FURTHER EXCEPTING THEREFROM THE INTEREST IN THOSE PORTIONS OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS FOR ROAD, PUBLIC UTILITY AND INCIDENTAL PURPOSES BY DEED RECORDED DECEMBER 6, 1984 AS INSTRUMENT FILE NO. 1697353 IN BOOK 2532 OF OFFICIAL RECORDS.)

PARCEL II

THE WEST FORTY (40) FEET OF THE SOUTH 236.36 FEET OF LOT FOUR (4) IN BLOCK "M" OF AMENDED PLAT OF THE SUBDIVISION OF LOT "K" OF PARK PLACE ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the east Las Vegas Boulevard right-of-way and the northerly, westerly and southerly boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. **Installation of Neon Signs**	**$60,000.00**
2. **Landscape**	**$10,000.00**
3. Interior/Exterior Improvements	$1,500,000.00
TOTAL ESTIMATED PROJECT COSTS	**$1,570,000.00**
Estimated CVIP Grant	$25,000

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 90 days, depending on contractor's work schedule/work load.

Attachment 6

Please Print Legibly

VIP Disclosure of Ownership/Principals (Real Property)

VIP Contracting Entity Information

Name Ilan Gorodezki, Managing Member, 1213 S. Las Vegas Blvd, LLC

Mailing Address 1213 S. Las Vegas Blvd, Las Vegas, NV 89104

Business Phone (818) 355-5038

Tax ID or Social Security Number 45-1583581

Ownership Interest

Estate in Severalty 100% Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Ilan Gorodezki	1213 S. Las Vegas Blvd, 89104	818-355-5038

Additional Ownership/Principals

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*:_____

Alternative Disclosure of Ownership/Principals

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature Ilan Gorodezki

Date May 3, 2017

State of NEVADA }
County of Clark }

This instrument was acknowledged before me on May 3, 2017 (date) by ILAN GORODEZKI (name of person).

Notary Public: _____

TANDI HUIZENGA
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-86863-1
MY APPT. EXPIRES FEB. 4, 2016

ATTACHMENT 7

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF Nevada } ss:
COUNTY OF Clark

Please Print Legibly

I, Ilan Gorodezki, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the 1235 Las Vegas Blvd, LLC a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1235 S. Las Vegas Blvd ("Site"), as more particularly described by the Commercial VIP Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☑

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☐ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☑

   d. The exterior improvements to the property or business do not have a direct affect on revenues, therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. I.G. (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. I.G. (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. I.G (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. I.G (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 3 day of May, 2012.

Authorized Signature: Ilan Goodezki

SIGNED AND SWORN TO before me this 3 day of May, 2012, by ILAN GODDEZKE

NOTARY PUBLIC

My Commission Expires: Feb 4, 2016

TANDI HUIZENGA
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-86863-1
MY APPT. EXPIRES FEB. 4, 2016

Before Photos and After Rendering

(1213 S. LAS VEGAS BLVD., LLC – 1213 S. Las Vegas Blvd. – Super 8 Motel)

Before Photos and After Rendering

(1213 S. LAS VEGAS BLVD., LLC – 1213 S. Las Vegas Blvd. – Super 8 Motel)

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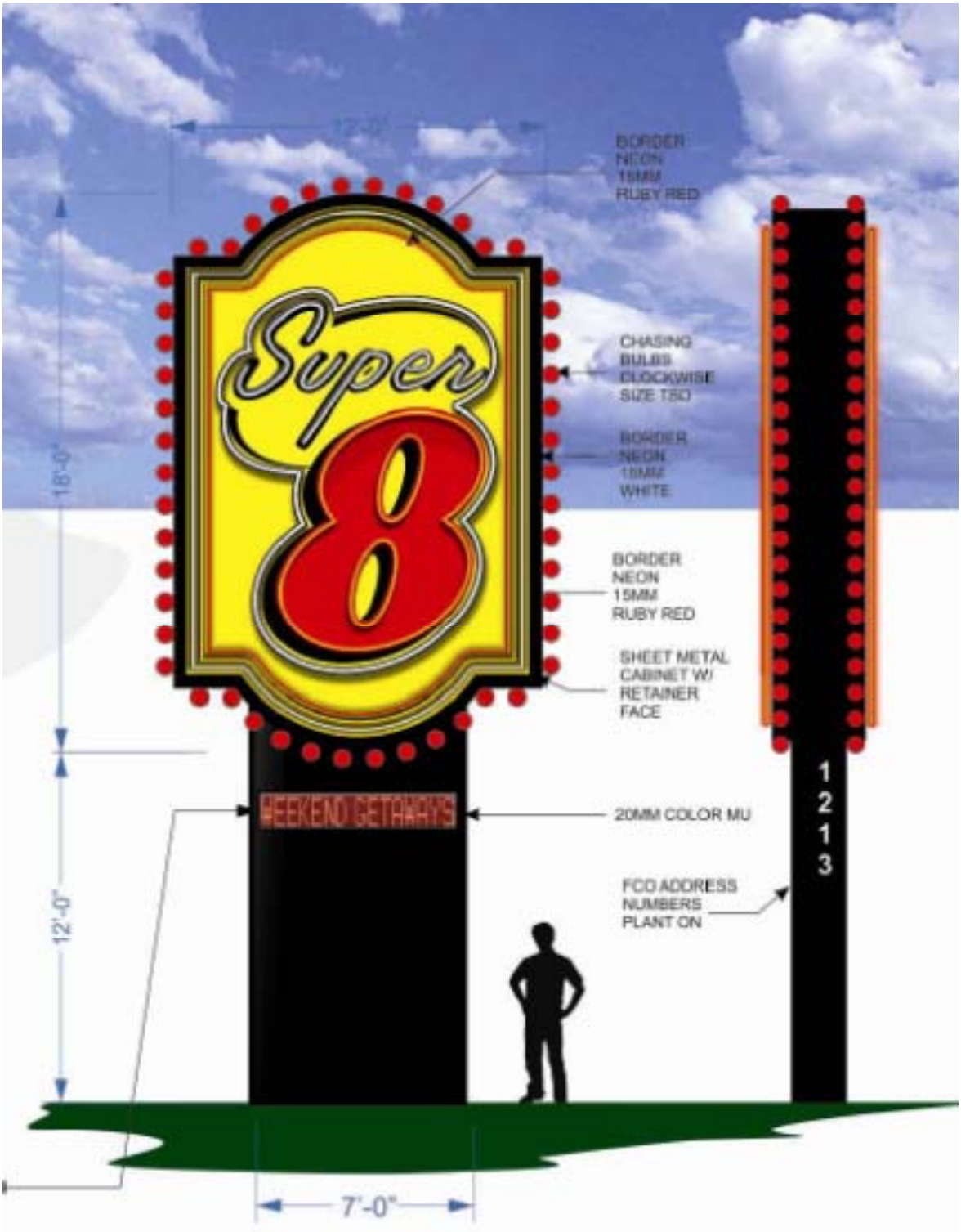
Before Photos and After Rendering

(1213 S. LAS VEGAS BLVD., LLC – 1213 S. Las Vegas Blvd. – Super 8 Motel)



Before Photos and After Rendering

(1213 S. LAS VEGAS BLVD., LLC – 1213 S. Las Vegas Blvd. – Super 8 Motel)

Before Photos and After Rendering

(1213 S. LAS VEGAS BLVD., LLC – 1213 S. Las Vegas Blvd. – Super 8 Motel)

SITE MAP

(1213 S. LAS VEGAS BLVD, LLC – 1213 S. Las Vegas Blvd. – Super 8 Motel)

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2013

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June 1998 to review Neighborhood Partners Fund applications and recommend awards to the City Council. It is designed to assist citizens in improving the quality of life for City of Las Vegas neighborhoods. The bylaws were amended in February 2000 to increase the number of members from 9 to 13 and again in March 2009 to adjust the one-year term to commence April 1. In 2010 the bylaws were amended as a housekeeping measure to clarify that members need not be a City resident. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Procedure for this Board is for appointments to be made by the Mayor and City Council:
Appointments: Mayor's designee – Greg Toussaint
Ward 1 Staff Designee – Kimberly Reid; Neighborhood Rep. - Renée Rampton
Ward 2 Staff Designee - Krystell Klinger; Ward 2 Neighborhood Rep. – Sherese Holmes
Ward 3 Staff Designee – Felix Ortiz; Ward 3 Neighborhood Rep. - Mike Brown-Cestero
Ward 4 Staff Designee – Anthony Ruggiero; Ward 4 Neighborhood Rep. – Tony Guerrero
Ward 5 Staff Designee – Ydoleena Yturralde; Ward 5 Neighborhood Rep. - AJ Powell
Ward 6 Staff Designee - Michelle Thackston; Ward 6 Neighborhood Rep. - Gerry Green

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 20, 2012
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Discussion and possible action on the appointment of members of the Neighborhood Partners Fund Board

	FY 2012-2013 Neighborhood Partners Fund Board
Representative	**Board Member**
Mayor or her designee	Greg Toussaint 9030 W. Sahara #465, Las Vegas, NV 89117
Ward 1 Staff Designee	Kimberly Reid, City Hall
Ward 1 Neighborhood Representative	Renée Rampton 229 S. Mallard Street Las Vegas, NV 89107
Ward 2 Staff Designee	Krystell Klingler, City Hall
Ward 2 Neighborhood Representative	Sherese Holmes 9421 Angelfish Drive Las Vegas NV 89117
Ward 3 Staff Designee	Felipe Ortiz, City Hall
Ward 3 Neighborhood Representative	Mike Brown-Cestero 1411 South 9th Street Las Vegas, NV 89104
Ward 4 Staff Designee	Anthony Ruggiero, City Hall
Ward 4 Neighborhood Representative	Tony Guerrero 4405 Prospect Hill Court Las Vegas, NV 89129
Ward 5 Staff Designee	Ydo Yturralde, City Hall
Ward 5 Neighborhood Representative	**(**Mrs.) AJ Powell 1236 Hart Ave Las Vegas, NV 89106
Ward 6 Staff Designee	Michelle Thackston, City Hall
Ward 6 Neighborhood Representative	Gerry Green 8321 Gorsky Las Vegas, NV 89131

Neighborhood Partners Fund Board

	Name		Appointment Date	Expiration Date	Representing
1	**Greg Toussaint** Mayor's Designee	**Reapp:**	3 /16/2011	3/30/2012	
2	**Kimberly Reid** Staff Designee	**Reapp:**	3 /16/2011	3/30/2012	**Ward 1**
3	**Renee Rampton** Neighborhood Rep	**Reapp:**	5 /18/2007	3/30/2012	**Ward 1**
4	**Krystell Klingler** Staff Designee	**Reapp:**	4 /2 /2008	3/30/2012	**Ward 2**
5	**Charles Desiderio** Neighborhood Rep	**Reapp:**	4 /16/2003	3/30/2012	**Ward 2**
6	**Vacant** Staff Designee	**Reapp:**			**Ward 3**
7	**Mike Brown-Cestero** Neighborhood Rep	**Reapp:**	4 /2 /2008	3/30/2012	**Ward 3**
8	**Anthony Ruggiero** Staff Designee Ward 4	**Reapp:**	5 /19/2010	3/30/2012	**Ward 4**
9	**Tony Guerrero** Neighborhood Representative	**Reapp:**	5 /19/2010	3/30/2012	**Ward 4**

	Name		Appointment Date	Expiration Date	Representing
10	**Ydoleena Yturralde** Staff Designee	**Reapp:**	5 /19/2010	3/30/2012	**Ward 5**
11	**Ms. AJ Powell** Neighborhood Rep	**Reapp:**	4 /5 /2006	3/30/2012	**Ward 5**
12	**Michelle Thackston** Staff Designee	**Reapp:**	4 /2 /2008	3/30/2012	**Ward 6**
13	**Gerry Green** Neighborhood Rep	**Reapp:**	4 /5 /2006	3/30/2012	**Ward 6**

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Lav amended on 2-16-2000 to increase the membership to 13 members. By-law approv 18-2009 adjusted terms to April 1 through March 30 of appointed year; By-Lav amended 5/19/2010 to clarify City residency is not required.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:
Mayor or her/his designee
Council Liaison or Staff Designee of the Councilmember for each of the six Wards
One Neighborhood Representative for each of the six Council Wards

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/ all members terms expired at the same time and adjusted to 4/1 to 3/30 in 2009. Members may be reappointed to consecutive one-year terms as necessary (Must fill unexpired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the Las Vegas City Council

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2012-27 - For Possible Action - Authorizes the reestablishment of certain types of nonconforming uses under specified circumstances. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize the reestablishment of certain types of nonconforming uses under specified circumstances. In particular, the bill will apply to tavern and sexually oriented business uses that have been terminated and not yet reestablished because of government licensing and forfeiture actions.

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. 2012-27

BILL NO. 2012-27

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE REESTABLISHMENT OF CERTAIN TYPES OF NONCONFORMING USES UNDER SPECIFIED CIRCUMSTANCES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Authorizes the reestablishment of certain types of nonconforming uses under specified circumstances.

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

SECTION 1: A parcel of land that has been used for the operation of a sexually oriented business with a tavern license, but whose use for that purpose has been discontinued and would now be prohibited or restricted under current zoning regulations, may be used again for the operation of a sexually oriented business, tavern, or both, in accordance with the provisions of Section 2 of this Ordinance, but if and only if the following criteria exist:

(A) The previous sexually oriented business and tavern, when first established, were lawfully established at that location under applicable zoning regulations, whether because no distance separation limitations existed to prohibit their establishment or because the uses so established were the first such uses established within the area;

(B) The discontinuance of the parcel for the operation of a sexually oriented business with a tavern license was the result of government licensing action that made continued operation impossible or not feasible; and

(C) Immediate reestablishment of that use of the parcel was made difficult or not feasible by reason of forfeiture of the parcel to the government and the government's subsequent ownership thereof.

SECTION 2: A parcel that meets the criteria described in Section 1 of this Ordinance may be used again for the operation of a sexually oriented business, tavern, or both, but only if:

(A) All necessary licensing and zoning-related approvals are obtained and all zoning regulations complied with, other than those that otherwise would prohibit the reestablishment of either or both of those uses; and

(B) The use of the parcel for a sexually oriented business, tavern, or both is reestablished within one year after the effective date of this Ordinance.

SECTION 3: The provisions of Sections 1 and 2 of this Ordinance shall apply notwithstanding any provision of LVMC Title 19 to the contrary.

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.

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 5-23-12
_____
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-23 – Adopts an updated Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan. Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
In 2009 the City Council adopted the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan. This bill will adopt an updated version of that Plan Element.

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

BACKUP DOCUMENTATION:
1. Bill No. 2012-23
2. Transportation & Streets and Highways Element

BILL NO. 2012-23

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AN UPDATED TRANSPORTATION & STREETS AND HIGHWAYS ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Adopts an updated Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan.

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

SECTION 1: The document entitled "Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan," including its maps and appendices, which are attached to this Ordinance, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the Transportation & Streets and Highways Element of the Las Vegas 2020 Master Plan and shall replace and supersede any corresponding element adopted previously.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

. . .

. . .

. . .

. . .

. . .

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

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

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-22-12
_____
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

TRANSPORTATION & STREETS AND HIGHWAYS ELEMENT

LAS VEGAS 2020 MASTER PLAN

executive summary

introduction

background

funding for transportation projects

existing conditions

analysis

implementation

conclusion

appendices

Adopted by
City Council 04-15-09

Revised on 02-16-11

The City of Las Vegas

Transportation & Streets and Highways Element

of the Las Vegas 2020 Master Plan

was adopted by City Council

on April 15, 2009

(Ordinance #6038)

and revised February 16, 2011

(GPA-40404).

CITY OF LAS VEGAS
TRANSPORTATION & STREETS AND HIGHWAYS ELEMENT
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EXECUTIVE SUMMARY

The Transportation and Streets and Highways Element provides a comprehensive analysis of the transportation infrastructure system within the city, and acts as a guide for decision makers to use when determining, prioritizing, and allocating resources for future projects.

The recommendations below are part of the strategy to meet present and future transportation, streets and highways needs of the city's residents, workers and visitors.

RECOMMENDATION 1: Improve consistency between transportation and land use decisions in order to reduce the number of vehicle trips and vehicle miles traveled.

New development affects transportation patterns; likewise, the circulation system is planned to facilitate new development. Roadway improvements also have an effect on existing development. An ideal level of consistency between land use and circulation is manifested in the achievement of the efficient movement of persons within areas where they live and work. Large commercial development projects make nearby residents uneasy because of the amount of traffic they produce in their area. A balance must be struck between planning for future traffic volumes while advocating the reduction of vehicles on the roads.

ACTIONS:

- Prepare a prioritized plan to construct full street improvements where sawtooth patterns exist and identify funding sources to implement this plan.
- Amend Title 19 to create standards that support the Neighborhood Traffic Management Program. Improvements could include speed bumps, dips, and street narrowing, all designed to ensure the safety and livability of local residential streets.
- Amend Title 19 to require traffic impact analyses as part of Site Development Plan Review application requirements for new construction activities generating more than 100 peak hour vehicle trips.
- Coordinate with FAST (Freeway and Arterial System of Transportation) the efficient movement of vehicle traffic through implementation of Intelligent Transportation Systems.
- Amend the land use plan to incorporate high-density residential developments along major arterial roads having transit.
- Create incentives for developers to locate high-density residential developments along major arterial roads having transit.
- Create incentives for developers to create walkable, transit-oriented mixed-use developments with complete streets that are sensitive to multiple modes of transportation and emphasize safety for non-motorized travel.
- Create incentives for investment in the transformation of existing decaying commercial-oriented suburban arterials into walkable, mixed-use, multi-modal corridors with station nodes.

RECOMMENDATION 2: Comply with existing transportation-related legislation and actively support proposed State and/or Federal legislation which generates funding, with growth potential for transportation infrastructure.

Federal SAFETEA-LU legislation mandates the maintenance of a continuing, cooperative and comprehensive transportation planning process on a regional scale. Through Clark County's metropolitan planning organization the city contributes statistical information and recommendations for implementation in addition to the list of projects proposed for inclusion in the periodic Regional Transportation Plan. The Nevada Revised Statutes contain specific transportation-related planning requirements, such as Chapter 408, that require local compliance. It is also important to proactively suggest ways in which circulation and air quality can be improved, whether through legislation or educational campaigns.

ACTIONS:

- Conduct a staff-level (Planning & Development and Public Works Departments) compliance review of all federal, state and local legal transportation-related requirements.
- Actively participate in crafting legislation that will address transportation issues affecting the city of Las Vegas by closely monitoring state assembly sessions in Carson City.
- Continue to support Question 10 taxes as sources of funding for transportation-related projects in the city through implementation of an educational program that informs the constituency of how Question 10 dollars are being spent.

RECOMMENDATION 3: Coordinate local actions with regional agencies, and undertake active efforts for transportation improvements.

Transportation issues do not stop at municipal boundaries. The issues raised by transportation in one jurisdiction can affect the quality of life in another. To maintain continuity between points within the greater Las Vegas area, regional entities must hold to similar policies and agree on actions to be taken that will mitigate these issues. To this end, the RTC and SNRPC serve this function.

ACTIONS:

- Continue to ensure interdepartmental and interagency coordination of various city planning efforts related to growth, infrastructure, and service provision.
- Continue to support the efforts of the RTC (Regional Transportation Commission of Southern Nevada) and SNRPC (Southern Nevada Regional Planning Coalition) to plan for transportation projects that affect other communities and rural areas outside the city limits.
- Continue to support and participate in regional transportation planning through working groups and committee membership.

RECOMMENDATION 4: Pursue sources that will fund the construction and maintenance of needed improvements to the city's street system.

The city's capital improvements program contains funding based on a five-year horizon, updated annually. Projects approved through the CIP process represent the approved priority list for spending capital funds. The CIP provides a link between necessary transportation improvements and the city's budget. The city must seek sources external to the General Fund to keep up with projected growth and maintain current infrastructure.

ACTIONS:

- Work to secure federal, state and local funding for all feasible capital projects and incorporate into the CIP.
- Coordinate with RTC for funding sources and/or funding allocation for proposed infrastructure needs.

RECOMMENDATION 5: Implement streetscape enhancements by coordinating with the Department of Public Works to improve the visual appearance of city streets.

Streetscaping can have a significant effect on how people perceive and interact within their community. If streetscapes appear safe and inviting for pedestrians, people are more likely to walk. This can help reduce automobile traffic, improve public health, and attract visitors to Las Vegas.

ACTIONS:

- Adopt more specific street tree requirements, such as type and placement, to supplement those in LVMC Title 19.
- Monitor and replace street trees lost due to disease or vandalism.
- Require amenities such as benches, trash receptacles, decorative street lighting, and decorative pavement alternatives along all public streets.
- Continue to install underground utilities consistent with City guidelines and regulations.
- Amend Title 19 to require streetscape widths to coincide with street classifications.
- Ensure landscape areas conform to best management practices for storm water runoff.
- Provide additional safety features in the right-of-way for pedestrians such as curb extensions and center refuge islands where applicable.
- Require utility boxes and other visual impediments to be located underground or outside of the landscape buffer zone.
- Consider whenever feasible the conversion of four-lane streets to two-lane streets to allow for additional streetscaping and alternative modes of transportation.
- Determine the feasibility of reducing street widths to reduce the amount of impervious surface and allow for a buffer between the sidewalk and roadway.
- Amend the Las Vegas Municipal Code to require landscape maintenance associations/agreements where landscaping is within the public right-of-way.

RECOMMENDATION 6: Coordinate with regional entities to fund and implement programs that aim to improve air quality in the Las Vegas Valley.

Las Vegas has made significant strides in improving air quality, but there is still more to accomplish. The region is experiencing tremendous population growth, leading to increased construction, a greater volume of automobile traffic, and heightened power demands. Such growth will negatively affect the air in and around Las Vegas. Las Vegas must achieve and maintain "attainment status" for carbon monoxide, particulate matter and ozone for the general health, safety, and welfare of its citizens.

ACTIONS:

- Create a trip reduction plan to develop, implement, and report annually on plans to reduce single occupant vehicle ridership for city employees.
- Maintain compliance with Clean Air Act standards and keep levels of mobile and stationary pollution below federal limits.
- Support RTC Ride Share, Park-and-Ride and other travel demand management programs that aim to reduce the volume of single-occupancy vehicles on city roadways.
- Continue to augment the city's fleet of non-gasoline powered vehicles for use in municipal-related activities.
- Continue to seek funding from CMAQ for transportation projects in the city that reduce emissions.

INTRODUCTION

An efficient and effective transportation system is a fundamental need of the city of Las Vegas and its residents, businesses and visitors. The Transportation and Streets and Highways Element is more than a description of a transportation system. It is a plan that addresses infrastructure needs to facilitate the mobility of people, goods and services. The location and design of roadways, as well as modal choices (automobile, bus, bicycle, walking), have significant consequences on land use patterns, air quality, plant and animal habitats, and community appearance. Streets and highways not only move people and goods, but also affect the community's economic and social environments. Ever-increasing congestion on streets and highways increases commuting time, driver frustration, business inefficiency, and pressure on neighborhoods. The Transportation and Streets and Highways Element addresses how roadway, transit, rail, freight, bicycle, and trail systems can be planned to achieve modal choice and maximum mobility in a manner consistent with community character and environmental protection.

View of the city looking east towards the downtown area.

PURPOSE

The purpose of the Transportation and Streets and Highways Element is twofold. First, this document is intended to address the requirements of state law, as set forth in the Nevada Revised Statutes (NRS) Sections 278.150 through 278.160; and second, to recommend strategies and actions to facilitate implementation of the goals, objectives, and policies contained in the Las Vegas 2020 Master Plan ("Master Plan") related to transportation issues.

The Transportation and Streets and Highways Element must accomplish the following:

- State goals, objectives and policies to guide implementation of transportation planning measures;
- Compile a comprehensive listing and description of the street network, grade separations, and terminals;
- Describe building line setbacks, the functional classification system, and street addressing and numbering used within the city of Las Vegas;
- Support the city's Sustainability Initiative;
- Analyze short and long term goals and priorities for transportation planning;
- Describe the city's role in facilitating the development of streets and highways;
- Evaluate the effectiveness and potential benefit of land-use tools in transportation planning;

- Identify strategies/actions to enhance the city's role in coordinating transportation planning and implementation with the Regional Transportation Commission of Southern Nevada and other governmental entities.

Median area at intersection of Las Vegas Boulevard and Fourth Street.

ENABLING LEGISLATION

The Nevada Revised Statutes, Sections 278.150 through 278.230, contain legislation enabling the development and adoption of a master plan. Subsection 4 of NRS Section 278.150 states:

> *In counties whose population is 400,000 or more, the governing body of the city or county shall adopt a master plan for all of the city or county that must address each of the subjects set forth in subsection 1 of NRS 278.160.*

Subsection 3 of NRS 278.170 states:

> *In counties whose population is 400,000 or more, the commission shall prepare and adopt a master plan for all of the city or county that must address each of the subjects set forth in subsection 1 of NRS 278.160.*

The subject matter of the master plan is stated in NRS 278.160:

> *Except as otherwise provided in Subsection 4 of NRS 278.150 and Subsection 3 of NRS 278.170, the master plan, with the accompanying charts, drawings, diagrams, schedules and reports, may include such of the following subject matter or portions thereof as are appropriate to the city, county or region, and as may be made the basis for the physical development thereof:*

The Nevada Revised Statutes has required a Transportation Plan and a Streets and Highways Plan as components of master plans since the approval of master plan language by the state legislature in 1941 (Senate Bill 30).

NRS 278.160, Subsections (p) and (r) state that the master plan must include the following elements:

> *(p) Streets and highways plan. Showing the general locations and widths of a comprehensive system of major traffic thoroughfares and other traffic ways and of streets and the recommended treatment thereof, building line setbacks, and a system of naming or numbering streets and numbering houses, with recommendations concerning proposed changes.*

(r) Transportation plan. Showing a comprehensive transportation system, including, without limitation, locations of rights-of-way, terminals, viaducts and grade separations. The plan may also include port, harbor, aviation and related facilities.

A circulation plan was included as part of the city's 1992 General Plan. The circulation plan, however, did not include that which was mandated by the adoption of Assembly Bill 182 on June 5, 2001 during the 71st Session of the Nevada Legislature that requires the inclusion of these two elements within master plans for cities within a county population greater than 400,000.

PLANNING CONTEXT

The Transportation and Streets and Highways element will replace the circulation plan in the 1992 Las Vegas General Plan. After experiencing a 73 percent increase in population during the 1990s[1] and having concerns about the negative impacts associated with rapid growth, the city embarked on a new two-phased master plan project. The Master Plan, adopted by the City Council on September 6, 2000, represents Phase I of the Master Plan project, forming the framework for the contents of Phase II: a series of elements intended to comply with applicable state laws concerning the physical development of the city. The Transportation and Streets and Highways Element is among the elements identified for completion during Phase II of the Master Plan project.

The "Rainbow Curve" section of US 95.

1 *Las Vegas 2020 Master Plan Policy Document (Sept. 6, 2000), p. 5.*

RELATIONSHIP TO THE LAS VEGAS 2020 MASTER PLAN

Traffic on Alta Boulevard, west of Rancho Drive.

The Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to transportation planning. As a component of the Master Plan, the Transportation and Streets and Highways Element is intended not only to satisfy NRS requirements, but also to provide a comprehensive document that will assist with the long-range planning of the future expansion of and improvements to the public transportation system to meet the needs of the city as it continues to grow. This element provides a baseline of detailed information that will aid in the decision-making processes that determine the city's funding priorities with respect to transportation, streets and highways. The Transportation and Streets and Highways Element links the broad policies of the Master Plan with capital improvement programming, and will assist city decision makers and relevant agencies vested with developing public transportation infrastructure.

GOALS, OBJECTIVES AND POLICIES

The Master Plan consists of a series of goals, objectives and policies and a collection of plans, or elements. The policy document, adopted by the City Council in September 2000, contains a broad policy structure intended to direct the actions of the City regarding land use and development over the period from 2000 to 2020. The individual elements are intended to provide more specific direction, through detailed analysis and recommended actions, as to how the City should react to certain issues.

The Master Plan policies are organized into seven themes developed by the Master Plan Steering Committee. Realization of these policies requires long-term planning commitments integrated with the strategic plan and Capital Improvement Plan. Some of the themes follow geographic boundaries: Reurbanization (Downtown), Neighborhood Revitalization (central city areas), and Newly Developing Areas (Centennial Hills). Others are broad topic areas that apply to the entire city. Each theme contains goals, objectives and policies that provide broad policy context for that area.

The following goals, objectives, and policies from the Las Vegas 2020 Master Plan provide the policy framework and direction for this element:

NEIGHBORHOOD REVITALIZATION

GOAL 2: Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation.

OBJECTIVE 2.1: To focus residential reinvestment on transitional sites within the central city area at densities that support mass transit usage.

POLICY 2.1.3: That urban hubs at the intersections of primary roads, containing a mix of residential, commercial and office uses, be supported.

NEWLY DEVELOPING AREAS

GOAL 3: Newly developing areas of the city will contain adequate educational facilities, and recreational and open space and be linked to major employment centers by mass transit, including buses, and by trails.

OBJECTIVE 3.1: To ensure that new residential subdivisions, with the exception of areas currently designated as rural preservation neighborhoods by Nevada statute, are developed into walkable communities, where reliance on auto trips for convenience shopping and access to education and recreation is minimized, and where development densities support transit.

POLICY 3.1.1: That residential developers be encouraged to provide traffic calming measures in new residential neighborhoods, and where appropriate, narrower local streets. Standards for narrower local streets shall provide adequate access for emergency vehicles and the disabled. Where possible, sidewalks should be separated from the curb by a landscaped amenity zone within the dedicated right-of-way, with a tree canopy along the sidewalk.

POLICY 3.1.5: That urban hubs at the intersections of primary roads, containing a mix of high density residential, commercial and office uses, and containing pedestrian linkages, be supported.

REGIONAL COORDINATION

GOAL 7: Issues of regional significance, requiring the city of Las Vegas to coordinate with other government entities and agencies within the Valley, will be addressed in a timely fashion.

OBJECTIVE 7.1: To ensure that the natural resources of the city, particularly those that directly support an enhanced quality of life for its residents, are protected.

POLICY 7.1.1: That air quality throughout the city be improved through the reduction of carbon monoxide from automotive emissions and through the reduction of dust particulates.

OBJECTIVE 7.3: To ensure that public safety problems are fully and adequately identified and that long-term solutions are identified and implemented by the respective local government departments and agencies vested with those responsibilities.

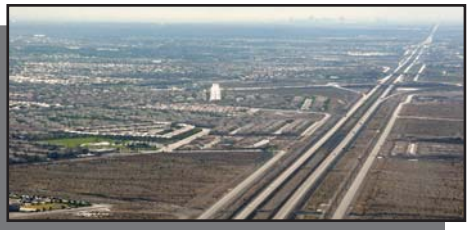
POLICY 7.3.5: That the city work with the Clark County Regional Transportation Commission, the Nevada Department of Transportation and local governments in the Las Vegas Valley to ensure that the roadway network is planned and developed to meet the needs of the anticipated population growth in the Valley, and provides for multi-modal transportation opportunities.

POLICY 7.3.6: That the city, in conjunction with the Clark County Regional Transportation Commission and local governments in the Las Vegas Valley, work to achieve a shift towards greater reliance on mass transit for home-to-work trips and to make transit usage a more attractive daily travel alternative. In particular, that the affected parties pursue options for a fixed guideway system where appropriate.

BACKGROUND

HISTORY OF TRANSPORTATION AND STREETS AND HIGHWAYS IN LAS VEGAS

The first streets to be platted in the city of Las Vegas were part of the Las Vegas Original Townsite, owned by John T. McWilliams. Grading for the railroad tracks passing through the area commenced in the summer of 1904, shortly before the plat was filed. The site was located to the west of the existing Union Pacific rail line paralleling present-day Main Street.



View of US 95 from the north looking south towards the city.

Fremont Street, which was included in William A. Clark's competing town site, became the first paved road in the city of Las Vegas in 1925.[2] It also became the first street with a traffic signal.[3] It was the only east-west street on Clark's plat intended for commercial uses, and it provided a route to the train depot on its western end. In 1995, five blocks of Fremont Street were closed to vehicular traffic after the establishment of the Fremont Street Experience, a pedestrian mall covered by a vaulted roof.

The federal government was instrumental in the growth and modernization of Las Vegas. Hoover Dam (then Boulder Dam) began construction in 1931. The railroads were expanded to meet the demand for transportation of persons, goods and services. Federal highways connected other destinations to the city, as people came for employment or entertainment. Federal money funded public works projects such as street paving, bridges and expansion of the city's infrastructure.[4] With assistance from Congress, funds were secured for the construction of what became Nellis Air Force Base and also of the terminal for the present-day McCarran Airport.

Passenger rail service was the predominant mode of transportation to points outside Las Vegas. Due to the harshness of the desert climate and lack of adequate facilities, road travel through the 1930s was often treacherous.[5] Passenger rail service severely declined in the 1960s as the automobile became the dominant mode of transportation, and the rails became exclusively freight routes.

From 1926, when it was commissioned, until 1974, US Route 91 was the major highway route linking Las Vegas and Los Angeles. US Route 93 running through the city to Hoover

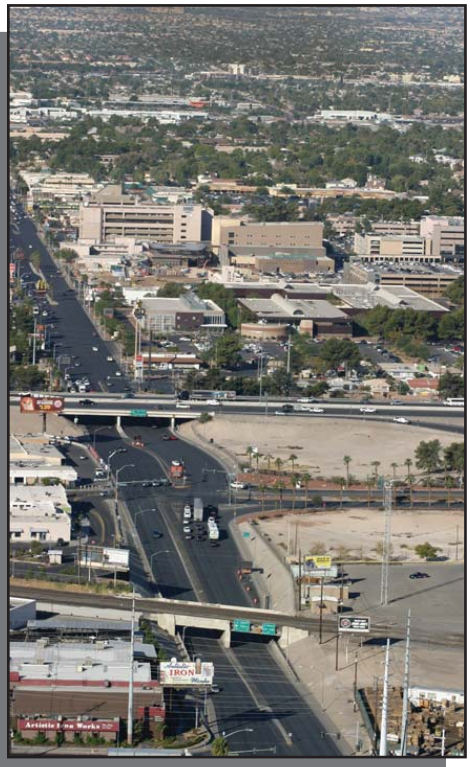
2 *Joan Burkhart Whitely and A. D. Hopkins, Young Las Vegas: 1905-1931: Before the Future Found Us (Las Vegas: Stephens, 2005), p. 196.*

3 *Frank Wright, Nevada Yesterdays: Short Looks at Las Vegas History (Las Vegas: Stephens, 2005), p. 30.*

4 *City of Las Vegas, Historic Properties Preservation Plan Element, Las Vegas 2020 Master Plan (City of Las Vegas: Sept. 5, 2007), p. 17.*

5 *See Wright, p. 29 for examples of rough travel in the Las Vegas area.*

Dam was completed by 1936, and US Route 95 entered southern Nevada from the north in the mid 1940s in an eventual path to the Mexican border. Route 91 was decommissioned in 1974 after I-15 was constructed parallel to the route, which had followed Las Vegas Boulevard.[6] As traffic demand increased within the greater metropolitan area, US 95 was shifted to a newly completed freeway, the Oran K. Gragson Expressway, in 1982. This freeway carried traffic from Henderson north and west to newer neighborhoods within the city of Las Vegas and connected them to what had been called the Tonopah Highway on present-day Rancho Drive. Although not entirely located within the city limits, the first portions of the Bruce Woodbury Beltway began construction in 1993 to encircle the urbanized area. Work continues on the 53-mile stretch that begins in Henderson at the intersection of US 95 signed as I-215 and known as CC 215 west of the freeway's south intersection with I-15. The Beltway proceeds from there through the northwest neighborhoods of Las Vegas to North Las Vegas and its terminus at I-15 near the Las Vegas Motor Speedway. Once the entire length of the Beltway achieves freeway status, which is expected by 2013, it will be signed as I-215.[7]



Charleston Boulevard looking west towards I-15.

CURRENT TRANSPORTATION PLANNING DOCUMENTS

The city of Las Vegas' rapid growth in the last two decades has created new challenges in the area of transportation. From July 1, 2000 to July 1, 2008, population in the Las Vegas Valley increased 45 percent, even accounting for slowed growth in 2007 and 2008.[8] As is common in many areas of the western United States, where density is relatively low and land plentiful, the automobile is the mode of choice for residents of the city. According to recent figures, there are 2.076 vehicles per household in the city, a five percent increase from 2000. Between 2000 and 2007, approximately 22,000 additional vehicles were added to the city's roadways.[9] There have been recent efforts to reduce dependency on the automobile and increase ridership of mass transit; however, use of alternative modes of transportation has not had a large impact on energy conservation, air quality, or efficiency of travel within the city. Transportation is a regional issue; therefore, the issues concerning transportation are not just limited to the city of Las Vegas or any other single jurisdiction. Many of the issues the city faces are similar to those experienced by Clark County, Boulder City, Henderson, and North Las Vegas.

6 *Eugene P. Moehring and Michael S. Green, Las Vegas: A Centennial History (Reno: University of Nevada Press, 2005), p. 74.*

7 *Clark County, Nevada Department of Public Works, retrieved from* ***www.accessclarkcounty.com/depts/public_works/pages/beltway.aspx***

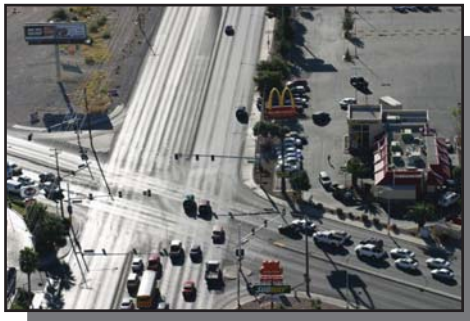
8 *Clark County, Nevada Comprehensive Planning Department, Southern Nevada Annual Consensus Population Estimates, 2000-2008.*

9 *U.S. Census Bureau, 2000 Census and July 1, 2007 Population Estimate.*

The circulation system is the basic framework upon which the urban and regional form is shaped. Streets and highways not only move people and goods throughout the region, but also affect the community's social and economic environment. The location and design of roadways have significant consequences on land use patterns, air quality, plant and animal habitats, and community appearance. Therefore, a plan is needed to describe the existing conditions of Las Vegas' circulation system, the issues that have arisen out of these conditions, and the policies to address the issues and direct the future course of transportation planning in the city.

CIRCULATION PLAN, 1992

The Las Vegas 2020 Master Plan currently does not contain a document to address transportation and streets and highways issues and policies. A Circulation Plan was adopted by the City Council as part of the General Plan update on April 1, 1992 for the purpose of providing a general, comprehensive and forward-looking transportation system plan to meet the various needs of residents, visitors, and businesses in the city of Las Vegas. The Circulation Plan combined traffic circulation, mass transit, paratransit, bicycle, pedestrian, equestrian, air, and rail considerations into a single document. Fundamentally, the Circulation Plan described the city's street network and functional classification. It listed the various modes of transportation in the city of Las Vegas and evaluated levels of service for automobile traffic. Most projects and policies were planned to be implemented between 1992 and 1994, or were ongoing. This document has not been updated since its adoption.



Intersection of Cheyenne Avenue at Rancho Drive.

The stated goal of the Circulation Plan, in accordance with NRS 278.160, was to "develop a comprehensive circulation system serving local as well as regional needs for existing and future developments." Five issues were identified and addressed within the Plan concerning circulation within the city:

- The need for a balance between the circulation system and the development of land;
- The need for provision of a safe and efficient roadway system that addresses increased congestion;
- The need to provide alternative modes of transportation to the private automobile;
- The need for cooperation between municipal and regional governments and entities; and
- The need to improve air quality.

Taking into account that new development impacts transportation patterns and also that the circulation system is planned to facilitate new development, the 1992 Circulation Plan recommended that the zoning ordinance be amended to require a traffic impact analysis early in the development

review process for all development projects that generate more than 100 vehicle trips during peak hours. The zoning ordinance was never amended to include this requirement. The Public Works Department regularly places a condition of approval on development applications to require a traffic impact analysis after project approval for developments that generate more than 100 vehicle trips during peak hours. Currently, these studies are usually required prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a map subdividing a site. Compliance with the recommendations of the analysis must occur prior to occupancy of a structure.

It was recognized that roadway planning would need to be sensitive to a wide range of land uses. For example, planning wide arterials within an area of low-density residential land uses could have unintended consequences such as more frequent accidents and the isolation of entire neighborhoods within the boundaries of the arterials. A later circulation study for the Centennial Hills Sector recommended alternatives of a more rural development character.[10] By 1993, amendments were proposed to the subdivision ordinance to allow for more flexibility in street improvement requirements, namely for roads in low traffic areas, to fit the rural character of some areas. According to the Public Works Department, the city has allowed roll curbs on residential streets classified as minor collector (60-foot right-of-way) or local (51-foot right-of-way) since 1984, and since 2001 has allowed the requirements for streetlights to be deferred through City Council approval and a covenant running with the land.

A safe, efficient street network is the product of efficient traffic flow. Problems occur when the free movement of traffic is interrupted, whether due to an accident, street design, sudden changes in speed, or unsynchronized traffic signals. Although the city had implemented a policy prior to the 1992 document to require property owners to improve adjacent rights-of-way in conformance with the goals and objectives of the General Plan, subsequent development continued to contain zigzags where only half of the roadway had been dedicated and improved. To reduce the number of these "sawtooth" alignments, a task force was planned that would investigate whether it would be possible to make roadway improvements earlier in the development process. This task force was never created. However, the Department of Public Works currently requires developers to construct tapers where legally able to safely divert traffic around sawtooth road segments. The problem persists because it is not possible to require adjacent owners who have not improved their properties to pay for half-street offsite improvements. In most cases, the right-of-way that is needed to expand the roadway does not exist and the

10 *City of Las Vegas Department of Public Works, Northwest Consensus Study (Mar. 3, 2003).*

city does not have any legal mechanism to require developers of adjacent properties to extend pavement beyond their own property lines. Conditions of approval for some newer city developments require developers to construct improvements to mitigate disconnected streets or sawtooths adjacent to their property.

Another program engendered by the Circulation Plan that addressed safety issues was the Neighborhood Traffic Management Program (NTMP). This program, adopted by the City Council in 1995, was intended to reduce cut-through traffic on local streets by using traffic management devices such as speed humps, traffic circles and road closures. The Department of Public Works is responsible for the implementation of this program. In September 2001, an updated manual was added to the NTMP that explains the program and the procedures citizens must follow to request traffic calming measures.[11] If calming is needed, City Council approval is required and the devices are constructed as funds become available.[12] According to Department of Public Works records, there have been 538 requests for neighborhood traffic calming devices since the program's implementation. Traffic calming measures were constructed following 122 of the 538 requests.

The 1992 Circulation Plan did not directly discuss grade separations as directed by NRS. However, an upgrade of the "Spaghetti Bowl" (the intersection of Routes I-15 and US 95) was planned, and alternatives were to be discussed regarding the upgrade of the I-15/Charleston Boulevard interchange. The Nevada Department of Transportation (NDOT) and The Regional Planning Commission of Southern Nevada (RTC) collaborated with the city of Las Vegas, the city of Henderson, the city of North Las Vegas and Clark County to plan the Bruce Woodbury Beltway to serve outlying areas of the urban area and to provide a bypass alternative from I-15 to US 95. A major widening of US 95 within the city limits was completed in the first quarter of 2008 and contains HOV (High Occupancy Vehicle) lanes as well as ramp meters to more efficiently manage traffic. Single-point urban interchanges (SPUIs), which allow traffic to proceed through one intersection as it enters or exits the freeway (as opposed to two), were built after this plan was adopted to reduce congestion and to use less right-of-way.

Another objective of the Circulation Plan was to reduce air pollution by improving levels of service on freeways and surface roadways, thereby relieving congestion. Proposed programs centered on travel demand management strategies that included reducing the number of single-occupancy vehicles and promoting alternative modes of transportation. The city of Las Vegas participates in the RTC Club Ride carpooling program. Participation in Club Ride has increased from an

11 City of Las Vegas, Streets: A Users' Manual (Las Vegas: 2001).
12 City of Las Vegas Department of Public Works, Policy 30.33, Dec. 12, 2002.

average of 250.16 commutes per month in 2005 to 379.5 commutes per month in 2008 and is up significantly from its lowest point of 174.5 commutes per month in 2006. Per data provided by the RTC, the city of Las Vegas has reduced employees' total automobile vehicle miles traveled (VMT) through the Club Ride program by 162,434 miles since 2005.[13] The city also has allowed an alternative work schedule program where some employees may be permitted to work a four-day work week, a nine-day, 80-hour work schedule, or some other form of alternate work schedule. Currently, 1,691 of the city's 2,912 employees (58 percent) use an alternate work schedule.

Appendix A evaluates the progress made on the specific goals of the circulation plan outlined above. Many of the short-term objectives were achieved. Please refer to this document for a more detailed analysis.

MUNICIPAL CODE

Minimum design and construction standards for roadways that are part of land divisions created through the subdivision mapping process are contained within the city of Las Vegas Subdivision Ordinance, re-codified and adopted as Title 18 of the Las Vegas Municipal Code on December 15, 1982 and most recently amended November 5, 2008.[14] Title 18 includes standards for streets, both public and private; sidewalks, alleys, driveways, block sizes, street terminations, and the provision of water and sewer infrastructure. Title 18 ensures compliance with NRS Chapter 278, Sections 320 to 4965, pertaining to the subdivision of land; the 2020 Master Plan; and all regulatory documents under the city's jurisdiction. The Planning & Development Department is responsible for administering and enforcing the provisions of Title 18, except where noted within the document.

Subdivision maps may be platted for commercial as well as residential developments. Additionally, right-of-way and public easement abandonment procedures are governed by Title 18, which covers any petition for the city to relinquish its interest in government patent easements, public streets, alleys, or other rights-of-way.

Standards within Title 18 may be waived through a hearing process, except where indicated. The hearing may be public or non-public. An ordinance[15] adopted in 2007 allows the City Traffic Engineer to administratively approve minimum intersection offsets if the safe accommodation of traffic circulation can be demonstrated. A developer may also be granted a deviation from technical design standards of infrastructure improvements not included in Title 18 through an administrative process, if acceptable to the City Traffic Engineer.

REGIONAL TRANSPORTATION PLAN, 2009-2030

The Las Vegas metropolitan area is a collection of incorporated cities and unincorporated areas with interrelated employment, housing, educational, and recreational services. These communities and services are linked to each other by a network of roads and streets that enable vehicular access. Federal transportation legislation requires urbanized areas of over 50,000 persons to establish a Metropolitan Planning Organization (MPO) to implement federal transportation

13 *Regional Transportation Commission of Southern Nevada (RTC), July 2008.*
14 *City of Las Vegas Ord. 6010, Nov. 5, 2008.*
15 *City of Las Vegas Ord. 5934, Sept. 19, 2007.*

planning policy.[16] One function of the MPO is to develop and regularly update a long-range transportation plan for the area it covers for at least a 20-year period.[17] To this end, the designated MPO for Clark County (the Regional Transportation Commission of Southern Nevada) produces the Regional Transportation Plan (RTP).

The most recent comprehensive plan was adopted November 13, 2008 by the RTC in accordance with the federal requirements. The RTP, which analyzes existing transportation issues, identifies goals for improvement of the roadway system and the measures to implement them, and helps to achieve the MPO's responsibility to maintain a continuing, cooperative and comprehensive ("3-C") transportation planning process. The RTP is the result of a transportation planning process that considers input and recommendations from local governments, their technical staffs and citizens. Another RTP feature lists all projects sponsored by the various entities in the metropolitan area with their expected cost schedules and completion dates. The area covered by the RTP corresponds to the area contained within the current Bureau of Land Management Disposal Boundary, shown in Map 1.

The current RTP, which covers the years 2009 to 2030, by law, must consider projects and planning strategies that will increase the safety and efficiency of the metropolitan transportation system.[18] The following table lists the minimum federal requirements for the metropolitan planning process and the corresponding goals of the Plan:

Table 1: Regional Transportation Plan Compliance with Federal Requirements

Federal Requirements for Metropolitan Planning	RTP Goals
Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and state and local planned growth and economic patterns.	Implement transportation systems that improve air quality and protect the environment.
Enhance the integration and connectivity of the transportation system for people and freight across all types of modes.	Develop fully integrated modal options.
Support the economic vitality of the metropolitan area, by enabling global competitiveness, productivity and efficiency.	Secure funding for expansion, operation and maintenance of transportation systems and routes. Enhance the efficiency of existing transportation facilities.
Emphasize the preservation of the existing transportation system.	Enhance public awareness and support of the regional transportation system.
Promote efficient transportation system management and operation.	Improve access to mass transportation facilities and services.
Increase the safety and security of the transportation system for motorized and non-motorized users.	Improve safety and security for all travelers.
Increase the accessibility and mobility of people and freight.	Support more efficient freight movement.

Source: Regional Transportation Commission of Southern Nevada, Regional Transportation Plan 2009-2030, p. ES-3; Federal Transit Administration, 49 U.S.C. Sec. 5303(h)(1), "Metropolitan Transportation Planning."

16 *Federal Highway Administration (FHWA), 23 USC §134(d); Federal Transit Administration (FTA), 49 USC §5303(d).*
17 *FHWA, 23 USC §134(i)(2)(A); FTA, 49 USC §5303(i)(2)(A).*
18 *FHWA, 23 USC §134(a); FTA, 49 USC §5303(a).*

In addition to meeting these goals, federal law requires that the RTP contain at least the following:

- Identification of transportation facilities
- Mitigation activities
- Financial plan
- Operational and management strategies
- Capital investment and other strategies
- Transportation and transit enhancement activities
- Public participation plan

The 2009-2030 RTP contains multiple sections demonstrating compliance with the policy objectives aligned with the goals of the Plan. The most recent federal transportation funding bill, entitled the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), enacted in August 2005, requires the topics of safety, security and environmental mitigation to be addressed.

Federal and state funding for all listed projects proposed for the region is $13.30 billion over the 21 years that the Regional Transportation Plan covers.[19] Federal approval of the RTP is expected in early 2009.

TRANSPORTATION IMPROVEMENT PROGRAM FY 2009-2012

Analysis of the first four years covered by the Regional Transportation Plan is compiled into a separate document called the Transportation Improvement Program (TIP). SAFETEA-LU requires that the TIP be updated at least once every four years;[20] however, in Southern Nevada, this plan is updated more frequently, allowing for changes in the functional classification of roadways, changes in expected project completion dates, more recent data and upgraded projections. The legislation requires that reasonable proof of funding be shown for any project included in the document and that projects show compliance with current air quality standards.

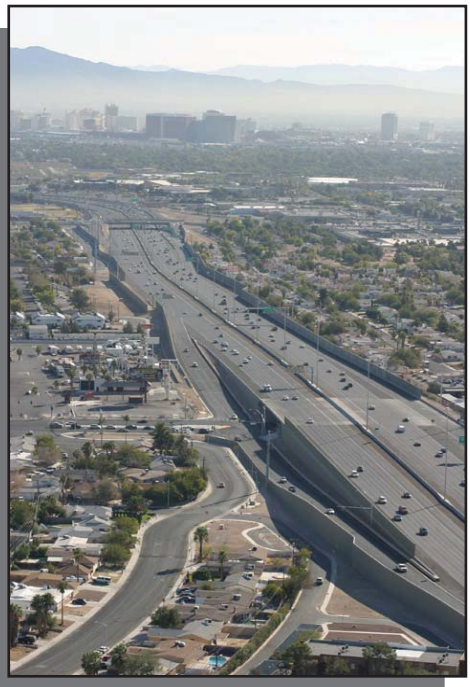
SAFETEA-LU mandates a review period that allows the public an opportunity to comment on all projects included in the TIP.[21] Projects are adopted through advisory committees, which are open to public participation.

According to the 2009 TIP, about $3.29 billion from all funding sources is scheduled for all regional projects through FY 2012,[22] with about $505.8 million earmarked for significant projects within or affecting the city of Las Vegas, including transit projects.[23] Another $180 million in local funds had been

19 *RTC, Regional Transportation Plan, Fiscal Year 2009-2030, p. ES-13.*
20 *Federal Highway Administration (FHWA), 23 USC §134(j)(1)(D); FTA, 49 USC §5303(j)(1)(D).*
21 *FTA, 49 USC §5303(i)(5).*
22 *RTC, Transportation Improvement Plan Fiscal Year 2007-2012, p. 13.*
23 *Ibid., pp. T1-23 – T1-43. Also see FHWA, 23 USC §134(j)(3)(B) and FTA, 49 USC §5303(j)(3)(B).*

scheduled for non-regionally significant and locally funded projects in the city through Fiscal Year 2010.[24] The list of projects ranges from roadway improvements and bridge repairs to dust mitigation and identification of transit needs for all transportation modes. Table 2 summarizes the regionally significant projects in the most recent TIP that are both wholly and partially within the city limits. Table 3, which summarizes transit projects, is a subset of Table 2.

24 *RTC, Transportation Improvement Plan Fiscal Year 2007-2010, Appendix II, pp. 9-12.*



US 95 at Jones Boulevard looking east towards downtown Las Vegas.

Table 2: Regionally Significant, Non-Locally Funded Projects in 2009-2012 TIP, City of Las Vegas

Location	Project	Projected Funding Date	Scheduled Cost ($ Millions)	Funding Sources
US 95	Acquisition of ROW and widening to 8 lanes, addition of HOV and auxiliary lanes from Washington Ave to Ann Rd	FY 2009-11	156.463	AB 595, SAFETEA-LU High Priority Projects
Horse Drive at US 95	Acquisition of ROW and construction of 6-lane overpass with US 95 interchange	FY 2009-10	42.345	Q10, RTC Gas Tax, SAFETEA-LU High Priority Projects
I-15 to US 95	Preliminary engineering for construction of system-to-system ramps (Project Neon)	FY 2009	15.000	AB 595
Sheep Mountain Pkwy	Preliminary engineering and ROW for interchanges at US 95 and CC215	FY 2009	14.999	RTC Gas Tax
Martin L. King Blvd	Acquisition of ROW and construction of 6-lane overpass and grade separation at Oakey Blvd as part of connector to Industrial Rd. (Project Neon)	FY 2009-11	14.344	AB 595, SAFETEA-LU High Priority Projects
Bonneville Ave and Clark Ave from Casino Center Blvd to Las Vegas Blvd	Preliminary engineering and construction of one-way couplet and landscaping	FY 2009-10	13.114	STP Enhancements, RTC Gas Tax
US 95	Preliminary engineering and construction of landscaping improvements from Martin L. King Blvd west to Rainbow Blvd.	FY 2009	10.000	NDOT Bonded Funds
Sheep Mountain Pkwy	Preliminary engineering and NEPA process for new roadway between CC215 and I-15	FY 2009-10	9.356	Q10, RTC Gas Tax, FY08 Appropriations Act
Rainbow Blvd from Desert Inn Rd to U.S. 95	Construction of intersection improvements at DI, Oakey, Charleston and Alta	FY 2009-10	7.350	CMAQ, Q10
I-15	Construction/widening from the Spaghetti Bowl north to Craig Road	FY 2009	7.000	Public Lands Highways

Location	Project	Projected Funding Date	Scheduled Cost ($ Millions)	Funding Sources
Kyle Canyon Rd	Preliminary engineering for interchange at US 95	FY 2008-10	6.00	Private Developers, STP Statewide
Rancho Dr	Preliminary engineering for signal interconnects and timing infrastructure from Sahara Ave to Rainbow Blvd	FY 2009	5.480	CMAQ
Rainbow Blvd at Sahara Ave	Acquisition of ROW and construction of intersection improvements	FY 2010-11	5.300	CMAQ, Q10
I-15	Preliminary engineering and acquisition of ROW for widening/HOV lanes from Sahara Ave to the Spaghetti Bowl	FY 2009	5.000	NHS
US 95	Preliminary engineering for widening to 8 lanes from Ann Rd to Kyle Canyon Rd	FY 2012	4.000	AB 595
Summerlin Pkwy	Acquisition of ROW and widening to 8 lanes from CC215 to US95	FY 2009-12	3.560	Q10
Union Pacific RR at Union Park	Preliminary engineering and construction of pedestrian bridge across UPRR to Main Street	FY 2009	3.500	FY04 Appropriations Act, Local Funds
Stewart Ave	Landscaping and roadway rehabilitation from Main St to Maryland Pkwy	FY 2009-10	3.424	RTC Gas Tax, STP Enhancements
Craig Rd	Preliminary engineering and construction of ITS and signal infrastructure improvements from Tenaya Way to Decatur Blvd	FY 2009	0.511	Q10
TOTAL			**327.60**	

Source: Transportation Improvement Plan Fiscal Year 2009-2012. Regionally significant projects are those roadways classified as principal arterials or higher in the Las Vegas Urbanized Area Roadway Functional Classification System; all federally funded projects; all transit projects; and all bicycle and pedestrian projects.

Table 3: Transit Projects in 2009-2012 TIP in or affecting the City of Las Vegas

Project	Projected Funding Date	Scheduled Cost ($ Millions)	Funding Sources	Sponsor
BRT fleet expansion	FY2009-10	60.000	RTC Sales Tax	RTC
Bus fleet replacement program	FY2009-12	47.351	FTA, RTC Sales Tax	RTC
Paratransit fleet replacement	FY2009-12	26.775	FTA, RTC Sales Tax	RTC
Central City Intermodal Transportation Terminal	FY2009	6.418	FTA, RTC Sales Tax	RTC
Park and Ride Lots	FY2010-12	6.000	FTA, RTC Sales Tax	RTC
Paratransit fleet expansion	FY2009-12	7.374	FTA, RTC Sales Tax	RTC
RTC Coordinated Public Transit-Human Services Transportation Plan Projects	FY2010-12	4.908	FTA, Local Funds	RTC
Park and Ride Lot – US 95/Durango	FY2009	4.000	FTA, RTC Sales Tax	RTC
Park and Ride Lot – Durango/Westcliff	FY2009	3.978	FTA, RTC Sales Tax	RTC
US 95 Express Transit Service – Durango to Downtown	FY2009-12	2.950	CMAQ	RTC
RTC Coordinated Public Transit-Human Services Transportation Plan Projects	FY2010-12	1.979	FTA, Local Funds	RTC
Regional Paratransit service	FY2009	1.512	FTA, Local Funds	RTC
Regional transit bus stop and shelter program	FY2009-12	1.140	FTA, RTC Sales Tax	RTC
Regional transit security systems	FY2009-12	1.500	FTA, RTC Sales Tax	RTC
Summerlin Transit Center shelters	FY2010	0.600	FTA, RTC Sales Tax	RTC
Upgrade transit shelters – Las Vegas Blvd	FY2009	0.600	FTA, RTC Sales Tax	RTC
Regional express transit system development	FY2012	0.400	CMAQ	RTC
TOTAL		**177.48**		

Source: Transportation Improvement Plan Fiscal Year 2009-2012. Regionally significant projects are those roadways classified as principal arterials or higher in the Las Vegas Urbanized Area Roadway Functional Classification System; all federally funded projects; all transit projects; and all bicycle and pedestrian projects.

UNIFIED PLANNING WORK PROGRAM FY 2008-2009

The Unified Planning Work Program document is also prepared under the authority of the RTC. It lists projects and studies related to transportation planning and the reduction of transportation-related air pollution by all metropolitan entities undertaking projects within a specific time period. Each task is briefly described, along with objectives, progress to date, and projected completion dates. The budget and source of funding are also listed in the Unified Planning Work Program document.[25]

25 *RTC, Unified Planning Work Program Fiscal Year 2008-2009, p. 3-1.*

FUNDING FOR TRANSPORTATION PROJECTS

HIGHWAY TRUST FUND

The Highway Revenue Act of 1956 established this fund to ensure a reliable source of assets for highway construction. It represents the largest share of federal aid money for eligible transportation projects in southern Nevada. The fund is currently recharged through an 18.4-cent federal gasoline tax and a 24.3-cent federal diesel tax. SAFETEA-LU authorizes expenditures from the trust fund. In addition to providing highway aid, a portion of the revenues finance transit projects. Recent increases in fuel prices have effectively reduced vehicle use, thereby reducing the amount of tax revenue available to the fund. On September 15, 2008 Congress agreed to provide an additional $8 billion in revenue until a new transportation reauthorization bill is signed, which is expected to occur in September 2009.

FTA

As authorized by SAFETEA-LU, the Federal Transit Administration (FTA) supports locally planned and operated public mass transit systems throughout the United States. The FTA requested $9.42 billion in Fiscal Year 2008 to help fund myriad programs for grants including bus and bus-related capital projects, metropolitan and statewide planning, fixed guideway modernization (including all rail, cable car and bus rapid transit projects), major capital investments, and research and technology. Recently available grant programs include the National Fuel Cell Technology Development Program and Flexible Funding Program.[26]

CMAQ

The Congestion Management and Air Quality Mitigation Program (CMAQ) is a program funded by the federal government and made available specifically for transportation projects in areas like Southern Nevada that are National Ambient Air Quality Standards (NAAQS) non-attainment areas. Transportation projects that demonstrate the ability to reduce motor vehicle emissions in a cost effective manner are awarded CMAQ funding. Under the CMAQ program, it is estimated that $15 million will be allocated each year for use in the Las Vegas non-attainment area.[27] CMAQ funding cannot be used for projects that result in new capacity for single-occupant vehicles.

STP

The federal Surface Transportation Program (STP) is intended to accommodate a wide range of projects. This highly flexible fund can be used for new construction, maintenance, transit, trip reduction, traffic control

26 *FTA, "FY 2008 Budget Submission," retrieved from www.fta.dot.gov/about/about_FTA_5321.html.*

27 *RTC, Regional Transportation Plan, Fiscal Year 2009-2030, p. ES8.*

systems, and traffic management programs. Like CMAQ, STP funds cannot be used to build new higher capacity projects for single occupant vehicles. This funding is subdivided into several subcategories: statewide, enhancement and urban. Statewide funding is available for major routes. Enhancement funds are available for distribution according to priorities determined by the Statewide Transportation Technical Advisory Committee (STTAC). Urban funding provides about $21 million per year.[28]

STATE GAS TAX

The bulk of revenues for construction, maintenance and repair of the state's public roadways is raised from the gas tax. The state gasoline tax is currently levied at 24.75 cents per gallon. Of this, 17.65 cents goes to the State Highway fund, 6.35 cents to cities and counties and 0.75 cents to the State Petroleum Clean-Up Trust Fund.[29] The gasoline tax currently generates approximately $210 million per year.[30]

RTC (CLARK COUNTY) GAS TAX

The RTC administers the distribution of state-collected fuel taxes. The use of gas tax is legislatively limited to local roadway construction and maintenance only. Currently the Clark County gas tax, levied at a maximum of $0.09 per gallon, generates approximately $70 million per year. Projects undertaken with Gas Tax funds are divided into two elements, the main Capital Improvement Plan (CIP) and the Area-Wide Project Program.

QUESTION 10

In 1991 the Nevada state legislature adopted the Question 10 transportation funding referendum. A portion of this voter-approved revenue helped launch construction of the Bruce Woodbury Beltway and the Citizens Area Transit system. A separate voter-approved initiative also called Question 10 was designed in 2002 to augment the local monies that came from the 1991 funding package.[31] Question 10 generates revenue from taxes on developers, aviation fuel and retail sales to fund improvements for streets and highways.

The 2002 Question 10 initiative increased the development tax rate levied to support transportation infrastructure, increased the jet aviation fuel tax rate levied to support transportation improvements related to the local airports, and increased the sales tax rate to apply the additional revenues to highway, intermodal, and transit expenditures. Sales tax funds from the Question 10 package were allocated to a wider range of programs that include: operations of the Freeway and Arterial System of Transportation (FAST), described in detail in a later section; a new high-speed lane miles program; continuation of the Beltway program; and various intermodal programs to support on-street bicycle facilities and

28 *Ibid.*
29 *RTC, Regional Transportation Plan, Fiscal Year 2006-2030, p. 7-11.*
30 *Ibid., p. 7-12.*
31 *Ibid., p. 7-14.*

Intelligent Transportation Systems (ITS) activities.[32] The initiative is expected to generate approximately $2.7 billion over 25 years.[33] Per the terms of the initiative, half of the quarter-cent sales tax will sunset once $1.7 billion is raised from the sales tax or on June 30, 2028, whichever occurs first, unless extended by a new initiative.[34] According to the ballot question, it is estimated that only about 20 percent of the taxes will be shouldered by citizens, while about half of the funding will be provided through a return on federal and state tax dollars.[35]

Table 4 below details city projects that utilize Question 10 funding and their implementation progress. The Project Type describes the specific funding program used. The Prioritized Amount is the full dollar amount approved by the RTC for individual projects, which were ranked among those from other entities. The Contract Amount is for the initial phases of project implementation. The remainder of the funding will appear in a separate contract in a later phase of development.

Table 4: City of Las Vegas Question 10 Project Funding Summary Report

Project Name	Project Type	Project Approval Date	Prioritized Amount ($ millions)	Contract Amount ($ millions)	Status ($ Millions)
Alta Dr, Main St/ Hualapai Wy	Bicycle Lane	08/11/2005	$0.700	$0.700	Completed May 2007
Tenaya Wy & Gowan Rd	Bicycle Lane	03/13/2008	$0.064	$0.064	Under construction since Oct. 2008
Sheep Mtn Pkwy Corridor Study	High-Speed Lane Miles	02/12/2004	$3.100	$3.100	50% Complete
Sheep Mtn Pkwy ROW Acquisition, US 95 and CC215 Interchanges	High-Speed Lane Miles	09/13/2007	$4.550	$4.550	Pending Sheep Mtn Pkwy EIS
Summerlin Pkwy: I-215 to U.S. 95	High-Speed Lane Miles	05/20/2004	$40.730	$13.200	15% Design
MLK: Palomino Ln to Carey Ave	High-Speed Lane Miles	06/10/2004	$30.125	$30.125	Under construction 30% Complete
ITS Communication Infrastructure	ITS	03/11/2004	$6.500	$6.500	Under construction 40% Complete
FY05 Arterial Interconnect Conduit Program	ITS	06/10/2004	$0.963	$0.963	Under construction 80% Complete
FY05 Bus Turnout	Transit	08/12/2004	$3.500	$3.500	90% Design
FY06 Bus Turnout	Transit	11/10/2005	$2.600	$2.600	100% Design; Construction expected Feb. 2009
			Total	**Total**	
			$92.832	**$65.302**	

Source: City of Las Vegas Department of Public Works, Nov. 4, 2008

32 *RTC Ibid., p. 7-15.*
33 *Jerry Werner, "Las Vegas' Integrated Freeway/Arterial Control System Prepares to Move to New and Larger Facility," National Transportation Operations Coalition (NTOC) News Archive, retrieved from www.ntoctalks.com/icdn/fast_rtc.php.*
34 *Clark County, Nevada Election Department, "Clark County Advisory Question No. 10," 2002.*
35 *Ibid.*

ASSEMBLY BILL 595

On June 3, 2007, the Nevada State Legislature passed a bill into law generating over $1 billion in funding for statewide transportation projects.[36] Funds will be allocated from the diversion of revenue from the room tax in an annual commitment from the Las Vegas Convention and Visitors Authority (the County's "fair and recreation board")[37], a portion of the car rental tax (currently four percent of the rental amount) and reallocation of a portion of property taxes to be used for other capital projects in Clark and Washoe Counties.[38]

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36 *State of Nevada Press Release, retrieved from* ***www.gov.state.nv.us/PressReleases/2007/2007-06-06AB595signing.htm****.*

37 *Nevada Motor Transport Association, retrieved from* ***www.nmta.com/content/gaffairs/lupdates/final.pdf****.*

38 *Nevada State Legislature, 74th Session, Assembly Bill 595, Sections 47 and 49.*

EXISTING CONDITIONS

TRANSPORTATION

LOCATION OF RIGHTS-OF-WAY (MASTER PLAN OF STREETS AND HIGHWAYS)

The Master Plan of Streets and Highways was originally adopted as the "Major Street Plan Map" by the Board of City Commissioners on October 6, 1971[39] for the purpose of eliminating existing congestion and facilitating rapid traffic movement, while making provisions for anticipated future traffic needs. It provides the "locations and widths of a comprehensive system of major traffic thoroughfares and other traffic ways," as required by NRS 278.160. Changes to the Transportation & Streets and Highways Element and the Master Plan of Streets and Highways Map and Schedule 13-1A are made through a General Plan Amendment application and approved by the City Council in ordinance form. The most recent amendment to this plan was on February 4, 2009.[40]

The Master Plan of Streets and Highways Map and Schedule 13-1A prescribes the location and classification of present and future primary roads within the city of Las Vegas. (A detailed examination of the functional classification appears below.) It determines right-of-way widths and Planned right-of way alignments. Excluding private master-planned areas of Las Vegas, circulation in the city is facilitated by a grid pattern to effectively move vehicular and bicycle traffic in the shortest amount of time. Major Planned streets typically occur in half-mile intervals, with primary (100-foot wide) arterials on section lines and major (80-foot wide) collectors on quarter section lines. Specially designed roads are also identified, which are documented in a separate set of drawings. Freeways are also an integral part of the circulation system, as they are designed to carry the most vehicles, connect to other points of the system and have high impact on the arrangement of land uses. The Master Plan of Streets and Highways Map and Schedule 13-1A is shown on Map 2.

Today, the city of Las Vegas contains 1,661 lane-miles of roadway within functional classes shown on Map 3.[41] (A mile-long, two-lane street equals two lane-miles; a mile-long, four-lane street equals four lane-miles.) Of Planned streets, arterials make up approximately 52 percent of the total lane-miles classified within city boundaries. Roads classified as freeways, expressways, frontage streets or ramps make up about 23 percent of the total,[42] according to the classification system used by the city.

39 City of Las Vegas Ord. 1537 (Oct. 6, 1971).

40 City of Las Vegas City Council Agenda Items 77-78 (MSH-29429 and MSH-29859).

41 Data supplied by City of Las Vegas Public Works Department Traffic Engineering Division, Feb. 26, 2008. Lane miles are calculated only for those streets classified as Planned streets on the official Master Plan of Streets and Highways Map and Schedule 13-1A.

42 Ibid.

TERMINALS

The city of Las Vegas no longer has a train terminal for passenger service or freight distribution. The Union Pacific depot that had been in place at Fremont and Main Streets since 1940 was replaced by the Plaza Hotel in 1971. Passenger service continued inside the hotel until 1997. Current city terminals are shown on Map 4 within a valley-wide context.

DOWNTOWN TRANSPORTATION CENTER

As of November 7th, 2010 the brand new 20,000 square-foot Bonneville Transit Center began operations. The transit center, located at the corner of Bonneville Avenue and Casino Center Boulevard, is currently the largest Regional Transportation Commission of Southern Nevada (RTC) transit center in operation and provides a variety of transportation services. The center facilitates routes which include the Strip & Downtown Express, the Dues on the Strip, Centennial Express, Metropolitan Area Express (MAX) and 12 other routes.

GREYHOUND BUS TERMINAL

Located at 200 South Main Street, this depot provides Amtrak Thruway bus service to the city. The terminal is open 24 hours a day, seven days a week, including holidays. Greyhound provides non-stop service from Las Vegas to Barstow, California and St. George, Utah.[43]

VIADUCTS

A viaduct, for the purposes of this element, is defined as an elevated roadway or bridge extending over a valley, railroad, or another roadway that consists of multiple short spans. There is one existing viaduct located within the city of Las Vegas. The Downtown Las Vegas Viaduct is a 24-span bridge along I-515/US 95 extending from the Union Pacific Railroad tracks near Main Street east to 21st Street.

GRADE SEPARATIONS

Roads, rails or trails are grade separated when they cross one another at different heights such that the flow of traffic is not disrupted on at least one of the roads. A fully grade-separated road can accommodate a higher capacity than intersections at grade. Grade separations most frequently occur at freeway interchanges, although they may also include pedestrian walkways over existing streets and railroad overpasses. Existing grade separations and those either proposed or under construction within the city may be found on Map 5.

43 Retrieved from www.greyhound.com/home/ticketcenter.

While grade separations facilitate railroad and freeway operation without interrupting traffic on surface streets, the design of grade separations may create an impediment to bicycle lanes, sidewalks and especially future transit options. Where a surface street is below the grade of a freeway or railroad bridge, the establishment of a light-rail transit route under the bridge could be impeded due to a lack of clearance under the bridge for the transit vehicle. Likewise, the weight of a light-rail vehicle may not be able to be supported by an existing grade separation over a freeway or railroad. NDOT's proposed connection of Martin Luther King (MLK) Boulevard with Industrial Road via Project Neon will create a massive grade separation (viaduct) over I-15 and the Union Pacific Railroad tracks. Including a light-rail route in the design of the MLK-Industrial Road connector could eliminate problems associated with older existing grade separations.

AVIATION

There are nine public airports located within the Las Vegas area, five of which are owned and operated by the Clark County Department of Aviation. There is one commercial airport (McCarran International Airport) and four general aviation airports (Henderson Executive Airport, North Las Vegas Airport, Jean Sport Aviation Center, and Overton-Perkins Field). Overton-Perkins Field is not covered in this document. Additionally, the Department of Aviation is preparing an Environmental Impact Statement for a proposed new commercial airport in the Ivanpah Valley, which is located 30 miles south of Las Vegas. The three public airports that are not operated by the Clark County Department of Aviation are the Boulder City Municipal Airport, Mesquite Municipal Airport and the Searchlight Airport; these also are not covered in this document.

- McCarran International Airport – McCarran is the Las Vegas Valley's principal commercial airport. McCarran consists of two terminals with a total of 103 gates and is a major hub for several airlines. McCarran International Airport is bounded by Las Vegas Boulevard, Eastern Avenue, Russell Road and Sunset Road and consists of 2,800 acres and four runways. A third terminal is planned to open in 2011. The new terminal will provide 14 additional gates, bringing the total to 118 gates. In 2008, about 44.1 million passengers[44] passed through McCarran's terminals. McCarran is the sixth busiest airport in the United States in terms of the number of takeoffs and landings by air carriers, air taxis, general aviation and military.[45]

- Henderson Executive Airport – Clark County purchased the 760-acre Sky Harbor Airport in March 1996 to be used as a reliever airport to handle general aviation and smaller commercial (tour operator) traffic using McCarran International Airport. The airport's name was subsequently changed to Henderson Executive Airport. This general aviation airport is home to a Grand Canyon tour company, two flight schools, and a fully operational Air Traffic Control Tower, which is manned daily. In July 2006, the Department of Aviation opened a new 24,000 square-foot terminal building as part of a $30 million renovation to the airport, which also included reorienting the existing runway and adding a parallel runway to increase capacity.[46]

- North Las Vegas Airport – This 920-acre general aviation airport opened on December 7, 1941 as Sky Haven Airport. The airport remained under a series of private owners until the City of North Las Vegas purchased it in 1966. In 1967, Howard Hughes purchased the facility from the City of North Las Vegas. The airport again changed ownership when Clark County purchased it in 1987 to be designated as the general aviation reliever airport for McCarran International Airport. North Las Vegas Airport, which has a 15,600 square-foot terminal, is the second busiest airport in Nevada and logs more than 230,000 operations annually.[47]

- Jean Sport Aviation Center – Located 20 miles south of Las Vegas on I-15, the 232-acre Jean Sport Aviation Center is utilized for fly-ins and recreational aviation. The Jean Sports Aviation Center can accommodate up to 36 aircraft on its paved ramp and more on a compacted dirt surface. Additionally, this facility has a 6,000 square-foot special events center available at no cost for aviation-related activities.[48]

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44 *News Release, Jan. 23, 2009. Retrieved from* ***http://cms.mccarran.com/dsweb/Get/Document-253383.pdf.***

45 *Federal Aviation Administration, "Top Busiest U.S. Airports 2007," retrieved from* ***www.faa.gov/news/updates/busiest_airports/.***

46 *Retrieved from* ***www.hnd.aero/history.asp.***

47 *Retrieved from* ***www.vgt.aero.***

48 *Retrieved from* ***www.mccarran.com.***

- Ivanpah Airport (Proposed) – The 6,000-acre Ivanpah Airport will be located approximately 30 miles south of Las Vegas. The project is now the subject of an Environmental Impact Statement study conducted by the Federal Aviation Administration and the Bureau of Land Management. Potential construction could be completed by 2017 if all schedules are met.

AIRPORT OVERLAY DISTRICT

Within the city of Las Vegas, two Airport Overlay Districts exist that limit the height of structures within the vicinity of the McCarran and North Las Vegas airports. These areas are identified by their respective airspace zoning maps as prepared in 1990 by the Clark County Airport Engineering Department. Municipal Code (Title 19) describes the instances in which a Special Use Permit may be required for land uses or developments within an Airport Overlay District.

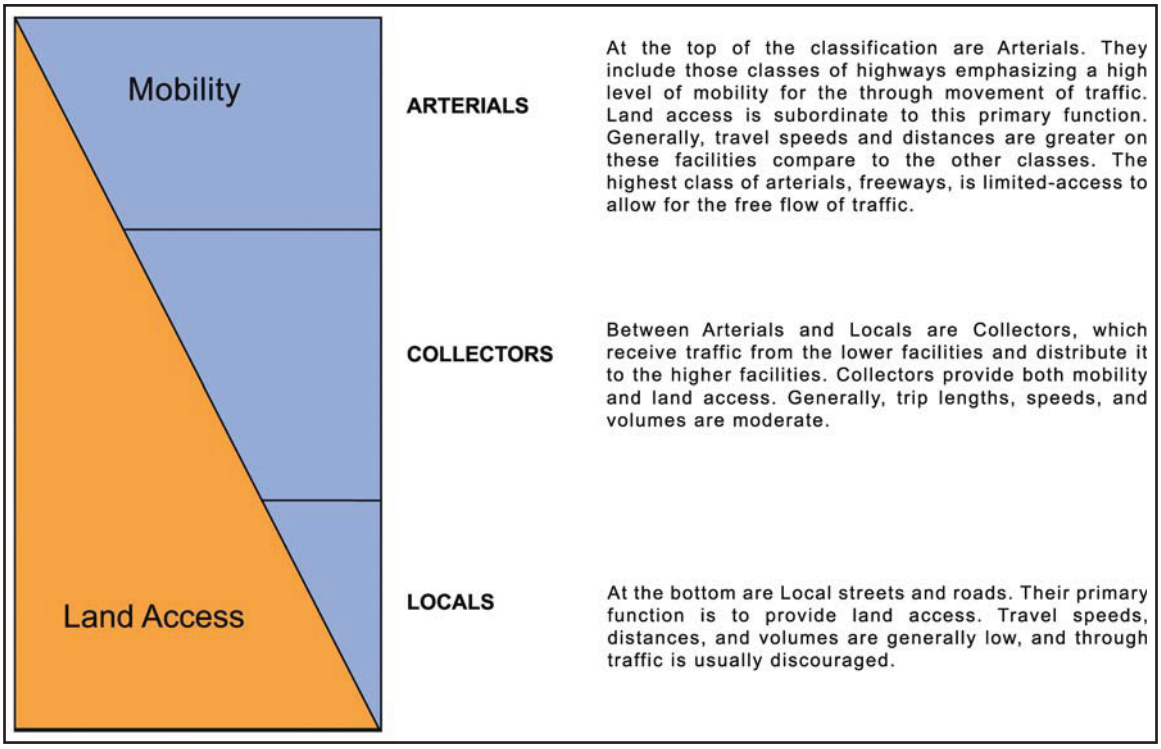
STREETS AND HIGHWAYS

FUNCTIONAL CLASSIFICATION

A functional classification system is the hierarchical grouping of roads, streets, and highways based on the types of highway service they provide as required by the Federal-Aid Highway Act of 1973.[49] This system assumes that streets and highways do not operate independently; they are part of an interconnected network in which each performs a service moving traffic throughout the system in a logical and efficient manner. Functional classification defines the part that any particular road should play in facilitating the flow of traffic through a roadway network. Generally, streets and highways perform two types of service: traffic mobility and land access. Street type can be ranked in terms of the proportion of service it performs, as shown in the following diagram.

49 *FHWA, "FHWA Functional Classification Guidelines," Revised 1989. Retrieved from www.fhwa.dot.gov/planning/fcsec1_1.htm.*

Table 5: Functional Classification



Source: A Guide for Functional Highway Classification (1964), prepared by a joint subcommittee of the American Association of State Highway Officials, the National Association of Counties, and the National Association of County Engineers.

Title 13.12.040[50] identifies what are considered Planned streets in the city of Las Vegas. Title 13.12.040 states:

Planned streets or highways shall denote streets or highways of importance to the City and on which preference is given to the through movement of traffic. Planned streets and highways shall consist of the following as designated on the official Master Plan of Streets and Highways Map and Schedule 13-1A:

(A) All highways designated as Federal highways;
(B) All highways designated as State highways; to include frontage roads;
(C) Section line roads designated by the Planning Commission;
(D) Other streets and highways, existing or proposed, which the Planning Commission has designated as Planned streets or highways in order to carry out the purpose of this Plan.

Title 13.12.050[51] of the Las Vegas Municipal Code is the Functional Classification System for Planned streets in the city of Las Vegas. Title 13.12.050 states:

For the purposes of function, Planned streets or highways shall be classified and are designated on the official Master Plan of Streets and Highways Map as follows:

50 *Citations of Municipal Code standards are for reference only and are subject to change. Please refer to Municipal Code for the most current standards and definitions.*

51 *See Note 50.*

(A) Major thoroughfare:

1. **Freeway:** A divided highway with one-hundred-fifty-foot-wide minimum right-of-way and classified as "controlled access"; a high-speed road with grade-separated interchanges.

2. **Expressway:** A divided highway with a one-hundred-fifty foot wide minimum right-of-way and classified as "limited access"; a high-speed road with at-grade, cross-traffic, intersections.

(B) Primary thoroughfare:

1. **Parkway Arterial:** A street or highway which has a minimum right-of-way width of one hundred and twenty feet and an existing or potential design capacity of three or more travel lanes of traffic in each direction and 19' on each side for sidewalk and landscape divided by a landscape median.

2. **Primary Arterial:** A street or highway which has a minimum right-of-way width of one hundred feet and an existing or potential design capacity of three lanes in each direction, divided by a raised median with left turn pockets.

(C) Secondary thoroughfare:

1. **Major Collector:** A street or highway which has a minimum right-of-way width of eighty feet and an existing or potential design capacity of two travel lanes of traffic in each direction with a center turn lane or raised median with left turn pockets.

Title 13.12.060[52] identifies what are considered minor streets in the city of Las Vegas. Title 13.12.060 states:

> Minor streets shall include all streets not designated as Planned streets or highways on the official Master Plan of Streets and Highways Map or Schedule 13-1A.

Title 13.12.070[53] of the Las Vegas Municipal Code is the Functional Classification System for minor streets in the city of Las Vegas. Title 13.12.070 states:

(A) For the purposes of function, minor streets are classified as follows:

1. **Minor Collector:** A street which has a minimum right-of-way width of sixty feet which collects traffic from local streets and distributes them to major collectors or arterial streets.

2. **Residential Street:** A street with which is designed to carry residential traffic between minor collectors.

3. **Local Street:** Any street which is designed to a carry a combination of light commercial and residential traffic between minor collector, major collectors and primary arterials that does not function as a collector or arterial.

52 See Note 50.
53 See Note 50.

4. **Local Access or Service Road:** A street or that portion of a major or secondary thoroughfare lying outside the principle roadway designed to provide frontage for individual lots and which primarily carries traffic having a destination or origin on the street itself.

(B) The locations of minor streets are not shown on the official Master Plan of Streets and Highways Map or Schedule 13-1A, but it is the intent of this Plan that, whenever a street functions as a minor street as defined in this Chapter, all the provisions of the Master Plan pertaining to minor streets shall apply.

STREET WIDTHS AND CROSS-SECTIONS

RIGHTS-OF-WAY

The right-of-way is the total width of the lineal segment of land required for the road paving and for the placement of future utilities and infrastructure (gas, water, sewer, telephone, and electric facilities). The right-of-way may also include landscaping, sidewalks, and curb and gutter. The subdivision and site plan review process provides for the dedication by property owners of rights-of-way for all street system improvements. The property owner is responsible for "half-street" improvements of planned arterial streets that are located immediately adjacent to new subdivisions and developments. This includes the construction of travel lanes, parking lanes, sidewalks, curbs, gutters, and streetlights.

From an engineering perspective, the design of rights-of-way according to their place in the functional classification pays greater attention to the movement of vehicles and roadway capacity than to the social aspect of the streetscape, where people are part of an interactive environment. Planners have begun to work with traffic engineers to design streets that meet the needs of pedestrians, bicyclists, transit users and motorists alike. These "complete streets" provide a safe and accessible environment for a variety of transportation modes and users. In some cases, new policies must be adopted to allow for street designs that accommodate other modes. Figures 1A and 1C show standard complete street drawings; roadways may be designed to contain bicycle lanes.

A complete street does not necessarily require large rights-of-way. Narrow streets are appropriate for areas of high pedestrian traffic and in residential areas. While they still allow motorized access, they also are striped for bicycle lanes, have sidewalks on both sides of the roadway and allow easier access to those with disabilities. The narrower width discourages high-speed auto traffic and encourages only those drivers seeking access to residences.

A road diet is one way to accommodate alternative modes without expanding the right-of-way. By reducing the number of travel lanes on a four-lane, two-way street to two and adding a center turn lane, for example, traffic can move more efficiently and predictably. Restriping can make the pedestrian experience safer, as there are fewer lanes to cross and only one lane of traffic to watch for before crossing. Alternatively, bike lanes or emergency lanes can be added on the edges of the roadway for safety. Medians and streetscaping can be added to beautify the roadway. According to the Pedestrian and Bicycle Information Center at the University of North Carolina Highway Safety Research Center, street designs using raised medians and left-turn bays may be preferable to unimpeded center turn lanes, since head-to head conflicts are possible and motorists tend to use center turn lanes as acceleration lanes,[54] which is illegal in Nevada.

The Institute of Traffic Engineers (ITE) published a recommended best practices manual in 2006 for designing roadways that are compatible with their physical surroundings. This publication recommended reducing lane widths as a means of increasing space for on-street parking, landscaped medians and bicycle lanes:

> Wider travel lanes only marginally increase traffic capacity. . . . An 11-ft. wide lane reduces the saturation flow rate by 3 percent when compared to a 12-ft. lane, while a 10-ft. wide lane reduces the saturation flow rate by about 7 percent. Consider other means of capacity enhancement such as access management or signal synchronization before using wider lanes.[55]

Because streets provide access to commercial uses, the American Planning Association says that complete streets can "increase the economic viability of a city district by improving access for more people, thus increasing the potential number of customers to businesses."[56]

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54 *Pedestrian and Bicycle Information Center, "Roadway and Pedestrian Facility Design: Lane Reduction," retrieved Dec. 8, 2008 from* ***www.walkinginfo.org****.*

55 *Transportation Research Board. Highway Capacity Manual (Washington, DC: TRB, 2000). Quoted in Institute of Traffic Engineers (ITE), Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities (Washington, DC: ITE, 2006), p. 119.*

56 *American Planning Association Planning Advisory Service (PAS), "Complete Streets," PAS Quicknotes No. 5 (2006).*

Viewing the street as part of the social landscape by reducing street widths while at the same time maintaining efficient capacity is an important aspect of making streetscapes more inviting for social interaction, walkability and ultimately sustainability. Further discussion about making streets more inviting can be found in the Street Treatment and Streetscaping sections of this element.

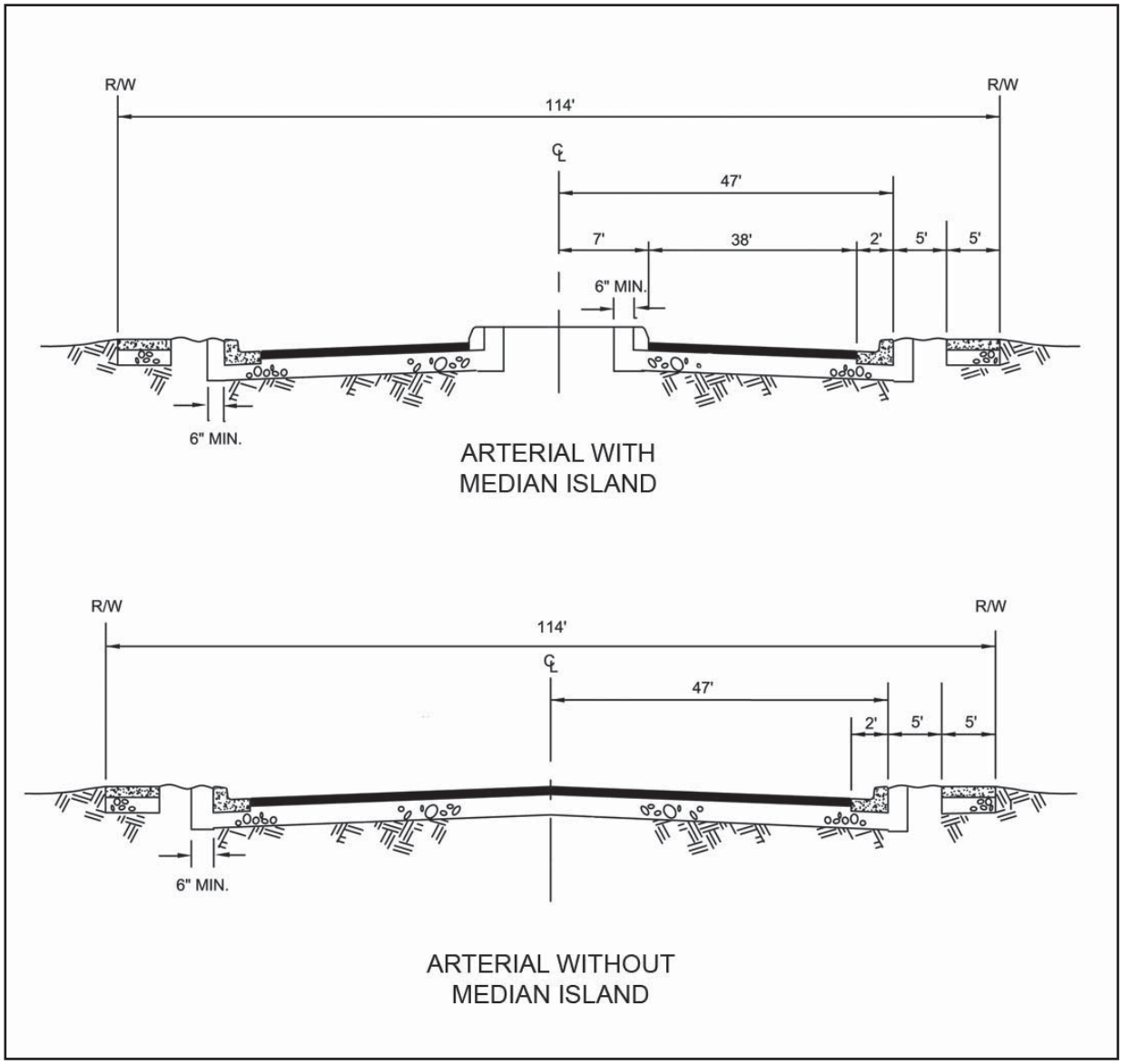
STANDARD ROADWAY CROSS-SECTIONS

The following city of Las Vegas cross-sections are adapted from the Uniform Standard Specifications for Public Works Construction of Off-Site Improvements, maintained by the RTC. According to the most recent version of the RTC Policies and Procedures, projects are designed to the following standards:[57]

- Local standards set by the Public Works Departments of public entities such as city of the Las Vegas, Clark County, and the city of Henderson.
- Standards adopted by the RTC
- RTP Bicycle and Pedestrian standards
- State of Nevada standards
- American Association of State Highway and Transportation Officials (AASHTO) standards
- Regional Intelligent Transportation Systems Architecture adopted by the RTC
- Generally accepted engineering practices

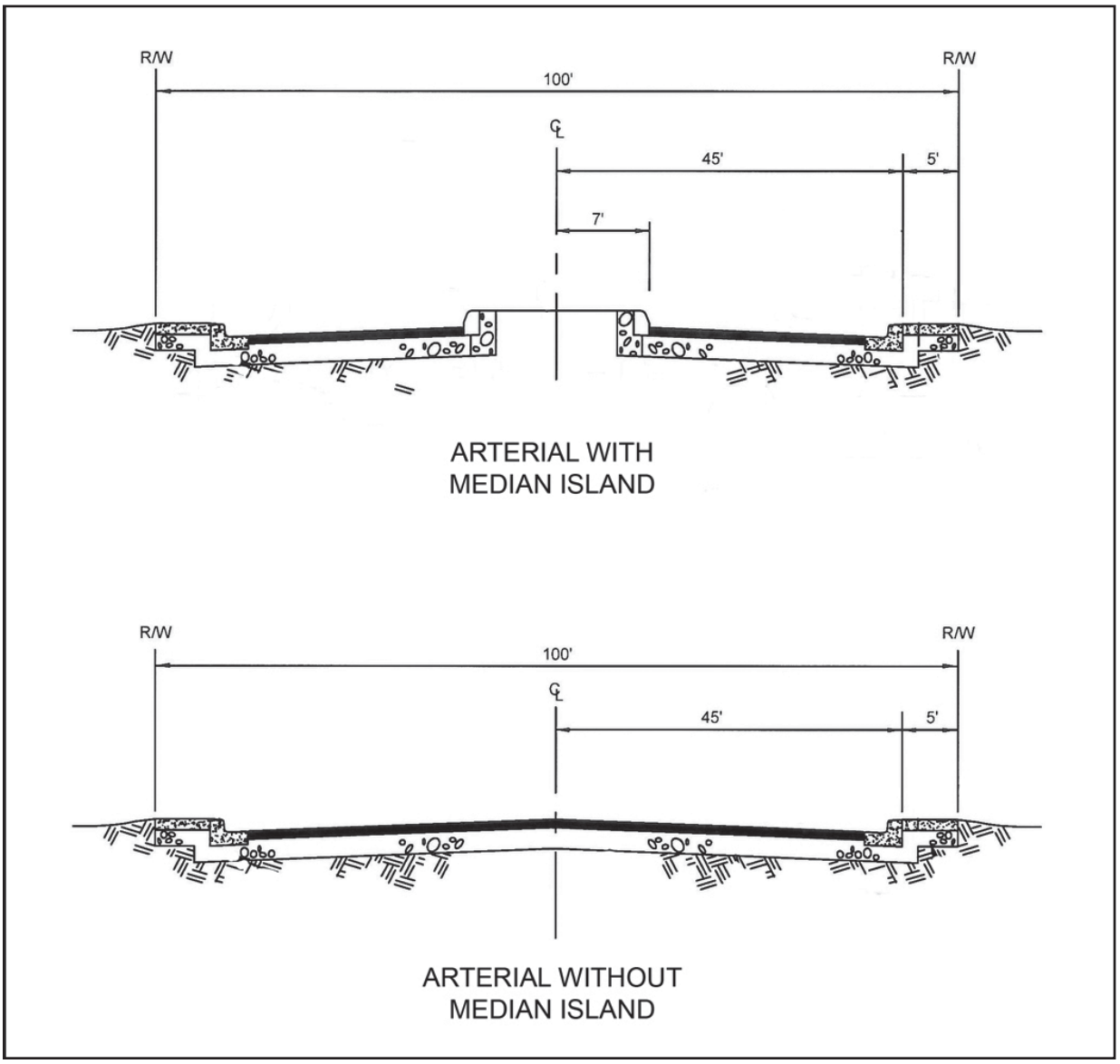
57 *RTC Policies and Procedures, September 19, 1980. Revised December 13, 2007, p.13.*

Figure 1A: Primary Thoroughfares, with Detached Sidewalk (114' Width)



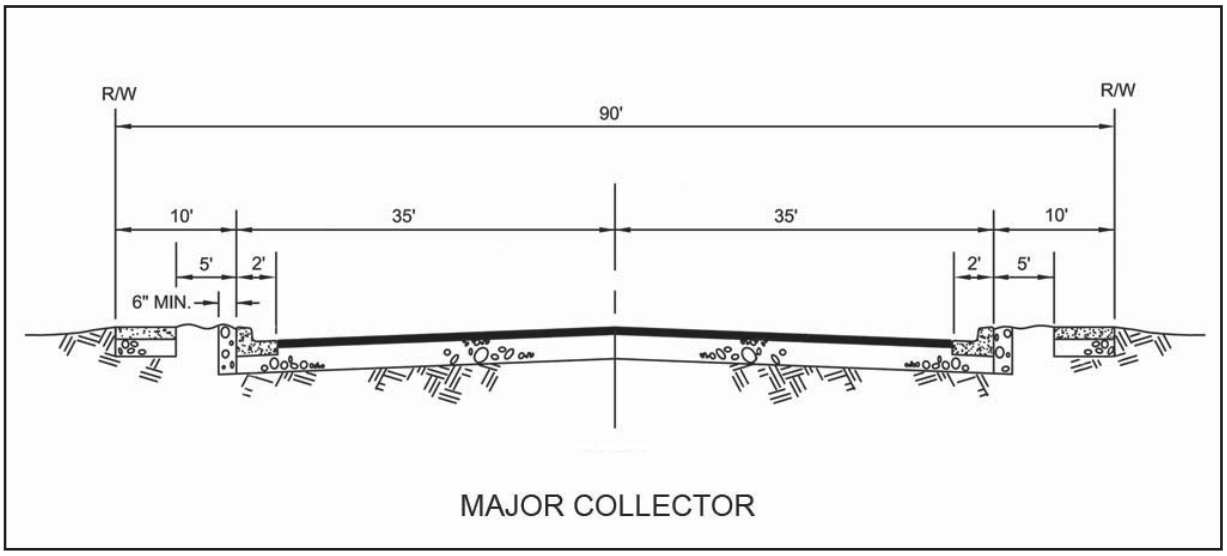
Source: RTC, Uniform Standard Specifications for Public Works Construction of Offsite Improvements, Drawing No. 202 ALT (11-10-04)

Figure 1B: Primary Thoroughfares, without Detached Sidewalk (100' Width)



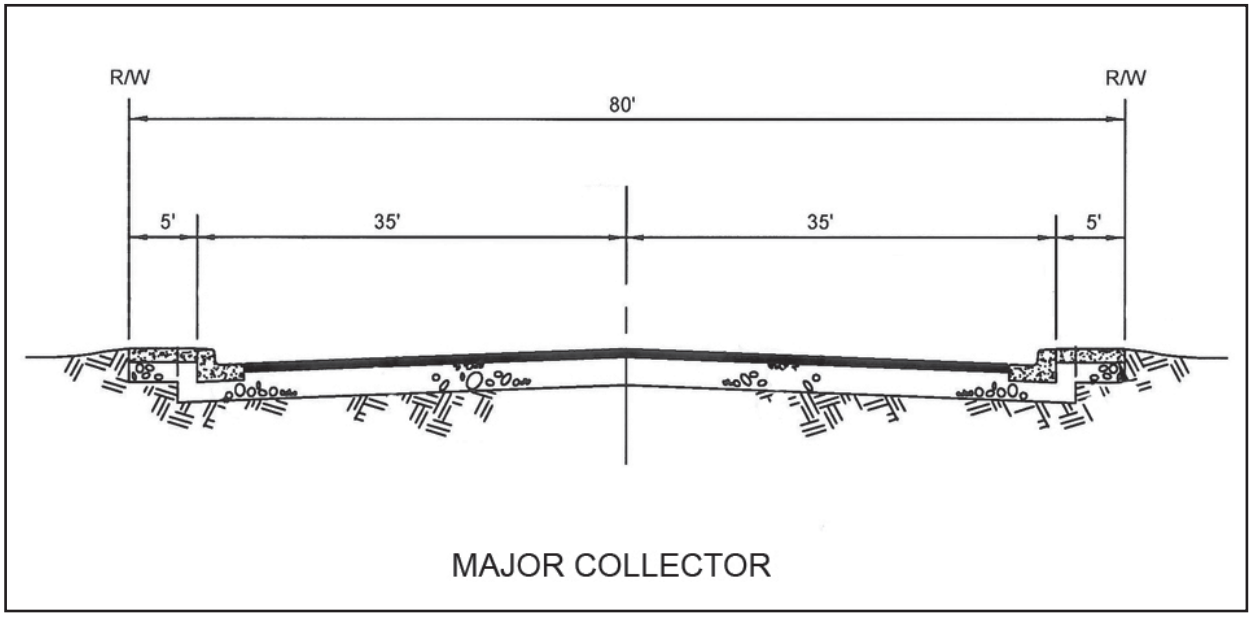
Source: RTC, Uniform Standard Specifications for Public Works Construction of Offsite Improvements, Drawing No. 202 (11-10-04)

Figure 1C: Secondary Thoroughfares, with Detached Sidewalk (90' Width)



Source: RTC, Uniform Standard Specifications for Public Works Construction of Offsite Improvements, Drawing No. 205 ALT (11-10-04)

Figure 1D: Secondary Thoroughfares, without Detached Sidewalk (80' Width)

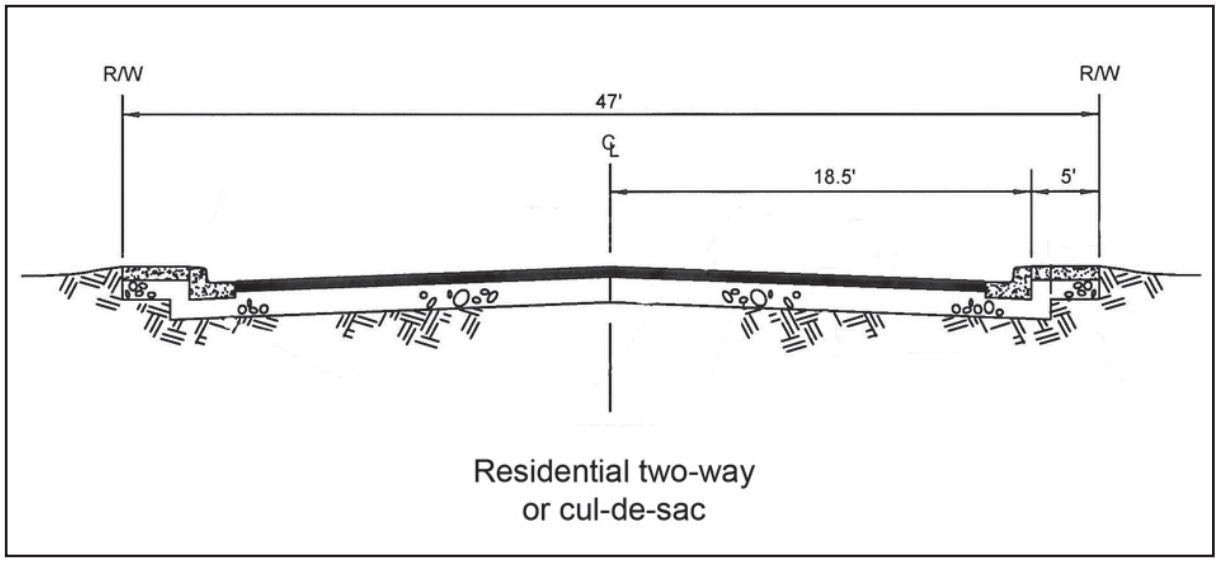


Source: RTC, Uniform Standard Specifications for Public Works Construction of Offsite Improvements, Drawing No. 205 ALT (11-10-04)

Figure 1E: Secondary Thoroughfares, without Detached Sidewalk (60' Width)

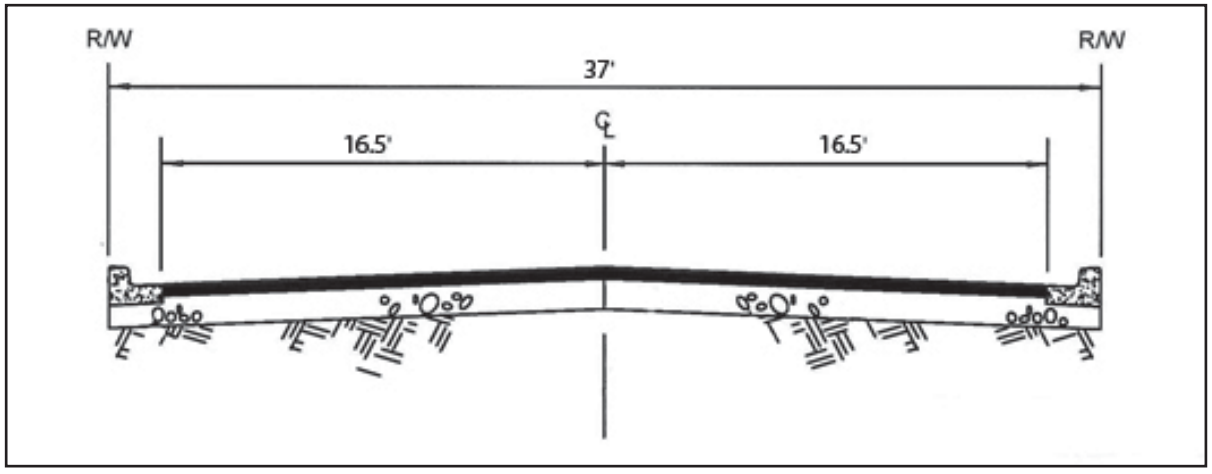
Source: RTC, Uniform Standard Specifications for Public Works Construction of Offsite Improvements, Drawing No. 205 (11-10-04)

Figure 1F: Local Streets



Source: RTC, Uniform Standard Specifications for Public Works Construction of Offsite Improvements, Drawing No. 207 (11-10-04)

Figure 1G: Private Streets



Source: RTC, Uniform Standard Specifications for Public Works Construction of Offsite Improvements, Drawing No. 210 (12-14-00)

FREEWAYS

As defined by the Las Vegas Municipal Code above, a freeway is a divided controlled-access highway with 150-foot wide minimum right-of-way and grade-separated interchanges. Four freeways exist within the city limits. The Bruce Woodbury Beltway (I-215 and CC215), which is located intermittently in the city, contains portions that are grade-separated; however, it will not be considered a freeway until construction is complete.

- **I-15:** Runs through the heart of the Las Vegas Valley connecting the city of Las Vegas with the rest of the nation. I-15 North connects Las Vegas to Salt Lake City and I-15 South leads to Los Angeles. The "Spaghetti Bowl" is a locally coined name for the I-15 and US 95/I-515 interchange located near downtown in the heart of the Las Vegas Valley.

- **US 95:** Provides connectivity with Reno northbound and joins with I-15 and US 93 at the center of the Valley. It proceeds south to Laughlin, Nevada and on to Bullhead City, Arizona.

- **I-515:** Originates at the Spaghetti Bowl and continues south to I-215 in Henderson. A circumferential route of the Interstate System, it is co-signed with US 95 throughout its reach.

- **US 93:** Is coincidental with US 95 and I-515 from the Spaghetti Bowl to Henderson. It proceeds south to Laughlin, Nevada.

Map 6 shows the extent of freeways in the city of Las Vegas and their connectivity to points outside of the city.

HIGH OCCUPANCY VEHICLE LANES (HOV)

High occupancy vehicle (HOV) lanes encourage carpooling by enabling drivers with passengers to travel in separate lanes, usually at higher speeds than mixed-flow traffic. The Nevada Department of Transportation has added carpool lanes to the recently widened sections of US 95. The lanes extend north and south from approximately Lake Mead Boulevard to the Spaghetti Bowl. Additional lanes are currently being added to I-15, and NDOT anticipates that more HOV lanes will be added to other Las Vegas Valley freeways in the future.

BICYCLE TRANSPORTATION

Currently, there are more than 82 miles of bicycle routes, 192 miles of bicycle lanes and 107 miles of shared use bicycle travel lanes within the Las Vegas Valley.[58] The RTC's Regional

58 *RTC, Regional Transportation Plan, Fiscal Year 2009-2030, Bicycle and Pedestrian Plan, (Oct. 2008), p. 19.*

Bicycle Map recognizes the following Federal Highway Administration (FHWA) definitions for a bicycle route, a bicycle lane and a shared-use path:

- **Bicycle Route** – A signed shared roadway is designated by placing signs along the roadway, indicating it is a preferred route for bicycle use. Bicycle routes are designated on roadways that have a wide curb lane of at least 14 feet or greater between the lane line and the lip of the curb, plus a 1.5-foot wide gutter pan.

- **Bicycle Lane** – A bicycle lane is a portion of a roadway that has been assigned using striping, signing, and pavement markings for the use of bicyclists. The width of the bicycle lane is set at a four-foot minimum from the bicycle lane strip to the edge of the pavement, plus a 1.5-foot wide gutter pan.

- **Shared-Use Path** – A shared-use path is a bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way or within an independent right-of-way. Pedestrians, skaters, wheelchair users, joggers, and other non-motorized users also may use the shared-use paths. The minimum width for a shared-use path is 12 feet of paving for bidirectional travel, with a minimum two-foot shoulder on both sides of the path.

Following the recommendations of a 2004 study, the 2006-2030 Regional Transportation Plan proposed 690 miles of bicycle lanes, 390 miles of routes and 760 miles of shared use paths over 20 years at a cost of $50 million.[59] The projects will extend alternative modes of travel by linking bicycle facilities to the farthest reaching points of transit service, locating new routes within a quarter mile of transit, and, when possible, providing routes within transit corridors, including Boulder Highway from Henderson to Downtown Las Vegas.

For analysis and recommendations pertaining to bikeways within the city of Las Vegas, please refer to the Transportation Trails Element of the Las Vegas 2020 Master Plan.

59 RTC, Regional Transportation Plan, Fiscal Year 2006-2030, p. 4-33.

STREET TREATMENT (CURRENT LANDSCAPE BUFFERING)

Perimeter buffer zones on private property that is adjacent to all street rights-of-way are currently regulated by the "Complete Streets" section requirements found in Title 19 of the Las Vegas Municipal Code. These regulations include the minimum buffer zone depth, or width, which is determined by the use of the property. The landscape buffer width requirements shown in Title 19 are as follows:

Table 6: Current Perimeter Landscape Buffer Widths

Standard	Residential (Multi-Family)	Commercial	Industrial	Residential (Single Family)
Minimum Zone Depth – Adjacent to Right-of-Way	10 feet*	15 feet	15 feet	6 feet**

*When adjacent to or across the street from an existing single family residential use or zoning district, the buffer shall be increased to 15 feet.
**Only when adjacent to streets classified as collector or larger.

Source: Las Vegas Municipal Code Title 19. See Note 50.

Three types of encroachments are currently allowed within the landscape buffer zone:[60]

1. Driveways (curb cuts) that are located perpendicular or approximately perpendicular to the street right-of-way.
2. Sidewalks that are located perpendicular or approximately perpendicular to the street right-of-way.
3. Pedestrian plazas that are located adjacent to the public right-of-way and in accordance with LVMC Title 19.

Sidewalks and trails parallel to the street are not included in the measurement of the perimeter landscape buffer. Similarly, when the sidewalk has landscaping on both sides, as is required on arterial streets, the landscaping adjacent to the street right-of-way does not count towards the landscape buffer width requirements. This method of calculating landscape buffer width provides no incentive for the developer to provide a landscape buffer between the sidewalk and the roadway on streets less than 100 feet in width. All sidewalks are required to be a minimum of five feet in width and conform to the Uniform Standard Drawings, Clark County area, as adopted by the city. Sidewalks located along arterial streets one hundred feet and wider are required to be separated from the back of the street curb by a minimum five-foot landscape buffer, per Title 19.[61]

60 *Las Vegas Municipal Code, Title 19.*
61 *See Note 50.*

Landscaping is required within the buffer area adjacent to public right-of-way. Plant material and landscape design are regulated through Title 19, where the number and size of trees and plants are specified. There are currently two alternatives to the standard tree arrangement within buffer zones. See Table 7 below. Design illustrations are located in Title 19.

Table 7: Current Minimum Size, Amount and Spacing of Perimeter Landscape Materials

Residential	Single Family Residential	Multi-Family Commercial/	Industrial
Trees	**1** – 24-inch box per 30 linear feet on center	**1** – 24-inch box per 20 linear feet on center	**1** – 24-inch box per 20 linear feet† **1** – 24"-inch box per 30 linear feet‡
	1 – 24-inch box tree or **1** – 15-foot palm per 35 linear feet on center plus one on each end of planter, plus **2** – 15-gallon box trees or palm trees per 35 linear feet to be located between the 24-inch trees	Same as for residential single family	Same as for residential single family
	Tree clusters: Shall exceed the minimum number of trees as calculated above by at least one tree; spacing shall not exceed 45 linear feet on center	*Tree clusters*: Shall exceed the minimum number of trees as calculated above by at least one tree; spacing shall not exceed 45 linear feet on center	*Tree clusters*: Shall exceed the minimum number of trees as calculated above by at least one tree; spacing shall not exceed 35 linear feet on center
Shrubs	**4** – 5-gallon shrubs per each required tree	Same as for residential single family	Same as for residential single family
Groundcover*	Min. 2-inch depth	Same as for residential single family	Same as for residential single family

†Where adjacent to any residential use

‡Where adjacent to any commercial or industrial use

*Non-vegetative groundcovers shall include, without limitation, rocks and small stones, crushed rock and bark

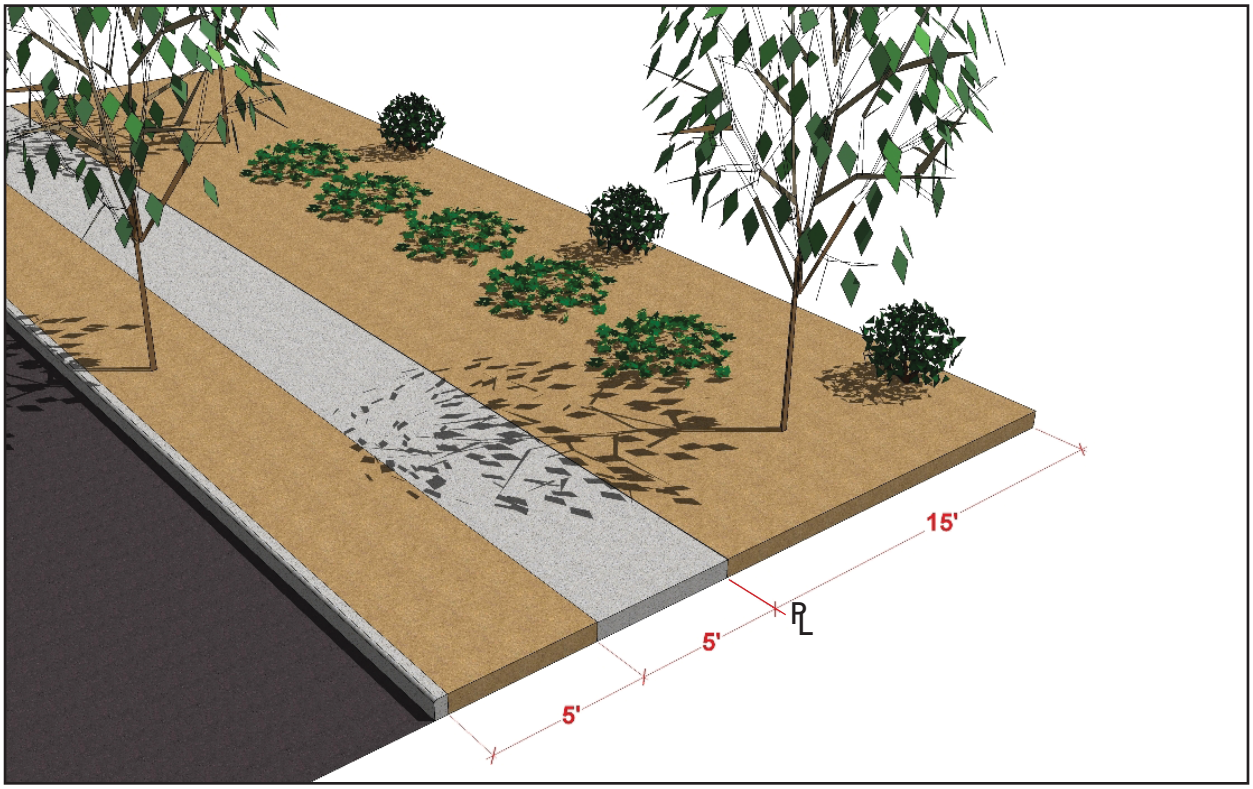
NOTE: Standards are for all areas of the city not in planned developments or special plan areas.

Source: LVMC Title 19. See Note 50.

Figures 2 through 5 depict graphic illustrations of the current landscape buffer requirements in Title 19.[62]

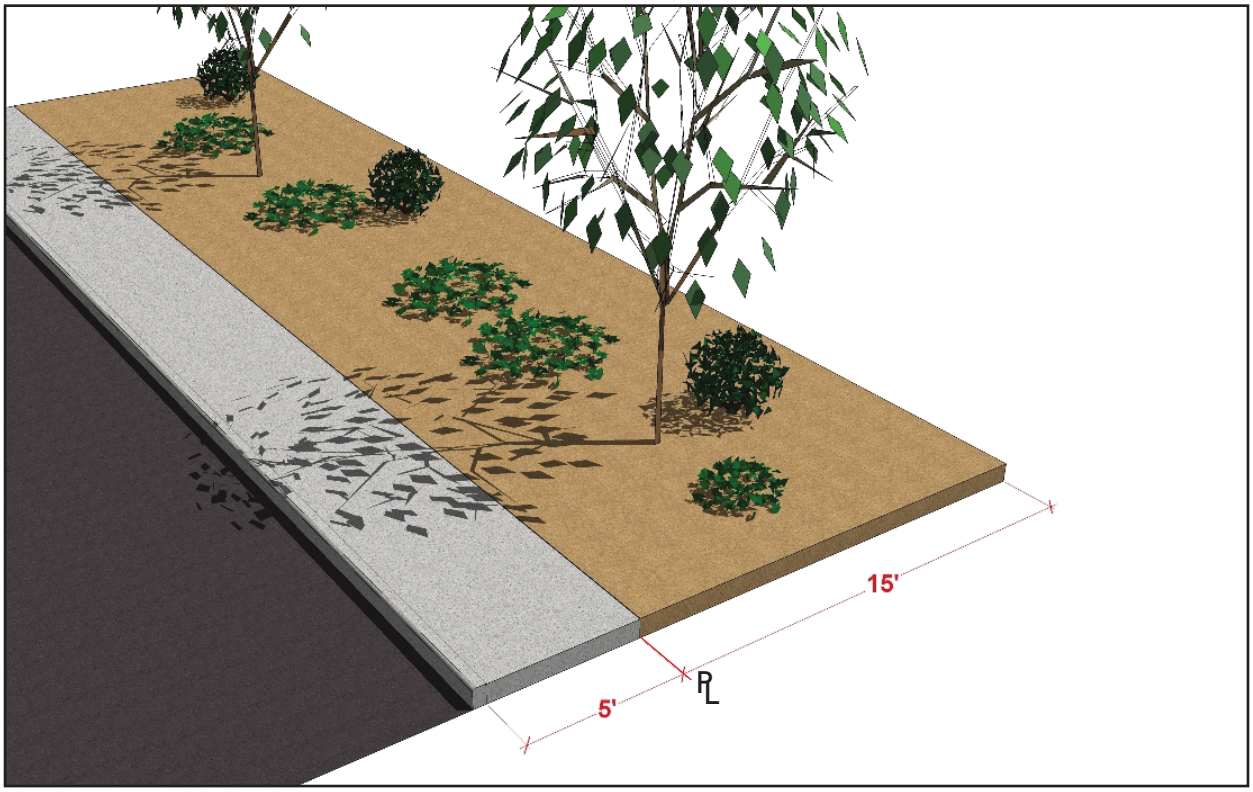
62 *See Note 50.*

Figure 2: Arterial Streetscape (Adjacent Commercial Use Shown)



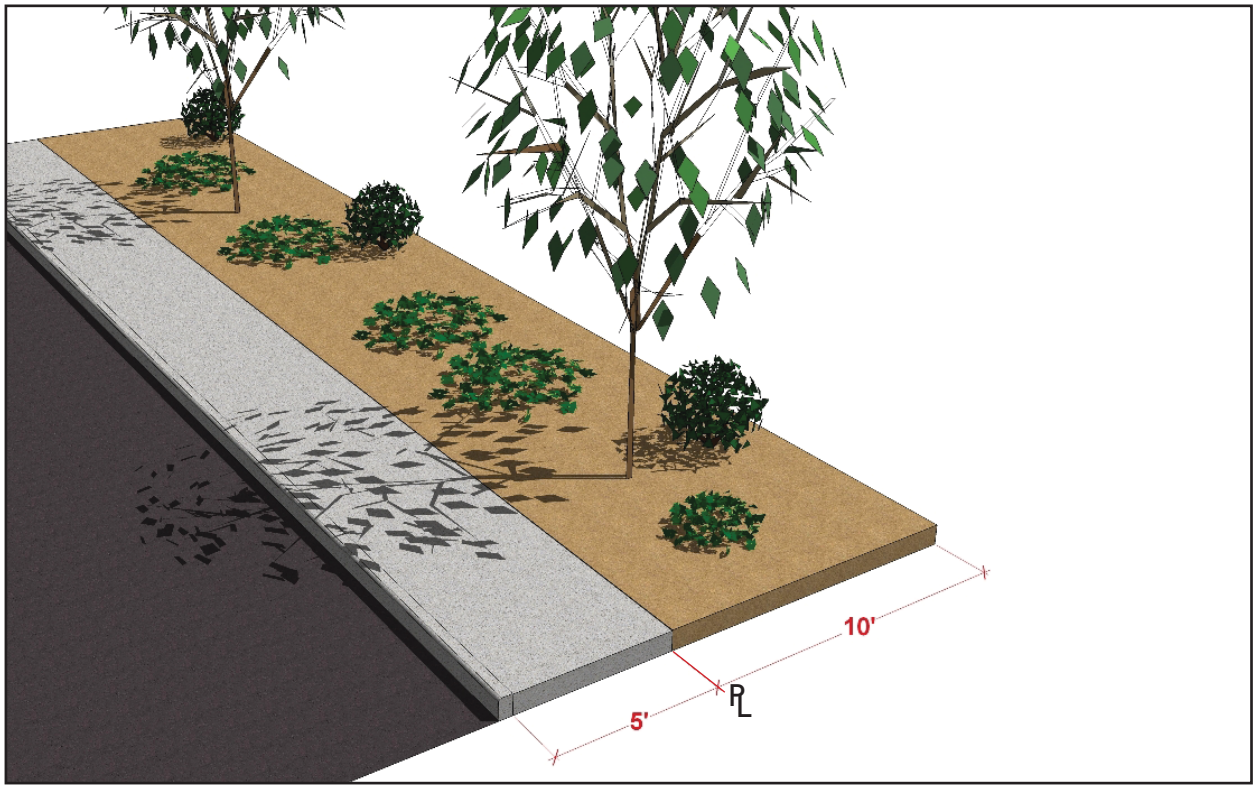
NOTE: Drawings are representative of current landscape buffering requirements and may not reflect actual streetscape design.

Figure 3: Commercial/Industrial Streetscape



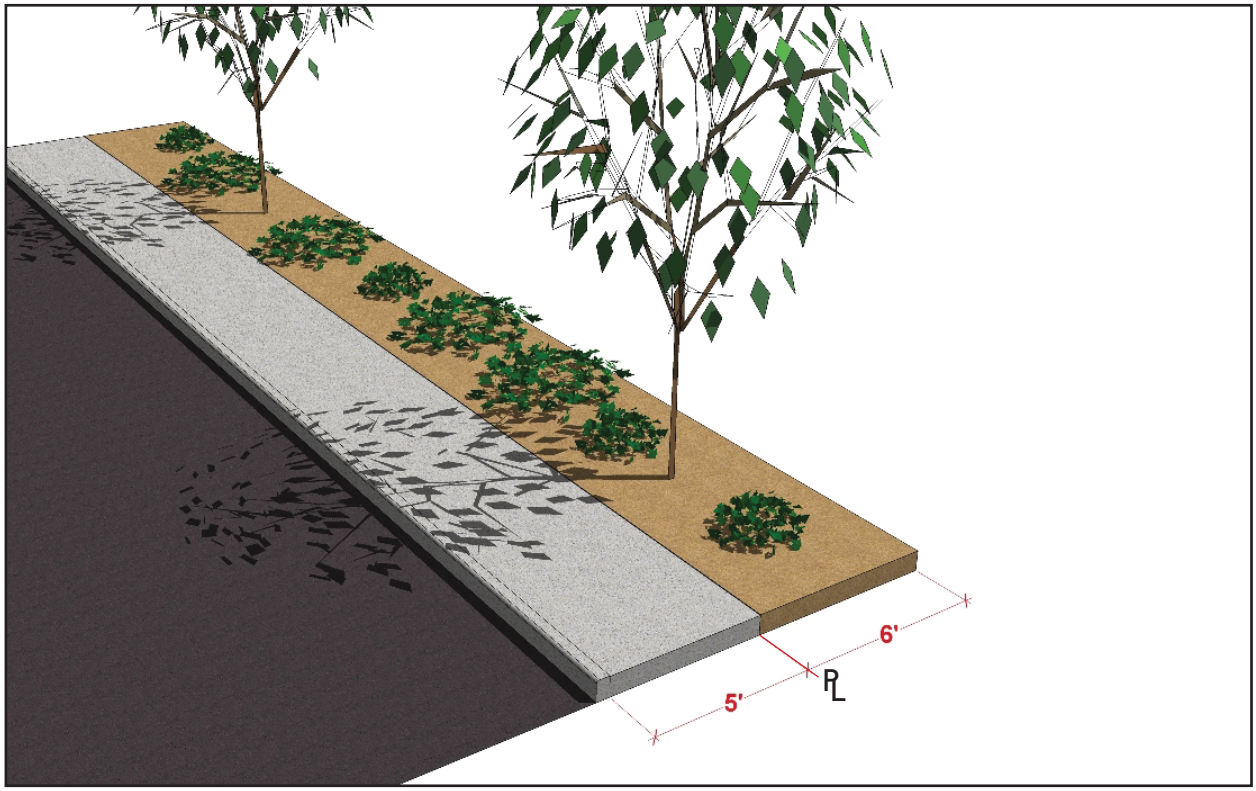
NOTE: Drawings are representative of current landscape buffering requirements and may not reflect actual streetscape design.

Figure 4: Residential Multi-Family Streetscape



NOTE: Drawings are representative of current landscape buffering requirements and may not reflect actual streetscape design.

Figure 5: Residential Single Family Streetscape (Collector or Greater)



NOTE: Drawings are representative of current landscape buffering requirements and may not reflect actual streetscape design.

BUILDING SETBACKS

Building line setbacks within the city of Las Vegas are primarily determined by zoning district or by the Master Developer of a planned community within a development agreement. Title 19 of the Las Vegas Municipal Code defines a setback as "the minimum required separation distance between the nearest portion of a structure and the lot line."[63] Standardized zoning districts, such as those for rural single-family residential or commercial developments, have specific minimum distances behind which a structure must be built from the public right-of-way. In some cases, the front yard setback varies depending on whether the street is public or private, and whether a turnaround exists in front of the property. The front yard setback along collector streets may also vary depending on the height of adjacent buildings, as described in Title 19 of the Las Vegas Municipal Code.[64] These districts are listed below, with explanatory notes:

Table 8: Single Family Residential District Setback Standards

Standard	U	R-E	R-1	R-CL†	R-TH	R-MH
Min. Front Yard Setback (feet)	50*	50*	20	14	10**	20
Min. Corner Side Yard Setback (feet)	15	15	15	10	10	10

*The table denotes the front yard setback from a public street. In the case of a lot fronting on a private street or private access easement, the front yard setback is 30 feet from the edge of the private street or private access easement. Where such lots are located on a cul-de-sac or street knuckle, the front yard setback shall be 20 feet from the edge of the private street or private access easement. Structures having an attached, open porte cochere shall be set back a minimum of 30 feet from the front property line or the edge of the private street or private access easement, except where the setback is less restrictive.

**The table denotes that a porch, if provided, may encroach a maximum of five feet into the required setback area.

†Single Family Residential Compact-Lot (R-CL) District. The minimum front yard setback is 14 feet. However, the minimum front yard setback for attached front entry garage and carport structures is 16 feet for any lot located on a cul-de-sac bulb or street knuckle, and 18 feet in all other cases. The minimum side yard setback for a side yard along a street is 10 feet. The minimum combined width of both side yards for each lot is 10 feet.

Source: Las Vegas Municipal Code Chapter 19.06 See Note 50.

Table 9: Residential District Standards Other Than Single Family

Standard	R-2	R-3	R-4
Min. Front Yard Setback (feet)	20	20	10
Min. Corner Side Yard Setback (feet)	5	5	5

Source: Las Vegas Municipal Code Chapter 19.06 See Note 50.

Table 10: Commercial and Industrial Setback Standards

Standard	P-O	O	C-1	C-2	C-PB	C-M	M†
Min. Front Yard Setback (feet)	20	25	10	10	20	10	10
Min. Corner Side Yard Setback (feet)	15	15	15	15	20	10	10

†Where a property in an Industrial (M) District is adjacent to, or across the street from, a residential district, the minimum setback from the property line or street right-of-way line shall be 50 feet.

Source: Las Vegas Municipal Code Chapter 19.08 See Note 50.

63 *Las Vegas Municipal Code, Section 19.18.020. See Note 50.*
64 *See Note 50.*

Some special planning areas of the city contain separate setback requirements, or may leave those requirements to the discretion of the City Council. Although lots are located within general zoning districts, all structures in the Downtown Centennial Plan District are exempt from the automatic application of required setbacks.[65]

Setback standards for existing residential planned developments were suggested by the developer and approved by the City Council as part of a Site Development Plan Review. They considered whether a vehicle will be parked full-time within a garage or part-time in a driveway, the narrowness of the street, or the particular feel of the neighborhood. For example, a neotraditional neighborhood may contain staggered setbacks or narrow setbacks to give visual interest to the street.

STREET NAMING AND NUMBERING

City of Las Vegas Ordinance 3744, adopted on October 20, 1993, amended Title 13.28 of the Municipal Code to re-adopt guidelines and requirements concerning the naming of streets and assignment of addresses within the city limits. The regulations were developed through the combined efforts of the city of Las Vegas, Clark County, Henderson, North Las Vegas, Boulder City, the U.S. Postal Service, and others. A separate document titled *City of Las Vegas Street Naming and Address Assignment Regulations*, 1993 Edition was adopted as part of Ordinance 3744. That document has since been updated by City of Las Vegas Ordinance 6052, adopted on August 5th, 2009 and is now referred to as *City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition*. A properly standardized, maintained, accurate, and consistent address system is an essential tool that is vital to the operations of fire, police, and other service entities. It is critical for the addressing of parcels and buildings to be done methodically, sequentially, and follow a set of standards.

STREET NAMING

Street names are used to identify all public and private streets. The city reviews and takes action regarding proposed street names and actively works with other government entities in the Las Vegas Valley to coordinate street names. Specific requirements for street naming are contained within the *City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition*, referenced by Section 19.04.050[66] of the Municipal Code.

65 *Las Vegas Municipal Code, Chapter 19.10. See Note 50.*
66 *See Note 50.*

ADDRESS NUMBERING

The intersection of Main and Fremont Streets is the initial point of prefix/suffix and address number assignment to all blocks, lots, and buildings in the city. This intersection is called the point of origin. All east-west streets that intersect Main Street are given a prefix/affix of "east" or "west" accordingly. The same applies to all north-south streets which intersect Fremont Street, with each given a prefix/affix of "north" or "south." All other streets that do not cross either Main or Fremont Streets or the zero lines do not obtain a prefix/affix before the street name.

The street numbering system is conducted by block ranges and counted progressively by one hundred. The first block on either side of Main and Fremont Streets has an address range of 0-99. The second block has a range of 100-199, and so on. Individual addresses will fall within their respective block ranges so that the further away from the point of origin, the higher the block range and addresses. Also, addresses on east-west streets are to be issued an even address number if located on the north side of the street and an odd number if located on the south side of the street. Likewise, addresses on north-south streets are to be issued an even number if located on the east side of the street and an odd number if located on the west side of the street. Exceptions are considered in parts of the city where historical addresses were assigned that contradict the adopted address numbering system, in accordance with the ordinance. The Planning & Development Department is responsible for assignment of all addresses in the city.

In order to maintain a consistent numbering grid throughout the city the zero line must shift to alignments other than Main and Fremont Streets. The city's Municipal Code specifies the alignments along which the zero line shall be located.

MULTI-FAMILY RESIDENTIAL ADDRESSING

All multi-family residential developments are assigned a single address corresponding to the appropriate hundred blocks as described above. This address is considered the master site address. In general, a multi-family residential address will contain the master site address, building number, and unit number to create a unique address. The *City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition* contains the specific address requirements for multi-family developments.

NON-RESIDENTIAL ADDRESSING

All non-residential developments are assigned a single address corresponding to the appropriate hundred blocks as described above. This address is the master site address if there is only one building on the site. For developments with mul-

tiple buildings, the primary entrance of the site receives a master site address and each building within the development receives a unique building address. The *City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition* contains the specific address requirements for non-residential developments.

STREET AND ADDRESS CHANGES

The procedure by which a petitioner may change the name of any street is detailed in Title 19.16[67] of the Las Vegas Municipal Code. The City Council may approve a name change if the change is in the best interest of the public and no person will be materially injured.

At the request of the property owner or developer, the city may grant the approval of an address change. However, the proposed address change must not conflict with the addressing system, unless a variance is approved by the Planning Commission or City Council.

Property owners do not have vested rights to street names and numbers, even if the address has been used for many years. When the city finds inconsistencies, and the Director of Planning or designee determines a correction is needed, the property owner will be notified that a change may occur.

TRAFFIC MEASUREMENT AND MANAGEMENT

ANNUAL AVERAGE DAILY TRAFFIC (AADT)

One statistic used by transportation engineers and planners to measure the volume of traffic on area roadways is known as Annual Average Daily Traffic, or AADT. This measurement is found by calculating the total volume of traffic in both directions of a street or highway for a year, divided by 365 days. AADT is commonly used to calculate the design traffic load for roads as well as uses in pavement design. As a road network management tool, AADT can help road authorities assess the current usage of a particular street road and assign a street to its proper functional classification. This measurement also allows authorities to assess whether the majority of the vehicular traffic is using the intended route through a particular area or whether motorists are cutting through local streets to avoid congestion on major roads. Area-Wide Major Projects, which, according to the RTC, are those that have an existing AADT of at least 40,000 and a 10-year projected AADT volume of at least 60,000, or are part of I-15, US 95, I-515, Summerlin Parkway, Super Arterials or the Las Vegas Beltway/I-215, including interchanges and grade separations on roadways with at least 100-foot rights-of-way, qualify for special funding through the yearly TIP.[68]

67 *See Note 50.*

68 *RTC Policies and Procedures, September 19, 1980, Revised December 13, 2007, p.66.*

Maps 7A through 7C show the volume of major arterial streets within the city limits. The maps show two kinds of traffic data. The "24-hour counts" refer to the number of vehicles that pass a given point in a 24-hour period. "Turning Movement Counts" uses a mathematical formula to scale the number of vehicles turning onto the cross street at a given intersection during peak traffic hours. The turning movements indicate where volumes are increasing and the origin of congestion. The Traffic Engineering Division's traffic count program obtains traffic counts within the city as part of traffic signal warrant studies, stop sign warrant studies, intersection studies, and similar traffic projects that are carried out throughout a given year. The goal of the program is to keep count data that is less than three years old for all major intersections so that staff can monitor, plan for, and deploy traffic improvements as necessary. At some high growth locations, counts are obtained even more frequently. Analysis of the data indicates that the most consistently heavy volumes are along Charleston Boulevard and Sahara Avenue. Rainbow Boulevard has an especially high volume between Sahara Avenue and US 95.

The Department of Public Works, Traffic Engineering Division has recently prepared the Intersections Program Master Plan, which evaluates the level of service at each of the city's top 200 highest traffic volume intersections. By monitoring traffic activity, engineers can determine which intersections need the most urgent improvements and budget accordingly. These improvements aim to reduce congestion, reduce vehicle and pedestrian conflicts, improve traffic flow and reduce air pollution related to vehicle emissions.

VEHICLE MILES TRAVELED (VMT) AND CAPACITY

Another data type used in traffic analysis is Vehicle Miles Traveled (VMT), which measures the number of miles traveled on a given roadway for a given period of time. It is a principal indicator of travel demand and is essential in the analysis of roadway improvements.

An important goal of transportation planning is to reduce overall VMT. Problems caused by automobile traffic increases include worsening air quality, congestion, higher accident risk, and expenditures for increasing roadway capacity in the circulatory network. The local solution to this problem in the short term has been to increase roadway capacity, since traffic demand is steadily growing and efforts to encourage voluntary reduction of vehicle travel have not sufficiently reduced congestion. Capacity is defined as the maximum number of vehicles that can pass over a given segment of a road in a given time period under current conditions. Increasing capacity is achieved by constructing additional lanes.

A study commissioned by the RTC to evaluate options for decreasing congestion on Rainbow Boulevard between US 95 and Desert Inn Road, and on Desert Inn Road from Rainbow Boulevard east to Valley View Boulevard was completed in April 2008. Public comment on the study closed on January 18, 2008. The study examined both short-term and long-term solutions to the traffic congestion in both corridors. Short-term improvements proposed included the installation of an additional lane on Rainbow Boulevard between Sahara Avenue and Desert Inn Road, installation and or lengthening of existing turn lanes at the major intersections, and the addition of turn-out areas for buses to reduce traffic obstruction. On Rainbow Boulevard within the city limits, long-term improvements could include overpasses at Sahara Avenue and Charleston Boulevard that would allow drivers to bypass those intersections. Access to businesses and residential areas would be maintained by keeping at-grade travel lanes open at those intersections. Also, bicycle and pedestrian bridges could be developed to preserve neighborhood connectivity. The study was heard by the RTC's Executive Advisory Committee and was rejected due to strong public opposition.[69]

NDOT's I-15 North Design-Build Project, scheduled to conclude by February 2010, also aims to reduce congestion and improve traffic flow between the Spaghetti Bowl and Craig Road interchanges by increasing capacity. Improvements include expanding the freeway from six to ten lanes and reconstructing the ramps at each interchange, with new overpasses planned at Bonanza Road, D Street and Washington Avenue. An Intelligent Transportation System (ITS) will be implemented along this stretch to monitor the flow of traffic. Ramp meters, closed-circuit cameras and message signs will be used.[70]

NDOT commissioned another study to improve circulation on I-515/US 95 between I-15 and I-215. The entire project, projected to cost more than $1 billion, includes adding new lanes, new connections between I-515/US 95 and I-15, new interchanges at F Street and Sahara Avenue, and surface street widening.[71]

Another NDOT project, Project Neon, has been proposed as a response to the increasing congestion on I-15 near downtown Las Vegas. Improvements will span the segment of I-15 between the US 95 and Sahara Avenue interchanges and include reconstruction of the Charleston Boulevard interchange, a new access to Alta Drive, and a flyover connecting Martin Luther King

69 *RTC, Rainbow Boulevard-Desert Inn Road Corridors Study, retrieved from www.rtcsouthernnevada.com/mpo/plansstudies/rainbow/index.cfm.*

70 *NDOT, I-15 North Design-Build Project, retrieved from www.i15project.com/.*

71 *Retrieved from www.i515study.com/recommendedalternatives.htm.*

Boulevard with Industrial Road.[72] According to NDOT's Project Neon project manager, funding is secured to move the project forward to the 35 percent design phase.

The I-15 Resort Corridor Study is an extensive review of the freeways and major east-west arterial roads, as well as roads within the resort corridor between US 95 and I-215. Two of the ideas to increase capacity that have surfaced from the I-15 Resort Corridor Study Technical Advisory Group meetings are the use of HOV and/or managed (toll) lanes and improving Dean Martin Drive and Frank Sinatra Drive to function as frontage roads within the Resort Corridor. Additionally, improving modal choice via rapid transit bus routes with minimal stops has been identified as a way to help increase capacity. The study began in September 2007 and is expected to be completed by March 2009.

The study partners expect that the following goals will be achieved:

- "[Development of] a phased implementation strategy for future improvements to I-15 in the resort corridor area in addition to currently planned improvements.
- [Preparation of] an early action plan for near-term improvements to enhance mobility and operations.
- [Development of] additional measures to enhance access and mobility within the resort corridor."[73]

Another long-term transportation study, the Sheep Mountain Parkway Environmental Impact Statement Coordination Plan and Feasibility Study, is underway in the northern reaches of the Las Vegas Valley. The city of Las Vegas, in cooperation with the Federal Highway Administration, city of North Las Vegas, Clark County, the RTC, BLM, United States Department of Defense, and NDOT, is proposing the acquisition and preservation of a right-of-way corridor north of the Bruce Woodbury Beltway and west of I-15 that would connect the Beltway to both I-15 and US 95. The northern portion of the Las Vegas Valley is expected to have significant population growth, and future development stemming from the expected sale of federal lands will generate considerable transportation demands. One element of the Sheep Mountain Parkway project will be the feasibility study of a multi-modal transportation corridor that would include HOV lanes, light rail and bicycle/pedestrian facilities with landscaped buffer zones and frontage roads. The scoping process that began in May 2008 will culminate with the completion of an environmental impact statement (EIS) by February 2010 and the anticipated approval of the EIS by May 2010.[74] Construction may not occur for many more years into the future.

72 *NDOT, "Major Current and Future NDOT Projects in Southern Nevada," Press Release of April 13, 2005, retrieved from* ***www.nevadadot.com/news/Press_Release/releases****.*

73 *Retrieved from* ***www.i15resortcorridorstudy.com****.*

74 *Parsons Brinckerhoff, Sheep Mountain Parkway Environmental Impact Statement Draft Coordination Plan and Feasibility Study, April 1, 2008.*

While increasing capacity is a necessary short-term solution to traffic congestion, taking steps to reduce the growth of VMT will be required over a period of many years to prevent congestion from worsening, beginning now.

In July 2007, the RTC approved the Downtown Traffic Capacity, Transit, and Parking Needs Study as a ten-year strategy to develop a more balanced multi-modal transportation system in downtown Las Vegas. This document develops a "street hierarchy" overlay on top of the traditional functional classification that emphasizes improvements such as bike lanes, transit lanes and pedestrian corridors typically associated with an urban core, while preserving or expanding capacity on certain arterial streets in and around downtown.[75] The study concludes that a certain level of congestion is acceptable for the sake of creating a more "livable" Downtown. This study was advisory only and was not adopted or accepted by the city.

Following on the heels of this study, the Las Vegas Downtown Pedestrian Circulation Study was accepted by the RTC on May 29, 2008. The goal of the study was to recommend ways to improve walkability downtown and attract pedestrians to the area. The study recommended that the city continue to implement Las Vegas Downtown Centennial Plan streetscape requirements, which mandate widened sidewalks, planters and landscaping themes for new projects. Pedestrian bridges were proposed as a way to reduce conflicts between vehicles and pedestrians and to increase the level of service at intersections where they are constructed. The study also recognized that major downtown transportation corridors, namely I-15, I-515/US 95 and the Union Pacific Railroad, are major barriers to pedestrian mobility to and from the study area, and recommended that planners coordinate with NDOT to address undercrossings and entry points so as to increase pedestrian access to the downtown. This study was accepted by the City Council on December 3, 2008.[76]

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

Traffic congestion has been increasing in the Las Vegas Valley as a result of increased motorization, population growth and changes in population density. Congestion reduces efficiency of transportation infrastructure and increases travel time, air pollution and fuel consumption. Intelligent Transportation Systems (ITS) make use of advanced detection communications and computing technology to improve the safety and efficiency of our surface transportation network. ITS vary in technologies applied, from basic management systems such as traffic signal control systems, variable message signs, or speed cameras to more advanced applications such as parking guidance or weather information.

75 *Kimley-Horn and Associates, Downtown Traffic Capacity, Transit, and Parking Needs Study, p. iii. The overlays include a Traffic Emphasis, Transit Emphasis, Pedestrian and Streetscape Emphasis, and a Multi-Modal Emphasis.*

76 *City of Las Vegas City Council Agenda Item 96 (DIR-29999).*

The Freeway and Arterial System of Transportation (FAST) is an integrated Intelligent Transportation System in Southern Nevada. FAST has been under the jurisdiction of the RTC elected board since July 3, 2004. Transportation strategies are set by the Operations Management Committee (OMC), consisting of the RTC, city of Las Vegas, Clark County, NDOT, City of Henderson and City of North Las Vegas.

There are two major areas that make up the FAST system: the Arterial Management Section, which includes all arterial streets and roadways; and the Freeway Management System, which includes the freeway network. Currently, the Las Vegas Valley uses dynamic message signs, traffic cameras, ramp meters, and traffic signal timing plans to help reduce congestion, air pollution, and fuel consumption. As of April 2008, the Las Vegas Valley has 20 dynamic message signs. Dynamic message signs are electronic sign boards used to display information. These signs are connected to the FAST Traffic Management System through a fiber optic communication network. The signs are able to place messages to alert drivers of an accident ahead, ramp or lane restrictions, and upcoming construction. Another method of managing traffic utilized by FAST is through ramp meters. Ramp meters are important traffic management techniques designed to keep traffic flowing on the freeways and help to reduce accidents. If cars enter the freeway in a spaced, controlled manner, they merge more easily and with less disruption to mainline traffic.

Incident Management Cameras (IMCs) were installed to assist in responding to reported incidents more effectively and efficiently, while modifying traffic signal timing. The cameras produce images to monitor and view traffic at signalized locations, freeway facilities, and high volume mid-block settings. There are a total of 49 IMCs throughout the Las Vegas Valley. Of those, 12 are for freeway assistance and the remaining 37 are for arterial assistance. Traffic signal timing adjustments have been completed for early mornings, mid-days, evenings and weekends for nearly 40 corridors in the region, including the Downtown Las Vegas grid. Retiming in several corridors has resulted in improvements in delay time and travel speed. The city of Las Vegas is responsible for maintaining the equipment and power for traffic signals, while FAST is responsible for timing and traffic synchronization. There are about 1,200 traffic signals throughout the Las Vegas Valley that are on the network and able to be remotely controlled. More are coming online regularly as FAST works with area agencies to install fiber optics and upgraded signal controllers across the Las Vegas Valley.[77]

77 *RTC, retrieved from www.nvfast.org.*

EXISTING MASS TRANSIT AND FREIGHT MOVEMENT

FIXED-ROUTE TRANSIT

The fixed route transit services currently available in the City include the Citizens Area Transit (CAT), Metropolitan Area Express (MAX), Las Vegas Deuce, and the Las Vegas Strip Trolley. Please refer to the Las Vegas Transit Element for a more detailed description of each transit service. The RTC is currently constructing a new bus rapid transit service called ACE. This system will feature dedicated lanes for bus transit and fewer stops. ACE will connect downtown Las Vegas to the Las Vegas Convention Center, the Strip, Henderson and North Las Vegas. The Downtown Connector line, which includes a route along Paradise Road, St. Louis Avenue, Main Street, Imperial Avenue, Third Street, Casino Center Boulevard, Odgen Avenue and Grand Central Parkway, is currently under construction. The Strip & Downtown Express has been completed and future rapid transit lines are being planned.[78] Center-running transit lanes and mid-street stations are planned so as to allow for potential conversion to rail service.[79] With fewer stops, amenities such as wireless internet availability, and a route that parallels Las Vegas' world-class attractions, the RTC expects ACE to define the future of transit in Las Vegas.

RAIL TRANSPORT

There are two kinds of rail transport to and from Las Vegas: passenger and freight. Currently rail services are limited; however, the potential for future expansion is good, given the population base and demand for products.

The Nevada Department of Transportation's 2002 statewide transportation plan (NevPLAN) identifies the "Desert Wind" passenger rail route as defunct. This route, which ran between Los Angeles and Chicago with a stop at Las Vegas, was discontinued in 1996 as a result of budget cuts by the National Railroad Passenger Corporation (Amtrak).[80] Currently, the only rail service available to Las Vegas passengers is the Las Vegas Monorail.

Rail freight service in the Las Vegas area is provided by Union Pacific. The Union Pacific Railroad is Nevada's dominant Class I railroad, with annual revenues exceeding $250 million.[81] Freight generally consists of transcontinental shipments passing through Nevada, locally manufactured goods, raw materials for local consumption, and goods that are unloaded in Las Vegas to be trucked to nearby locations.[82]

78 *RTC, ACE Project Update, retrieved from www.rtcsouthernnevada.com.*
79 *Las Vegas 2020 Master Plan, Transit Element (Feb. 20, 2008), p. 42.*
80 *Nevada Department of Transportation, Statewide Transportation Plan (NevPLAN) (Nov. 14, 2002), p. 43.*
81 *NevPLAN, p. 41.*
82 *RTC, Regional Transportation Plan Fiscal Year 2006-2030, p. 2-47.*

The Burlington Northern and Santa Fe Railway is the only other Class I hauling railroad in Nevada. According to the BNSF rail map published in November 2007 on the BNSF website, the Burlington Northern and Santa Fe does not operate a route within the Las Vegas Valley.

Short line (Class III) railroads are not located in the Las Vegas area but do exist elsewhere in the state. These include local short-haul freight operators and switching and terminal companies.

ANALYSIS

LINK BETWEEN TRANSPORTATION AND LAND USE

Transportation and land use planning are interrelated. They have many direct and indirect effects on each other within the community. Given this relationship, it is sound practice to approach transportation and land use planning efforts complementarily rather than independently. This ensures that transportation systems do not contradict current and future land use planning efforts, and that land use planning does not impede implementation of the transportation system.

Transportation planning should provide for a circulation system that reflects both existing and proposed land use patterns within the city. Generally, those in urbanized areas are more likely to use alternative modes of transportation such as bikes and mass transit, while those living in suburban and rural areas are more automobile dependent, due to a lack of travel options and longer travel distances. Land use is often significantly influenced by the degree of accessibility to adjacent transportation systems, which can dictate the future development of a particular area. For example, industrial and intense commercial uses typically require vehicular access to highways and/or arterials, and dense, mixed-use developments located in the urban core are best suited for mass transit and other multi-modal transportation options. Higher density residential land uses should therefore be located on major arterial roads in order to facilitate transit. In older areas of the city, the presence of transportation alternatives can spur redevelopment. The Southern Nevada Regional Planning Coalition's Infill Development Plan recognized that the areas where pedestrian activity and transit ridership are concentrated are where infill development is most likely to be successful.[83] Therefore, that plan recommended that individual entities adopt flexible land use, parking and other zoning standards in some areas to promote compatible infill development.[84]

In addition to high-density residential uses, a greater concentration of professional offices with higher floor area ratios should also be located along arterial roads. This will provide more transportation options for those living in denser developments. A sustainable development pattern along major streets might include clusters of retail uses in proximity to available transit, integrated with high density residential uses or located within a short walking distance of existing residences.

83 *Southern Nevada Regional Planning Coalition, Infill Development Plan (Nov. 21, 2002), p. 17.*
84 *Ibid., p. 46.*

As a matter of policy, the city's Master Plan strives to support both "urban hubs at the intersections of primary roads, containing a mix of residential, commercial and office uses"[85] for redeveloping areas, and "urban hubs at the intersections of primary roads, containing a mix of high density residential, commercial and office uses, and containing pedestrian linkages"[86] for newly developing areas. The city has a number of tools it can use to create incentives for developers to build these hubs: form-based code, relaxation of zoning code requirements and standards, fee waivers and expediting of permits, subsidies for infrastructure financing, tax abatement strategies (including tax-increment financing) and the establishment of a formal set of mixed-use development standards.

Providing for today while ensuring that tomorrow's needs will be met is becoming an economic, social and environmental reality. There is a growing concern that greenhouse gases from pollution sources will lead to climate change on a global scale, affecting natural resources and quality of life. The automobile contributes a significant portion of human-generated pollutants to the atmosphere. In 2007 ULI published *Growing Cooler*, which uses extensive data to hypothesize that Smart Growth policies will lead to a reduction in the growth rate of VMT. This rate reduction will have the most significant impact on meeting target CO_2 emission levels. The authors liken transportation U.S. emissions reduction efforts to a three-legged stool. The legs consist of vehicle fuel economy, fuel hydrocarbon content, and VMT.[87] In order for the stool to stand upright and for the emissions policies to work, efforts to reduce VMT must be commensurate with the efforts to increase fuel efficiency and use alternative fuels. However, a combination of the projected increase in population, decrease in raw land and urban sprawl development patterns means that the U.S. will see sharp, unsustainable growth in VMT over time unless more citizens adopt alternative modes of transportation and drive less. Unless these changes are implemented in the short run, the benefits of more efficient, less polluting vehicles will be offset by the increase in the amount of driving in the long run.[88]

Locating land uses that better serve the needs of the population closer to where they work and live may reduce the number and the distance of vehicle trips, resulting in congestion relief and a decrease in pollution from mobile sources. Multiple sources have suggested various ways to reduce VMT, including increasing fuel taxes, charging user fees for driving and parking, and establishing no-drive zones; however, the most palatable solution for many, with supporting statistics, appears to be the creation of more compact, walkable mixed-

85 *Las Vegas 2020 Master Plan Policy Document (Sept. 6, 2000), pg. 42.*
86 *Ibid., p. 48.*
87 *Urban Land Institute, Growing Cooler (ULI, 2007), p. 2.*
88 *Ibid., p. 4.*

use developments that are located within walking distance to services and mass transit hubs. The benefits of such developments include preservation of farm land and open space; protection of the amount and quality of water; greater opportunities for physical activity; reduction in infrastructure costs; and greater energy security as it relates to foreign trading of traditional fuels.[89]

In order to contribute to VMT reduction, street design must consider and accommodate alternative modes of transportation. The design must be sensitive to the neighborhood where the street is located. For example, a high-speed, six-lane arterial should not be located within an urban context where foot traffic is desirable. Street design may also encourage alternative modes of transportation. In areas where compact developments are proposed, the Institute of Transportation Engineers recommends that streets should be designed with aesthetic and safety concerns in mind to accommodate and attract pedestrians and cyclists. Within rights-of-way, sidewalks and bike lanes should be provided. Sidewalk width should be appropriate to the function of adjacent land uses. Pedestrian amenities such as trash receptacles, decorative lighting, benches and plazas should be provided. Crosswalks at intersections should be highly visible, using alternative paving or eye-catching striping patterns, and they should extend from ADA-compliant ramps. Crossings in the middle of shorter blocks should be available to pedestrians; ideally, these crossings will be signed, contain a median, and bridge curb extensions on both sides of the street.[90] Roundabouts and traffic mini-circles are other design features friendly to pedestrians and cyclists that are especially effective on local streets, while helping to keep automobile traffic flowing efficiently.

The American Association of State Highway and Transportation Officials has published a guide to assist planners and engineers in designing and developing bicycle facilities. Roadway design affects the level of use, skill level and the level of access and mobility of the cyclist; therefore, the design of bicycle facilities has significant implications for the rate of reduction of VMT. In general, bicycle facilities should be planned to provide continuity with the transportation system and consistency across all user groups.[91] Paved shoulders, increased lane widths, smooth paving surfaces, and dedicated bicycle lanes are all recommended during the roadway design phase.

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89 Ibid., p. 10.

90 See ITE, Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities (Washington, DC: ITE, 2006), p. 56, pp. 103-108, and pp. 118-124 for specific principles and considerations for proper design and placement of amenities and crossings.

91 American Association of State Highway and Transportation Officials (AASHTO), Guide For the Development of Bicycle Facilities (Washington, DC: AASHTO, 1999), pp. 6-7.

Since land use and transportation are interrelated, land use planners should know what planning solutions are being developed to counter transportation issues. In the same way, traffic engineers should be aware of land use solutions to complement engineering solutions. The various regional working groups that monitor and establish solutions for worsening transportation conditions in the Las Vegas Valley allow both sides to work on continuing transportation issues and maintain working relationships across jurisdictional boundaries. Involving the Planning & Development Department in these working groups is important because the land use component of transportation planning is brought to the table.

The city participates on the RTC's Executive Advisory and Utility Coordination Committees; Metropolitan Planning, Operations and Specifications Subcommittees; and the Alternative Mode Work Group. In addition, the Planning & Development Department participates on the I-15 Corridor Study and Sheep Mountain Parkway Study committees.

TRANSPORTATION PLANNING AND EMPLOYMENT

Once the center of gaming and commerce for the city, downtown Las Vegas now functions primarily as a governmental, office and financial area. In recent years, several developers have planned and built high-rise, mixed-use centers with ground floor retail and hundreds of condominium units above. These developments reduce dependence on the automobile, which in turn could mean fewer vehicle miles traveled, less air pollution and a shorter commuting time. It may also help to restore a sense of attachment to the history and uniqueness of the Downtown.

However, not everyone can afford housing Downtown, nor is it every citizen's preference to live in a dense, urban setting. Persons must travel varying distances to work each day. As the Las Vegas metropolitan area spread ever further into the desert, commute times increased, congestion increased, air pollution increased, and the capital budget for new roads increased. In theory, the closer the number of jobs a particular area is to the amount of housing for employees, the more optimal the transportation condition will be. A "jobs-housing ratio" compares the labor market statistics for a particular area to the available housing stock in that area and is one indicator of the frequency of automobile usage.

Once the jobs-housing ratio moves away from the equilibrium of one job per housing unit, balance is once again achieved either by means of the free markets or through gov-

ernment action. Housing is usually constructed on the cheapest available land, which is located away from city centers. Either the jobs must migrate to the periphery or more housing must be built in the urban core.

There are other considerations. The American Planning Association's Policy Guide on Housing recognizes:

> The location of housing determines the public schools your children can attend. Education continues to be the primary vehicle for upward socioeconomic mobility and for escaping the growing, permanent underclass that drains so many resources from our economy. The location of housing determines access to jobs. People who cannot live within a reasonable commuting distance of where jobs are become candidates for under-employment or unemployment. The location of housing determines the safety of the family and the security of the home. The location of housing determines how much it will appreciate in value.[92]

The jobs-housing calculation does not take into account the type of occupation, only the number of jobs. For example, there may be plentiful industrial jobs in one part of the city, but the housing in that area may be full of non-skilled workers. A mix of job types in the area would remedy this problem. According to the 2006-2030 Regional Transportation Plan, there was an average of 0.78 dwelling units for every one job in the Las Vegas Valley in 2005.[93] An average closer to one would indicate the approach of an absolute balance of jobs and housing. The data indicate that significant portions of the Valley contain more housing stock than jobs, implying that more vehicle miles are logged in commuting to and from work. The few areas of balance in the city included portions of Summerlin, the Town Center area, and east of US 95 near the Charleston Curve.[94] A more recent regional study was completed in May 2008 showing an average of 0.90 dwelling units per job in the city of Las Vegas as compared to a 1.2:1 ratio for all of Clark County.[95] Since the ratio for Clark County is considered to be in the range of jobs-housing balance, the figure suggests that the city is moving closer to the target. The study speculated that an increase in mixed use developments and strategies to provide workforce housing may be responsible for equalizing the number of housing units per job.

From a purely economic perspective, transportation by personal vehicle incurs numerous costs such as delay due to

92 *American Planning Association, Policy Guide on Housing, April 25, 1999.*

93 *RTC, Regional Transportation Plan, Fiscal Year 2006-2030, p. 2-6. Job and housing data were collected from Las Vegas Valley traffic analysis zones.*

94 *Ibid.*

95 *Restrepo Consulting Group, Southern Nevada Jobs-Housing Balance Study (May 26, 2008), p. 1-2.*

congestion, fuel consumption, air pollution, and the need for additional roadway capacity, all of which are not immediately borne by the driver of the vehicle. It has been theorized that the demand for transportation outstrips the supply of roads (thereby causing congestion) because people do not have to pay for these costs. "Value pricing" or "congestion pricing" has been suggested as a way to reduce this congestion. By levying fees upon the driver up to what the driver would be willing to pay, the driver would only use roads if the benefit of doing so outweighs or is commensurate with the costs. Pricing is an option for the Valley's public sector to consider for future implementation; however, the culture of Las Vegas traditionally has not accepted paying for services that have been previously perceived as "free." The reticence to pay for the costs associated with parking is an example of this culture.

Future development policies should be sensitive to changes in economic health and public opinion, rather than imposing a rigid vision to implement detailed outcomes. In addition to this flexibility, they should be sufficiently forward-looking to project how development will affect not just growth and circulation in the city, but also that of the region.

There are no easy solutions that will create a balance between where people live and where they work. What is known, however, is the fact that any development that requires less infrastructure as a result of balance is to the benefit of both the public and private sectors. Creating a more balanced jobs-housing mix with high-density, mixed-use developments in close proximity to higher floor area ratio office buildings and retail nodes is important because it will provide for a more vibrant and interactive community in which people can support locally owned businesses, thereby benefiting the local economy. Adding residential units on top of a retail strip may not be a guarantee of improving the urban setting or creating real value. Creating an "omni-use"[96] such as Union Park that integrates theaters, residential, office, retail, hotels, open space and similar development may be a more stable approach because these developments are not single-asset dependent. This strengthens their ability to weather a struggling economic climate.

Creating these "omni-use" developments could be important for the city of Las Vegas in implementing its sustainability initiative. By creating developments supported by transit lines that provide a greater jobs-housing balance, the city may be able to meet its goals of reducing VMT.

96 *See Keith Ray, "Mixed-Use Isn't Enough: 'Omni-Use' Cores Enliven the Metropolis," Planetizen (June 16, 2008), Retrieved from* ***www.planetizen.com/node/33476****.*

A MULTI-MODAL APPROACH TO TRANSPORTATION PLANNING

One of the greatest threats to the sustainability of urban and suburban municipalities is an automobile-dominated land-use. Multi-modal transportation planning seeks to counteract this threat by utilizing a non-mode-specific approach to transportation planning that integrates and balances all means of mobility. It is a hybrid form of planning that synthesizes components of transportation, social, land-use and environmental planning within the decision making process. All modes of mobility are given consideration in this form of transportation planning.

A multi-modal approach offers several choices ranging from a variety of transit alternatives to pedestrian walkways. Currently the private automobile is the preferred mode of transportation in Las Vegas. A focus on alternatives to the automobile is needed in order to sustain quality of life and economic stability into the future. Appropriate areas of interest include:

Linking Transit to affordable housing. Transit and affordable housing share many of the same users; combining the two makes each more successful. If transit ridership rises, then more people can reach the workplace, earn a salary, and afford housing.

Implementing the city's Bicycle and Pedestrian Program. The city of Las Vegas' bicycle and pedestrian programs are part of a comprehensive network for commuters and recreational bicyclists. The city of Las Vegas recognizes the benefits of bicycling and recommends its use for commuting to work, errands, and recreation. Bicycling and walking provide many benefits such as improved health, less stress, and reductions in air pollution, traffic congestion and energy consumption. In addition, walking is free, bicycles are affordable and inexpensive to maintain, and riding a bicycle or walking may be preferred to sitting in traffic on a congested roadway.

Implementing the city's multi-use trail system. The Las Vegas Multi-Use Trail System accommodates a variety of recreation and fitness-related activities while enhancing opportunities for non-motorized travel. The trail system serves as the basis for a pedestrian, cycling or equestrian oriented network of interconnecting trails that link parks, neighborhoods, schools, government centers, community facilities, and workplaces. The trail system is a valuable outdoor recreation resource aimed at creating, enhancing, and sustaining the health and vitality of the Las Vegas community. Currently, more than 76 miles of

trails are complete and an additional 137 miles are proposed.[97] Please refer to the Transportation Trails Element and the Recreation Trails Element for more details on the Las Vegas trail system.

Congestion will continue to increase unless more emphasis is placed on alternative modes of transportation. However, as previously stated, transportation planning and land use planning do not exist in a vacuum; rather, they are interrelated and require coordination. The city of Las Vegas has increasingly been involved in efforts to integrate land use and transportation planning. The city's efforts in this area include planning for transit-oriented development (TOD), creating dedicated bicycle lanes, development of the ACE rapid transit system and making Downtown more pedestrian-friendly. Coordinating land uses and multi-modal transportation options is essential in order to reduce congestion on roads and create a more sustainable environment. Two conclusions can be drawn if land uses and multi-modal transportation are not coordinated. First, infrastructure costs will continue to increase, due to the high costs of extending infrastructure to newly developing areas. Second, traffic congestion will continue to increase unless creating a viable multi-modal transportation system is developed with land uses that support it.

AIR QUALITY

The air quality of an area is affected by the emission of pollutants and their interaction with sunlight, topography, and weather patterns. Pollutants are emitted by motor vehicle operation and a variety of other activities, including manufacturing, use of petroleum-based products like gasoline, and even small business activities such as dry cleaning. Sources of air pollutant emissions can be classified as stationary, area, or mobile sources. Stationary sources include relatively large, fixed facilities such as power plants, chemical process industries, and petroleum refineries. Area sources are small, stationary, non-transportation sources that collectively contribute to air pollution such as dry cleaners, gas stations, landfills, wastewater treatment plants, and others. Mobile sources include on-road vehicles such as cars, trucks, and buses; and off-road sources such as trains, ships, airplanes, boats, lawnmowers, and construction equipment.

The Clean Air Act (CAA), Title 23 and Title 49 of the United States Code require all transportation plans and programs to be evaluated for their conformity with the State Implementation Plan (SIP), the program for attainment of air quality standards. The CAA, adopted into federal law as Title 42 Section 7410 of the U.S. Code, details the different roles of the federal and state

97 *City of Las Vegas, Planning and Development Department and Public Works Department data (Aug. 2007).*

governments. In general, the federal government develops the regulations and the states carry them out. The CAA identifies air pollutants and sets primary and secondary standards for each. The primary standard protects human health, and the secondary standard is based on potential environmental and property damage. An area that meets or exceeds the primary standard is called an attainment area; an area that does not meet the primary standard is called a non-attainment area. The main air pollutants covered by the CAA are ozone (O_3), sulfur dioxide (SO_2), particulate matter (dust), lead, nitrogen oxides (NO_x), and carbon monoxide (CO). The CAA includes specific limits, timelines, and procedures to reduce these pollutants. These limits are known as the National Ambient Air Quality Standards (NAAQS).

The main sources of air pollution in the Las Vegas Valley are particulate matter (from disturbed vacant land, unpaved roads, and construction activities), carbon monoxide (from mobile sources, stationary sources, and area sources) and ozone.[98] Further information on the city's role in controlling these sources, including maps, may be found in the Conservation Element of the Las Vegas 2020 Master Plan.

The Environmental Protection Agency classified the Las Vegas Valley as a serious nonattainment area for particulate matter (PM_{10}) in 1993 and for CO_2 in 1997.[99] However, the amount of CO_2 has not exceeded EPA standards from 1999 to the present. The number of exceedences decreased from over 40 per year in the 1980s to less than three per year in the late 1990s. The severity of violations has also decreased. SIPs are being implemented for reduction of both CO_2 and particulate matter in the Valley. The EPA also declared the Las Vegas Valley a basic nonattainment area for ozone in 2004, based on more stringent standards.[100] The rule classifying Clark County as a nonattainment area for ozone was vacated in December 2006 and remanded back to the EPA; a new rule is expected in 2009. At this time the 1997 standard, for which the Valley has now met, applies, and a maintenance plan may be required in 2010 for this standard.

Many types of federal-aid funding may be used to improve air quality. One type of funding, the Congestion Mitigation and Air Quality Improvement (CMAQ) program fund, is designated specifically for this purpose. Under the CMAQ program, NDOT receives funding based on the severity of pollution and their population in ozone and carbon monoxide nonattainment. NDOT can use CMAQ funds for transportation projects that reduce emissions in nonattainment and maintenance areas.

98 *Clark County, Nevada Department of Air Quality and Environmental Management (DAQEM), retrieved from* ***www.accessclarkcounty.com/depts/daqem/aq/Pages/dust.aspx****.*

99 *Ibid.*

100 *DAQEM, Eight-Hour Ozone Early Progress Plan For Clark County, Nevada (June 2008), p. 1-1.*

Improved air quality in the Las Vegas Valley is the direct result of the State of Nevada and Clark County's implementation of controls to reduce emissions, as well as tighten federal motor vehicle emission standards. Key controls implemented by the state and county include wintertime gasoline rules, the vehicle inspection and maintenance program, an alternative fuel vehicle program, and voluntary rideshare programs.[101]

Continuing to implement transportation system management techniques to improve street capacity, alternate methods of circulation and an active program to reduce the number of single occupant vehicles on the roadway are important measures for Las Vegas' goal of clean air. The implementation of transportation demand management strategies in new development could have a significant impact on this reduction. Vehicle emissions reduction programs such as the use of reformulated gasoline or implementation of inspection and maintenance programs are helping the reduction in emissions. Ride sharing or use of transit, or transportation projects that reduce congestion, such as signal synchronization programs, can help Las Vegas meet emission reduction targets for on-road mobile sources. Currently, Clark County recognizes individuals or organizations for exemplary community behavior through adoption or continued use of state-of-the-art air quality management techniques, called the Crystal Air Award. Winners are recognized from four categories: construction; stationary sources; service and support industries; and vacant land management.[102]

The city of Las Vegas Public Works Department continues to implement its Intersections Program Master Plan, which ranks congested intersections as a method of prioritizing funding for infrastructure improvements. Reduced air pollution related to vehicle emissions is one of the stated goals of this program.

One aspect of the air quality-transportation link that the city of Las Vegas can influence is the ability to create an urban forest. As part of the city's sustainability initiative, the Planning & Development Department has secured a $40,000 grant from the Nevada Division of Forestry that is being matched with $10,000 each from the city of Las Vegas and the SNWA, as well as SNWA sharing its $150,000 high-resolution aerial photography to assist with an urban tree inventory within the city of Las Vegas.

An outgrowth of the sustainability initiative and the urban tree inventory will be an urban forestry program as identi-

101 Ibid.

102 Clark County, Nevada Press Release (Feb. 5, 2007), retrieved from ***www.accessclarkcounty.com/depts/daqem/aq/Pages/press.aspx****.*

fied in the Conservation Element.[103] On October 4, 2007, the City Council approved the establishment of a tree planting program. The City Council also adopted an urban forestry initiative with the goal of doubling the average tree canopy coverage to 18 percent by 2035 and the creation of an urban forestry management plan. Creating an urban forestry initiative with the goal of doubling the average tree canopy coverage will help mitigate pollutants from vehicles.

Another area by which the city of Las Vegas is mitigating air pollution is through conversion of its vehicle fleet. Currently, 90 percent of the city's vehicle fleet uses some form of alternative fuel or hybrid technology.

The city of Las Vegas, through its sustainability initiative, has started to implement strategies designed to reduce air pollution. While the efforts of the city are beneficial, an equally important aspect of making the city of Las Vegas more sustainable is developing land use patterns that support a wider variety of transportation options that will reduce single-occupant vehicle trips and encourage walking and transit use.

STREETSCAPING

Streetscapes are an important element of the design of an area, as they thematically tie together development in a way that is aesthetically pleasing and quickly identifiable. They are the public face to a neighborhood. Streetscapes place emphasis on the character of a street; therefore, a street in a rural residential area should have a much different look than a high-profile arterial. Streetscapes are practical as well – they serve to reduce traffic noise from adjacent buildings and lessen the effect of large expanses of pavement by breaking the public right-of-way down into smaller usable components.

Streetscapes in Las Vegas should be sensitive to the desert environment, utilizing drought-tolerant plantings and earth-tone colors. In addition to their aesthetic appeal, trees should provide shade for pedestrians on the adjacent paths. The city's urban forest initiative, in addition to providing a beneficial aspect to air pollution, will provide a more inviting atmosphere where the streetscape becomes an area of social interaction rather than simply a place for vehicles to gain entrance to a property.

A significant aspect to a well designed and aesthetically pleasing streetscape is the inclusion of street amenities such as benches and architecturally designed trash receptacles and the removal of utility boxes from the streetscape. To increase pedestrian safety, it is important to make the pedestrian visible to

103 Las Vegas 2020 Master Plan Conservation Element (Nov. 6, 2002), p. 92-96.

motorists by eliminating or minimizing obstacles such as utility poles, signage, utility boxes or newspaper racks. Streetscape elements such as sidewalks, landscaping and amenities should all function together to create a pedestrian-friendly environment. Additionally, utility poles, signage, utility boxes, and newspaper racks detract from the visual character of a streetscape when they are not integrated into the streetscape with respect to the architecture of these appurtenances.

A safe route for pedestrians to access their destinations is important in the creation of an effective and inviting streetscape. In order to enhance the safety of Las Vegas streets for pedestrians, street crossings should be taken into consideration. Street crossing types such as crossing islands or center islands can be placed within the center of the street at midblock to help protect crossing pedestrians from motor vehicles. Curb extensions or bulb-outs that extend from the curb line out into the roadway are another form of street crossing that effectively narrow the street width. By narrowing the street width, curb extensions minimize pedestrians' crossing distance, increasing the visibility of the pedestrian and decreasing the speed of the motorist.[104]

Generally, the current streetscape within the city of Las Vegas is not inviting for pedestrians because it does not create an interactive environment where social activities take place. Narrowing streets, the inclusion of mid-block crossings and separating the sidewalk from the curb with a landscape barrier are all necessary for creating an environment in which people will interact. In the Downtown area, the city is implementing these practices by requiring a streetscape that is walkable and inviting. The city has also created a Unified Development Code in order to help create a more inviting streetscape. The city's urban forest initiative and the recommendations and action items in this plan will create an inviting streetscape throughout the city of Las Vegas. Once the recommendations and action items in this plan are implemented, the city of Las Vegas will have a streetscape that allows people to walk safely and comfortably.

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*104 Pedestrian and Bicycle Information Center, retrieved from **www.walkinginfo.org**.*

IMPLEMENTATION

The Master Plan outlines a vision for the city's future that can only be implemented incrementally over time. The challenge of any long-range municipal plan is to remain relevant and useful throughout its life cycle. One of the main implementation tools for the master plan is the Capital Improvement Plan (CIP). The CIP is a fiscal and management tool the city uses to allocate its resources. A concentrated effort to coordinate capital improvement projects is necessary to ensure that long-range planning and budgeting are linked cohesively and efficiently. The city's capital improvements program contains funding based on a five-year horizon, which is updated annually. Projects approved through the CIP process represent the approved priority list for spending capital funds.

The recommendations below were developed from multiple levels of analysis detailed in previous sections of this element and are intended to be comprehensive. As a vision for the future, it is acknowledged that the Master Plan must be flexible and adjustments made periodically to adapt to changing political, economic, and social conditions. This element provides a comprehensive analysis of the transportation infrastructure and associated amenities within the city, and acts as a guide for decision makers to use when determining, prioritizing, and allocating resources for future projects. Recommendations and corresponding actions are provided below.

Action Item:	List the action necessary to carry out the policies of Transportation and Streets and Highway Element.
Responsible Party:	Identify the agency or department responsible for implementing the particular item.
Schedule:	Identify the targeted time frame for the initiation of the Implementation Item.

RECOMMENDATION 1: Improve consistency between transportation and land use decisions in order to reduce the number of vehicle trips and vehicle miles traveled.

New development affects transportation patterns; likewise, the circulation system is planned to facilitate new development. Roadway improvements also have an effect on existing development. An ideal level of consistency between land use and circulation is manifested in the achievement of the efficient movement of persons within areas where they live and work. Large commercial development projects make nearby residents uneasy because of the amount of traffic they produce in their area. A balance must be struck between planning for future traffic volumes while advocating the reduction of vehicles on the roads.

ACTIONS:

- Prepare a prioritized plan to construct full street improvements where sawtooth patterns exist and identify funding sources to implement this plan.
- Amend Title 19 to create standards that support the Neighborhood Traffic Management Program. Improvements could include speed bumps, dips, and street narrowing, all designed to ensure the safety and livability of local residential streets.
- Amend Title 19 to require traffic impact analyses as part of Site Development Plan Review application requirements for new construction activities generating more than 100 peak hour vehicle trips.
- Coordinate with FAST (Freeway and Arterial System of Transportation) the efficient movement of vehicle traffic through implementation of Intelligent Transportation Systems.
- Amend the land use plan to incorporate high-density residential developments along major arterial roads having transit.
- Create incentives for developers to locate high-density residential developments along major arterial roads having transit.
- Create incentives for developers to create walkable, transit-oriented mixed-use developments with complete streets that are sensitive to multiple modes of transportation and emphasize safety for non-motorized travel.
- Create incentives for investment in the transformation of existing decaying commercial-oriented suburban arterials into walkable, mixed-use, multi-modal corridors with station nodes.

Schedule: Ongoing
Responsible: Department of Public Works, Planning & Development Department, City Manager's Office

RECOMMENDATION 2: Comply with existing transportation-related legislation and actively support proposed State and/or Federal legislation which generates funding, with growth potential for transportation infrastructure.

Federal SAFETEA-LU legislation mandates the maintenance of a continuing, cooperative and comprehensive transportation planning process on a regional scale. Through Clark County's metropolitan planning organization the city contributes statistical information and recommendations for implementation in addition to the list of projects proposed for inclusion in the periodic Regional Transportation Plan. The Nevada Revised Statutes contain specific transportation-related planning requirements, such as Chapter 408, that require local compliance. It is also important to proactively suggest ways in which circulation and air quality can be improved, whether through legislation or educational campaigns.

ACTIONS:

- Conduct a staff-level (Planning & Development and Public Works Departments) compliance review of all federal, state and local legal transportation-related requirements.
- Actively participate in crafting legislation that will address transportation issues affecting the city of Las Vegas by closely monitoring state assembly sessions in Carson City.
- Continue to support Question 10 taxes as sources of funding for transportation-related projects in the city through implementation of an educational program that informs the constituency of how Question 10 dollars are being spent.

Schedule: Ongoing
Responsible: City Manager's Office, Regional Transportation Commission of Southern Nevada, Planning & Development Department, Department of Public Works, Department of Building and Safety, NDOT

RECOMMENDATION 3: Coordinate local actions with regional agencies, and undertake active efforts for transportation improvements.

Transportation issues do not stop at municipal boundaries. The issues raised by transportation in one jurisdiction can affect the quality of life in another. To maintain continuity between points within the greater Las Vegas area, regional entities must hold to similar policies and agree on actions to be taken that will mitigate these issues. To this end, the RTC and SNRPC serve this function.

ACTIONS:

- Continue to ensure interdepartmental and interagency coordination of various city planning efforts related to growth, infrastructure, and service provision.
- Continue to support the efforts of the RTC (Regional Transportation Commission of Southern Nevada) and SNRPC (Southern Nevada Regional Planning Coalition) to plan for transportation projects that affect other communities and rural areas outside the city limits.
- Continue to support and participate in regional transportation planning through working groups and committee membership.

Schedule: Ongoing
Responsible: Planning & Development Department, Department of Public Works, and Regional Transportation Commission.

RECOMMENDATION 4: Pursue sources that will fund the construction and maintenance of needed improvements to the city's street system.

The city's capital improvements program contains funding based on a five-year horizon, updated annually. Projects approved through the CIP process represent the approved priority list for spending capital funds. The CIP provides a link between necessary transportation improvements and the city's budget. The city must seek sources external to the General Fund to keep up with projected growth and maintain current infrastructure.

ACTIONS:

- Work to secure federal, state and local funding for all feasible capital projects and incorporate into the CIP.
- Coordinate with RTC for funding sources and/or funding allocation for proposed infrastructure needs.

Schedule: Ongoing
Responsible: City Manager's Office, Department of Public Works

RECOMMENDATION 5: Implement streetscape enhancements by coordinating with the Department of Public Works to improve the visual appearance of city streets.

Streetscaping can have a significant effect on how people perceive and interact within their community. If streetscapes appear safe and inviting for pedestrians, people are more likely to walk. This can help reduce automobile traffic, improve public health, and attract visitors to Las Vegas.

ACTIONS:

- Adopt more specific street tree requirements, such as type and placement, to supplement those in LVMC Title 19.
- Monitor and replace street trees lost due to disease or vandalism.
- Require amenities such as benches, trash receptacles, decorative street lighting, and decorative pavement alternatives along all public streets.
- Continue to install underground utilities consistent with City guidelines and regulations.
- Amend Title 19 to require streetscape widths to coincide with street classifications.
- Ensure landscape areas conform to best management practices for storm water runoff.
- Provide additional safety features in the right-of-way for pedestrians such as curb extensions and center refuge islands where applicable.
- Require utility boxes and other visual impediments to be located underground or outside of the landscape buffer zone.

- Determine the feasibility of reducing street widths to reduce the amount of impervious surface and allow for a buffer between the sidewalk and roadway.
- Consider whenever feasible the conversion of four-lane streets to two-lane streets to allow for additional streetscaping and alternative modes of transportation.
- Amend the Las Vegas Municipal Code to require landscape maintenance associations/agreements where landscaping is within the public right-of-way.

Schedule: Ongoing
Responsible: Departments of Planning & Development, Public Works, and NDOT

RECOMMENDATION 6: Coordinate with regional entities to fund and implement programs that aim to improve air quality in the Las Vegas Valley.

Las Vegas has made significant strides in improving air quality, but there is still more to accomplish. The region is experiencing tremendous population growth, leading to increased construction, a greater volume of automobile traffic, and heightened power demands. Such growth will negatively affect the air in and around Las Vegas. Las Vegas must achieve and maintain "attainment status" for carbon monoxide, particulate matter and ozone for the general health, safety, and welfare of its citizens.

ACTIONS:

- Create a trip reduction plan to develop, implement, and report annually on plans to reduce single occupant vehicle ridership for city employees.
- Maintain compliance with Clean Air Act standards and keep levels of mobile and stationary pollution below federal limits.
- Support RTC Ride Share, Park-and-Ride and other travel demand management programs that aim to reduce the volume of single-occupancy vehicles on city roadways.
- Continue to augment the city's fleet of non-gasoline powered vehicles for use in municipal-related activities.
- Continue to seek funding from CMAQ for transportation projects in the city that reduce emissions.

Schedule: Ongoing
Responsible: Departments of Planning & Development, Public Works, and NDOT

CONCLUSION

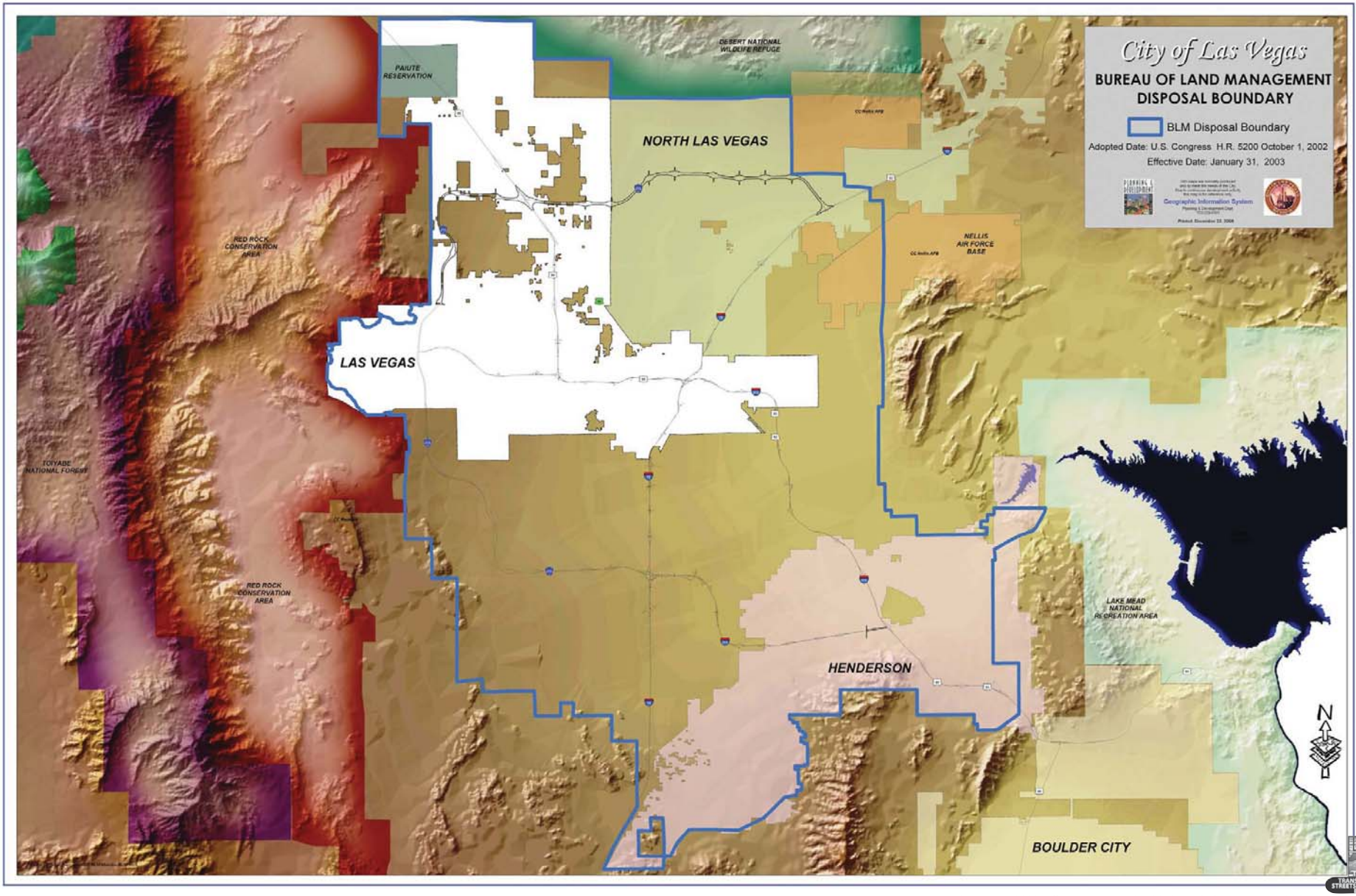
As Las Vegas continues to grow in population the overall quality of life must maintain pace. The city must maximize the efficiency of existing and proposed transportation infrastructure through innovative transportation technology, reduction of vehicle trips, and focusing growth in proximity to public transit.

As is common in many areas of the West, where density is relatively low and land plentiful, the automobile is the transportation mode of choice for residents of the city. One of the greatest threats to sustainable living is an automobile-oriented land use. While current projects to expand roadway capacity will address the immediate issue of congestion, new approaches should include reorientation of travel from single-occupant auto to transit and ridesharing, encouragement of mixed uses and transit-oriented development, and implementation of street designs that include alternative modes of transportation, added safety features and amenities.

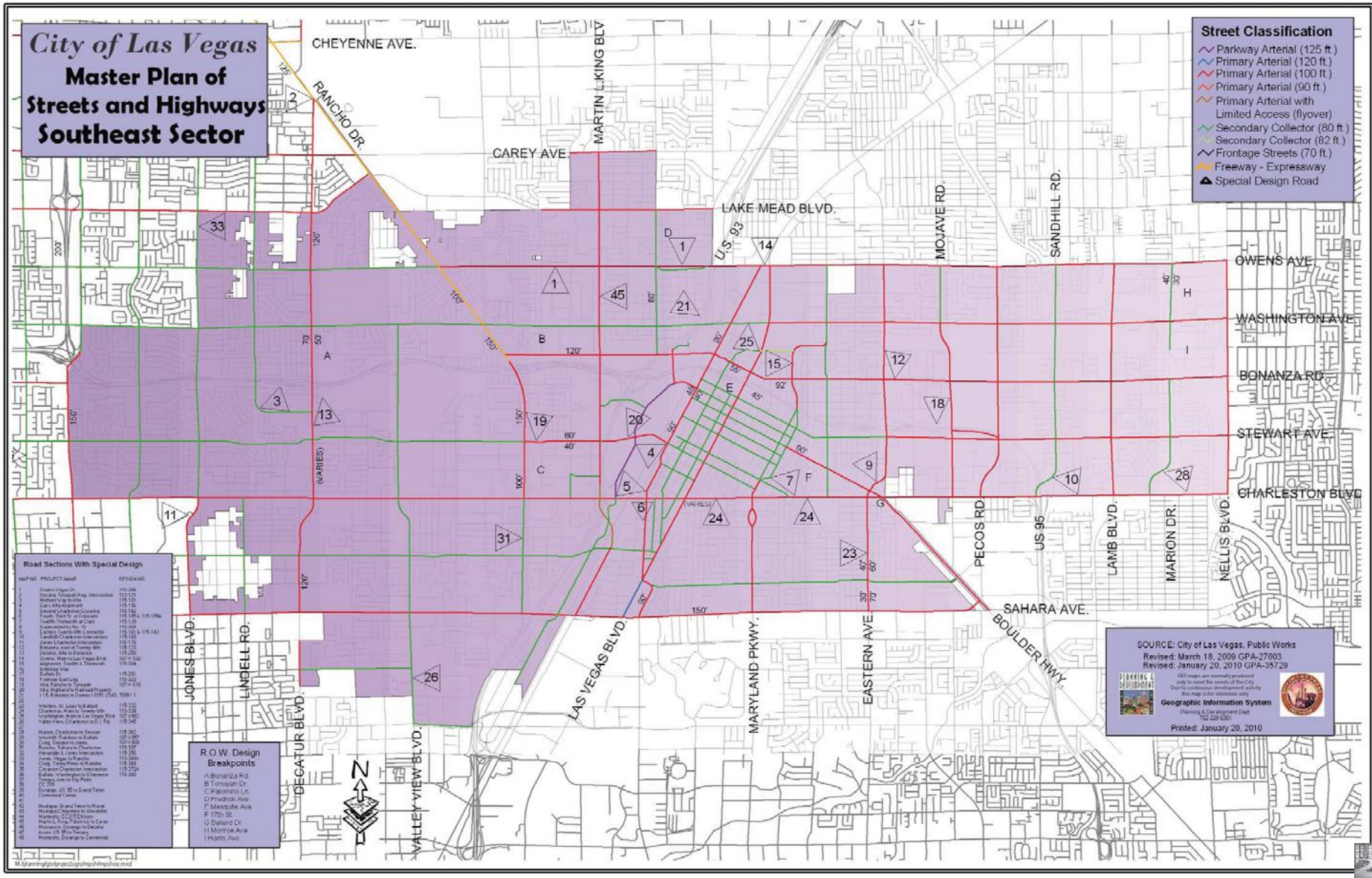
In addition to traffic congestion problems, an automobile-oriented infrastructure creates air pollution. Emissions from mobile sources represent roughly 70 percent of today's total emissions. Any effective measures to improve our transportation network should take into account clean air standards. A "Trip Reduction Plan" to develop, implement, and report annually on plans to reduce single occupant vehicle ridership for city employees would assist in obtaining air quality goals.

The city's Strategic Plan identifies the most important commitments that will help achieve the community's vision. Growth, traffic congestion, the quality of our road systems, and balancing land uses were all identified as important challenges in the 2005 Las Vegas Strategic Plan. To address these challenges, the Transportation and Streets and Highways element has recommended the pursuit of funding sources for the construction and maintenance of our roadway system through the continued support of Question 10 and gasoline taxes. It has also recommended the use of incentives to promote mixed-use development and ways to enhance the safety and appearance of our streets.

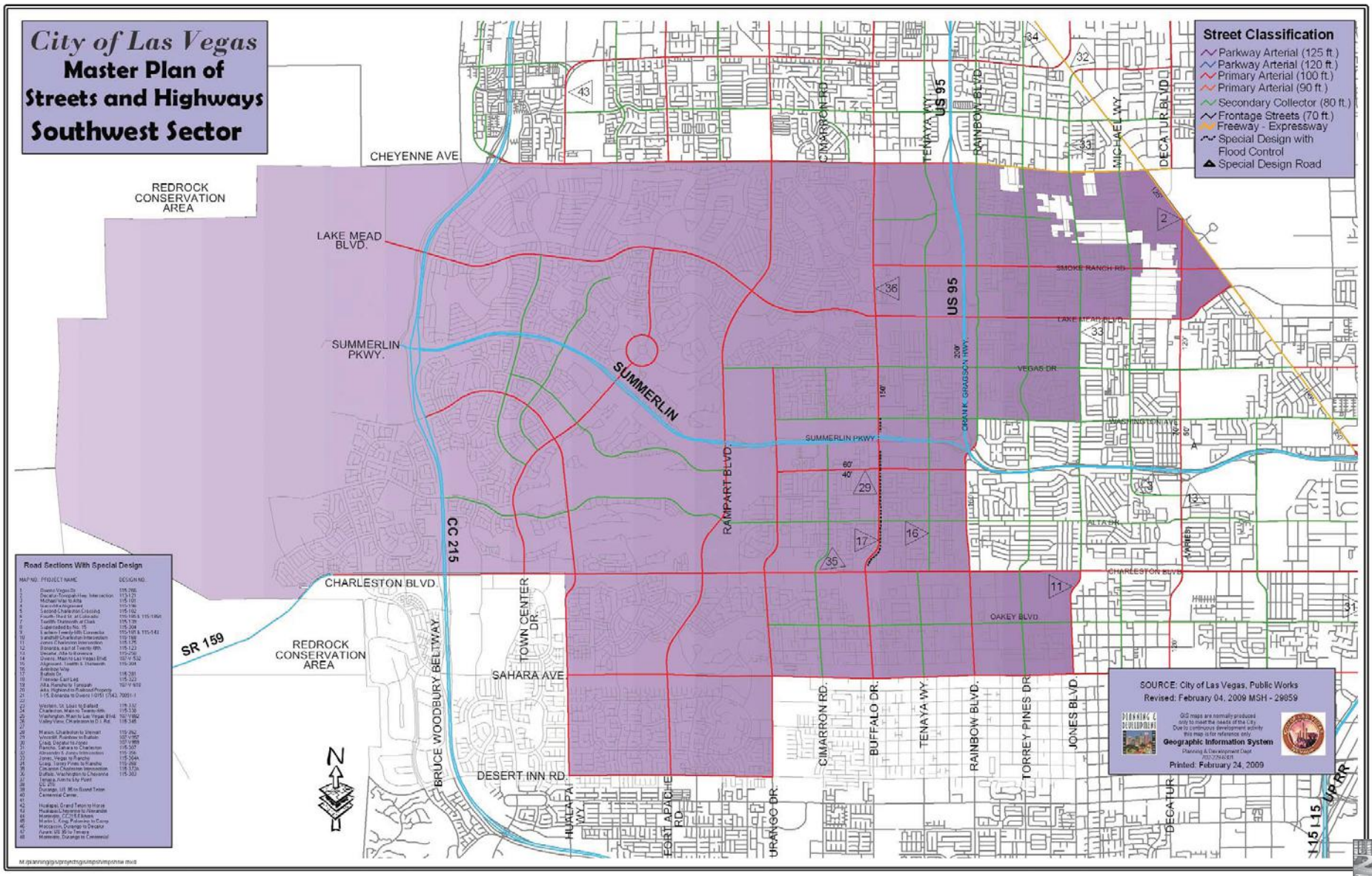
Map 1: Bureau of Land Management Disposal Boundary

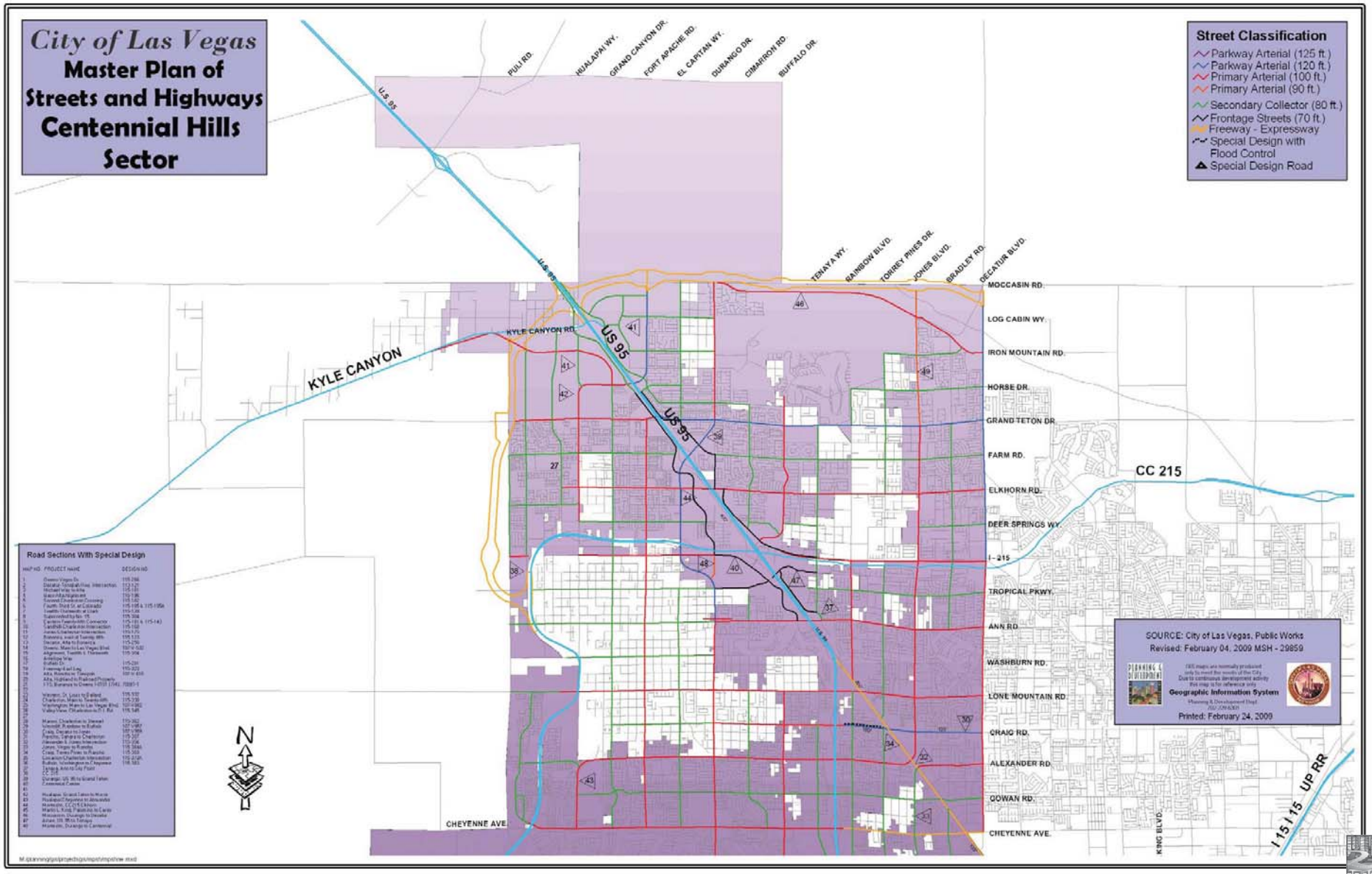


Map 2A: Master Plan of Streets and Highways, Southeast Sector

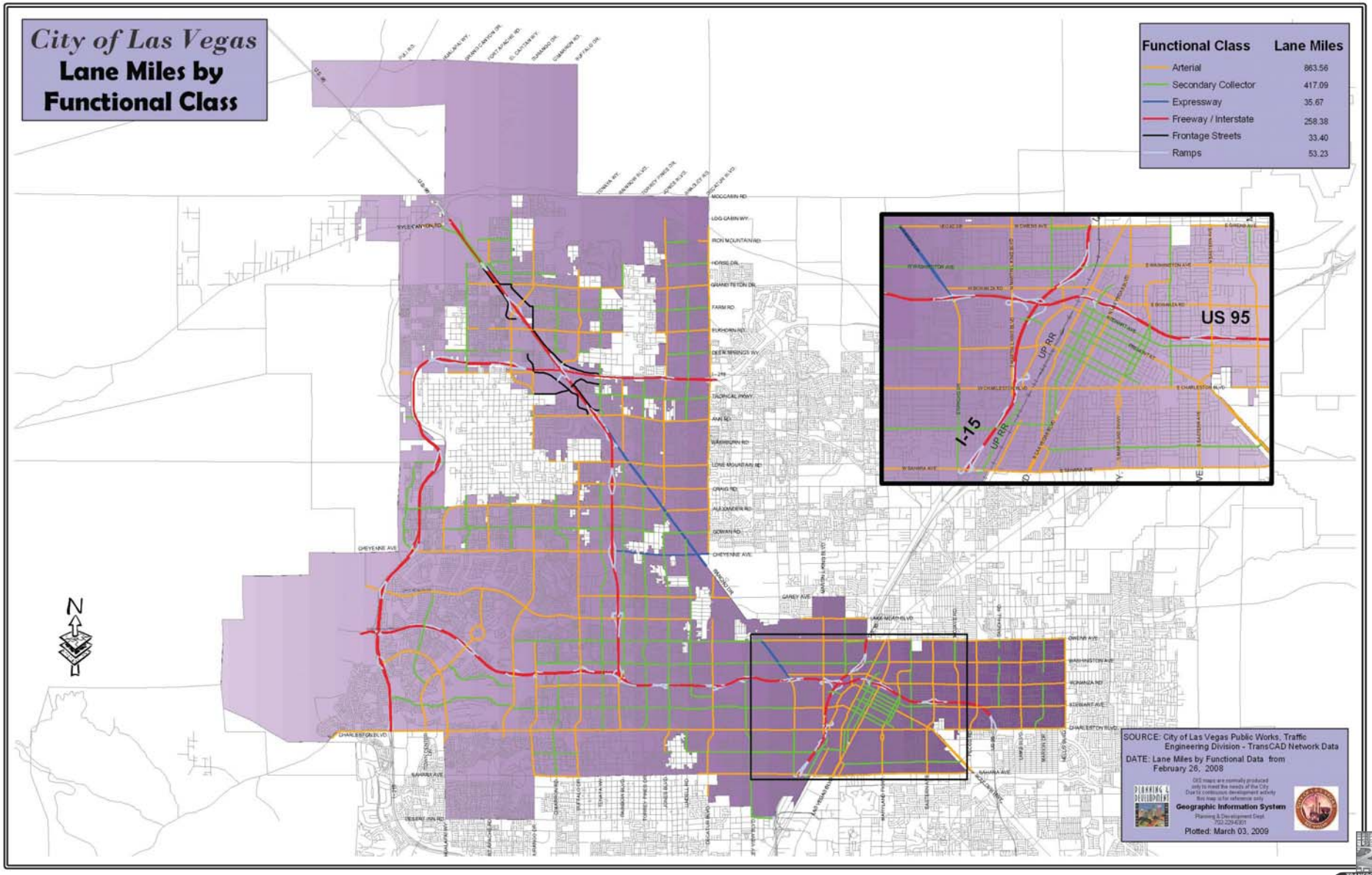


Map 2B: Master Plan of Streets and Highways, Southwest Sector

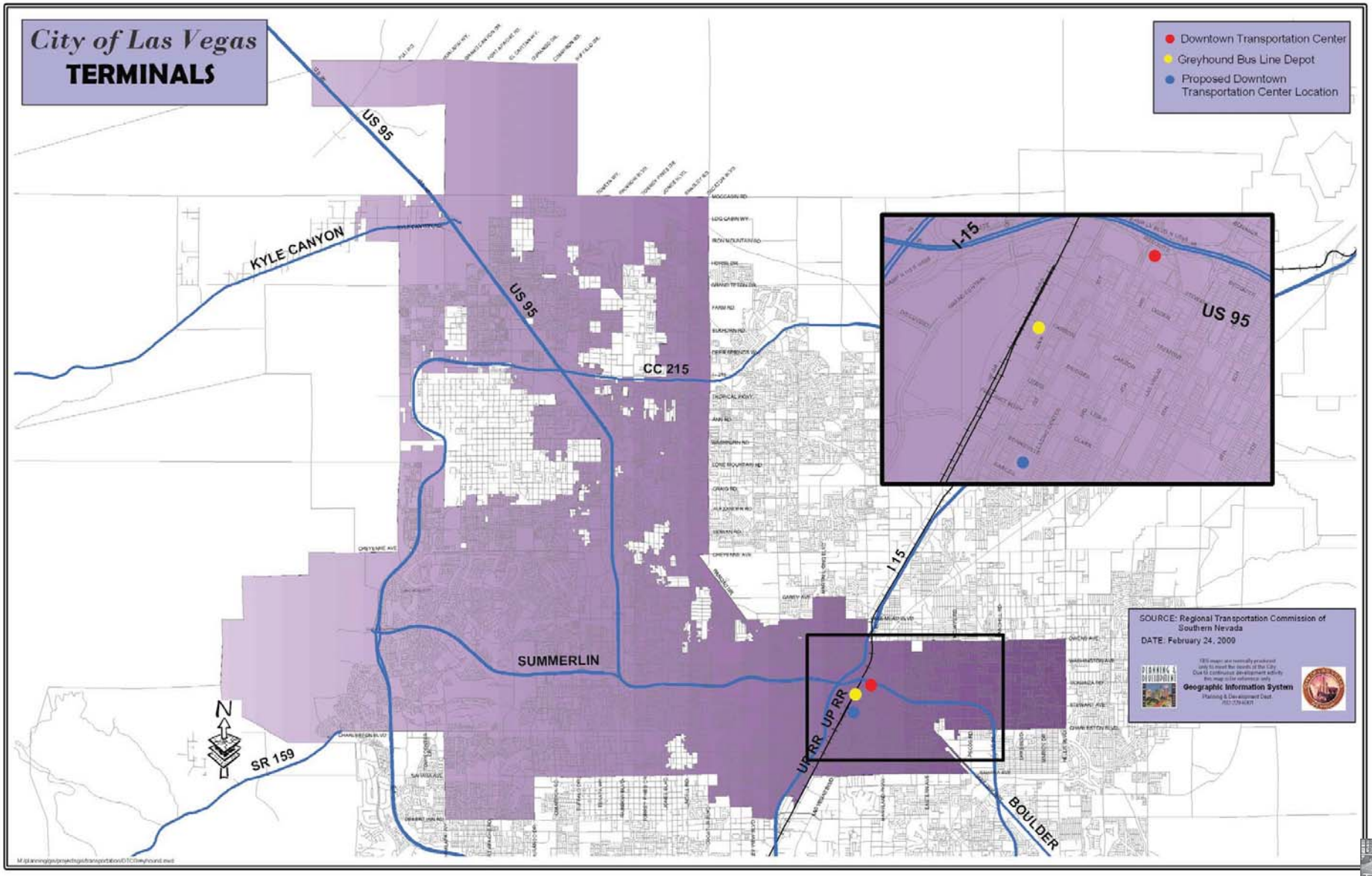




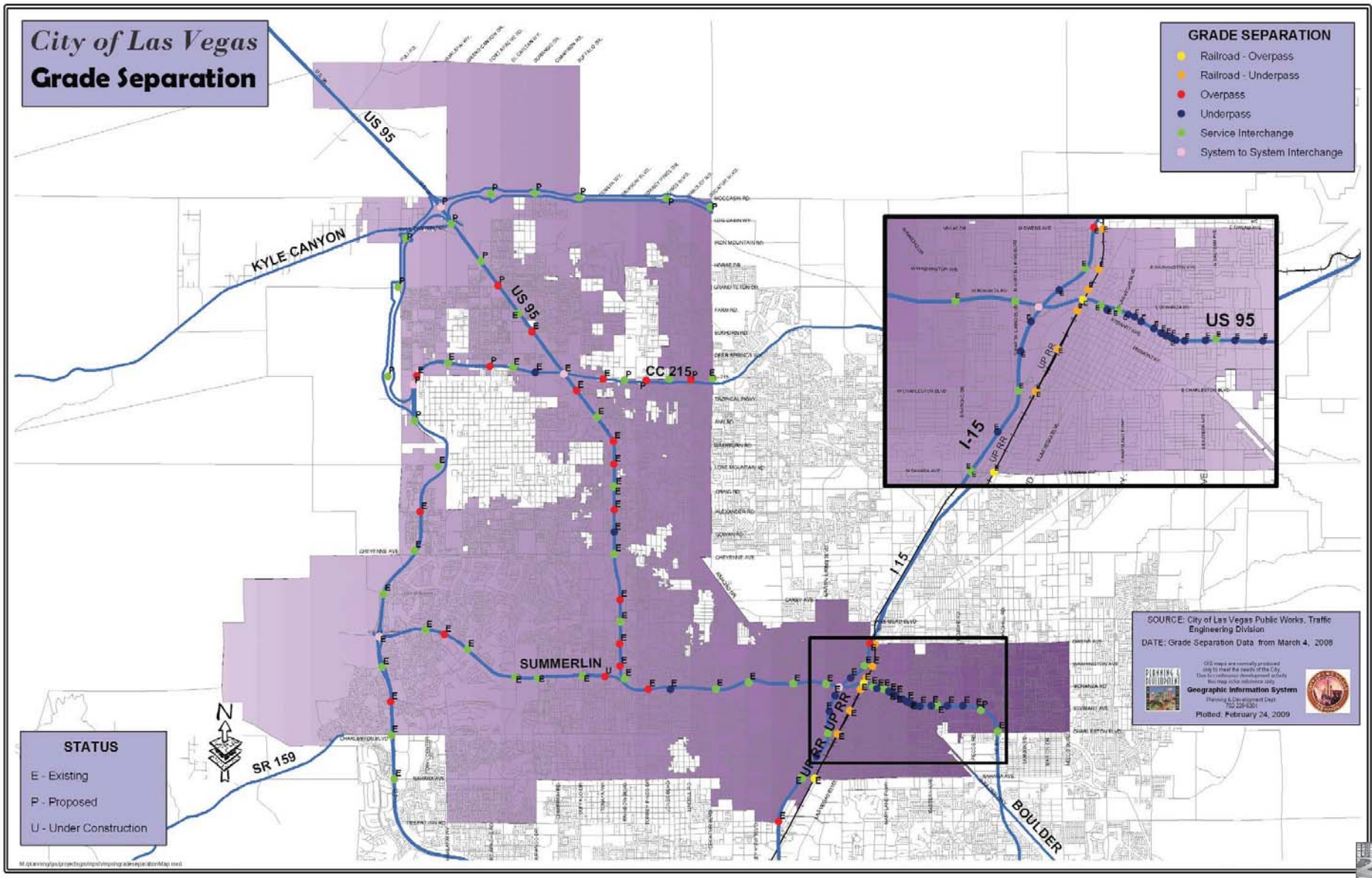
Source: City of Las Vegas Department of Public Works, Revised Feb. 6, 2008.


City of Las Vegas
Lane Miles by Functional Class
Functional Class
Lane Miles
Arterial 863.56
Secondary Collector 417.09
Expressway 35.67
Freeway / Interstate 258.38
Frontage Streets 33.40
Ramps 53.23
US 95
I-15
UP RR
N
SOURCE: City of Las Vegas Public Works, Traffic Engineering Division - TransCAD Network Data
DATE: Lane Miles by Functional Data from February 26, 2008
Geographic Information System
Plotted: March 03, 2009

Map 4: Terminals within the city of Las Vegas

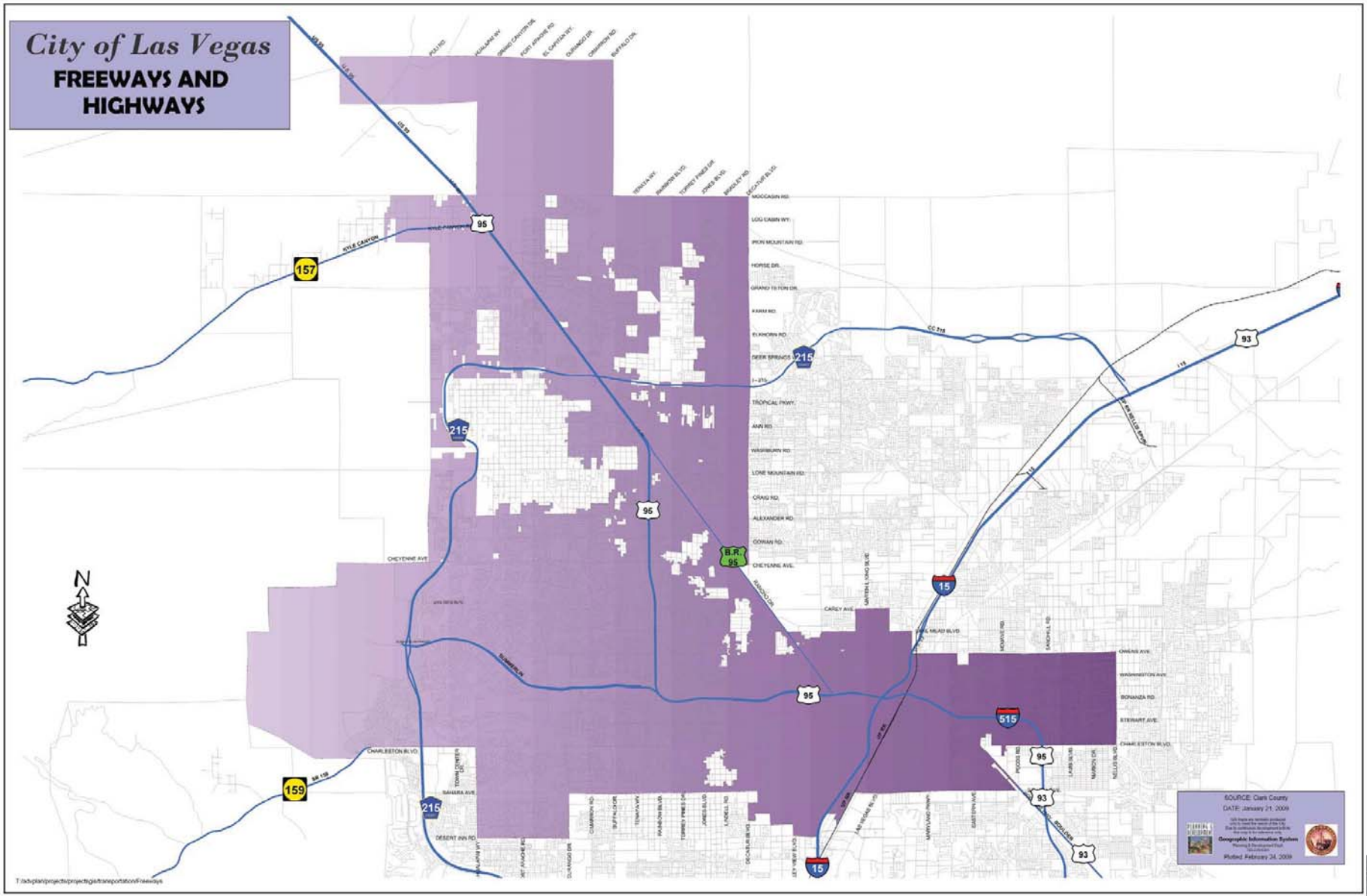


Source: Regional Transportation Commission of Southern Nevada, Dec. 23, 2008.

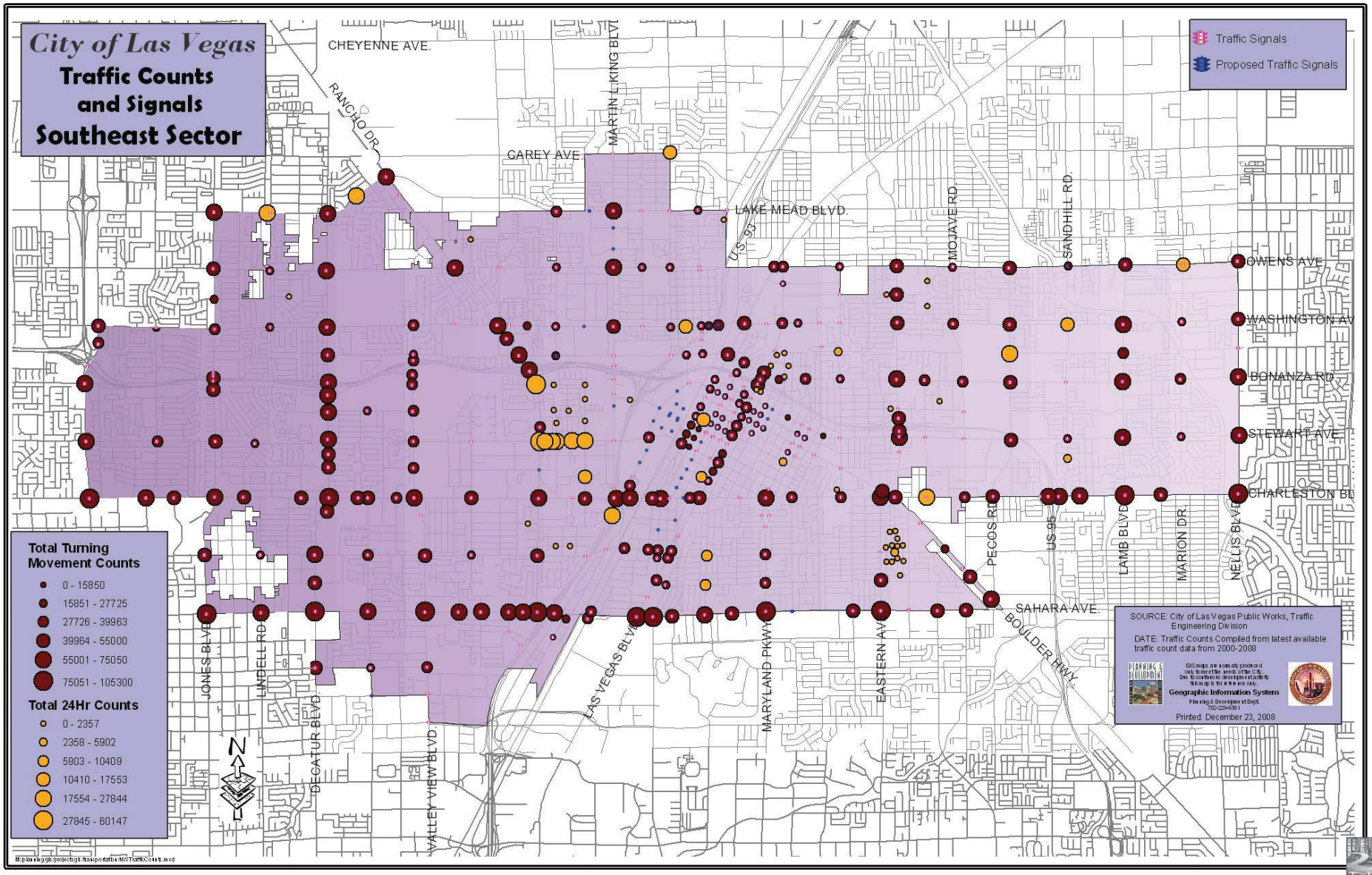


Source: City of Las Vegas Public Works Department, Traffic Engineering Division, Mar. 4, 2008.

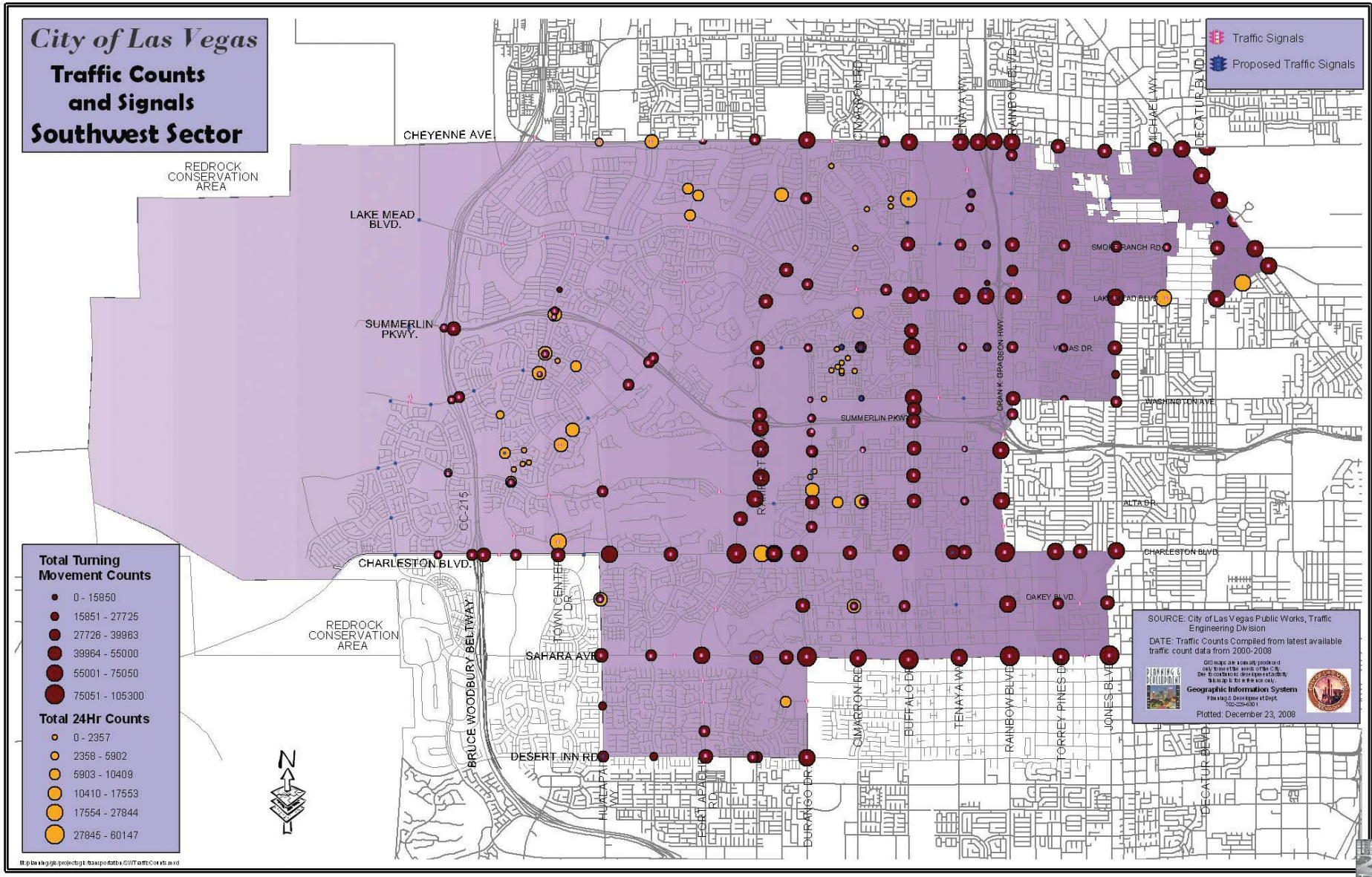
Map 6: Freeways in the city of Las Vegas



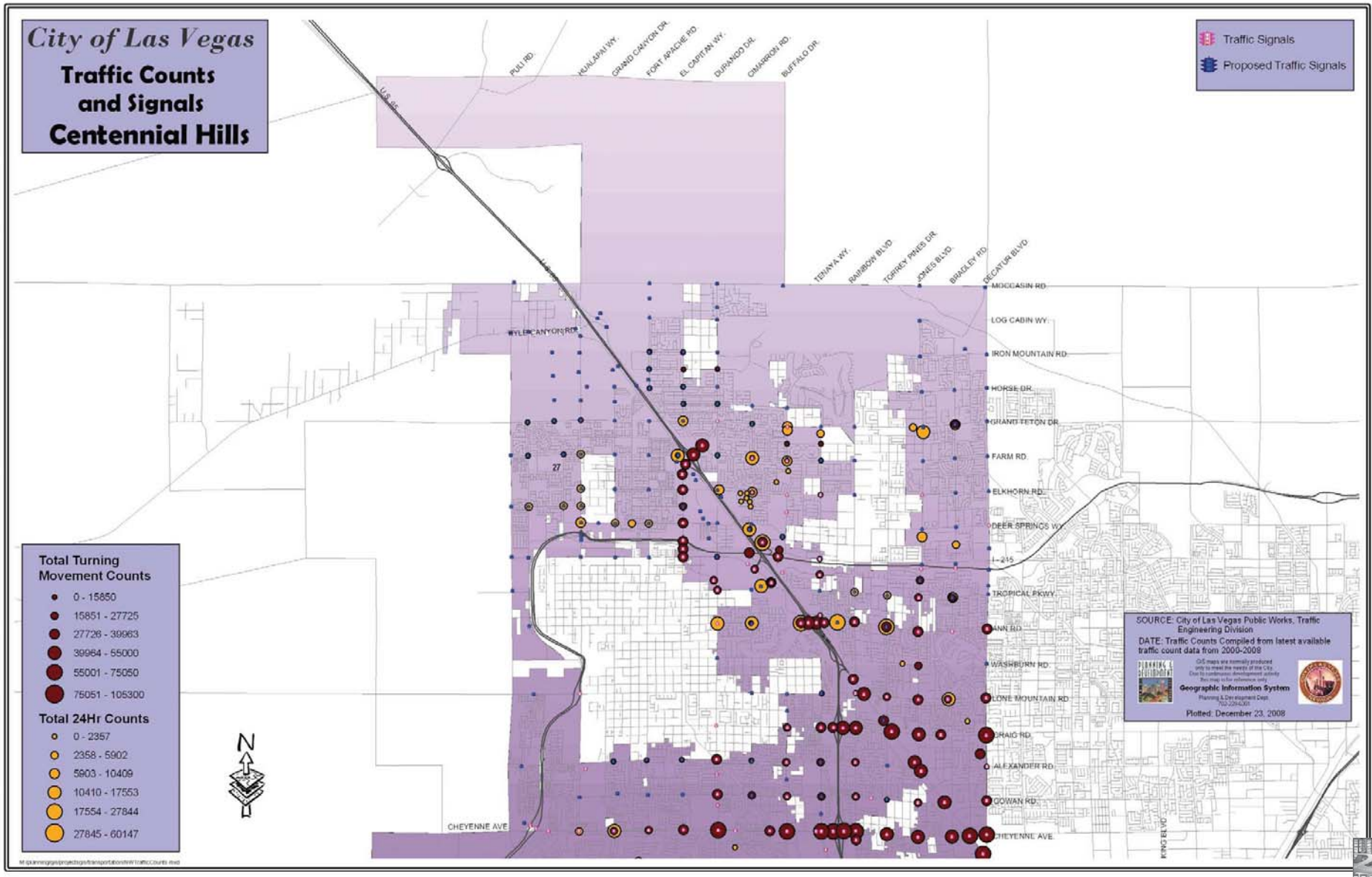
Source: Clark County, Nevada, Dec. 23, 2008.



Source: City of Las Vegas Public Works Department, Traffic Engineering Division, Dec. 23, 2008.



Source: City of Las Vegas Public Works Department, Traffic Engineering Division, Dec. 23, 2008.

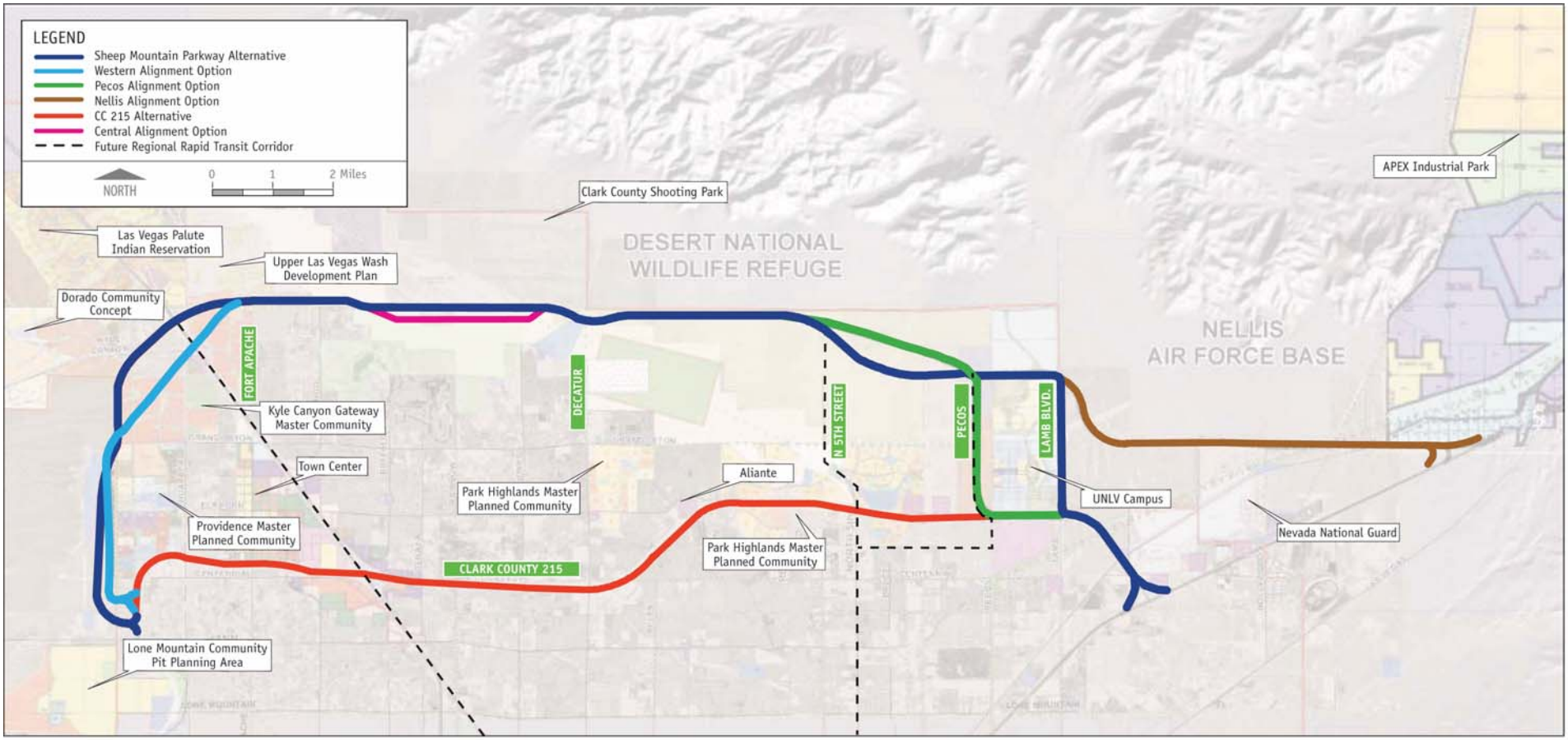


Source: City of Las Vegas Public Works Department, Traffic Engineering Division, Dec. 23, 2008.

TRANSPORTATION &
STREETS AND HIGHWAYS
ELEMENT

Map 8: Sheep Mountain Parkway Preliminary Alignment Alternatives

Date: December 18, 2008



Alternatives used

NOTE: The alignments shown are the preliminary draft alternatives to be considered in the Sheep Mountain Parkway Draft Environmental Impact Statement and are subject to change.

LIST OF ABBREVIATIONS

AADT	Annual Average Daily Traffic
AASHTO	American Association of State Highway and Transportation Officials
BLM	Bureau of Land Management
BNSF	Burlington Northern and Santa Fe Railroad
CAA	Clean Air Act
CAT	Citizens Area Transit
CC	Clark County
CCRFCD	Clark County Regional Flood Control District
CIP	Capital Improvement Plan
CLV	City of Las Vegas
CMAQ	Congestion Mitigation and Air Quality Improvement
CMO	City Manager's Office
CO_2	Carbon Dioxide
CO	Carbon Monoxide
DPW	Department of Public Works
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAST	Freeway and Arterial System of Transportation
FHWA	Federal Highway Administration
FTA	Federal Transportation Administration
FY	Fiscal Year
HOV	High Occupancy Vehicle
IMC	Incident Management Camera
ITE	Institute of Traffic Engineers
ITS	Intelligent Transportation Systems
MAX	Metropolitan Area Express
MLK	Martin Luther King Boulevard
MPO	Metropolitan Planning Organization
NAAQS	National Ambient Air Quality Standards
NDOT	Nevada Department of Transportation
NHS	National Highway System
NLV	North Las Vegas
NO_X	Nitrogen Oxide
NRS	Nevada Revised Statutes
NTMP	Neighborhood Traffic Management Program

LIST OF ABBREVIATIONS, CONTINUED

O_3	Ozone
OMC	Operations Management Committee
P&D	Planning and Development Department
PM_{10}	Particulate Matter
RTC	Regional Transportation Commission of Southern Nevada
RTP	Regional Transportation Plan
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
SIP	State Implementation Plan
SNRPC	Southern Nevada Regional Planning Coalition
SNWA	Southern Nevada Water Authority
SO_2	Sulfur Dioxide
SPUI	Single-Point Urban Interchange
TIP	Transportation Improvement Program
TOD	Transit-Oriented Development
VMT	Vehicle Miles Traveled

APPENDIX A: 1992 GENERAL PLAN CIRCULATION ELEMENT IMPLEMENTATION UPDATE

Policy#	Policy Description	Status
Policy Or Program		
A1	Evaluate roadways near all new development for capacity and safety to determine necessary improvements.	Evaluation is made for all roads and intersections adjacent to new development for which traffic impact analyses are required by the Planning Commission. The city of Las Vegas Intersections Program Master Plan evaluates roadway intersections for capacity and safety to determined needed improvements. Additionally, where applicable, site plans and civil plans are reviewed and determinations are made based on capacity and safety for developments where no traffic studies are required.
A1.1	Revise zoning ordinance to require a traffic impact analysis for all projects generating more than 100 vehicle trips during peak periods.	The zoning ordinance was not revised. The Planning Commission determines if traffic studies are required on a case-by-case basis. Traffic Engineering provides the Commission with initial trip generation estimates to assist in making this determination. Generally, 100 trips per day is the threshold beyond which a TIA would be required.
A1.2	Evaluate integration of transportation demand management measures into the development review process.	Traffic Engineering's input into TDM is minimal, as follow-up on the success of such strategies cannot be legally required at this time. Traffic Engineering has recently had internal discussions regarding reviving efforts to require TDM plans to be included in traffic studies. Conditioning of a review hearing in front of a public body to report on status is recommended.
A2	Continue to require right-of-way and frontage improvements by property owners.	Staff requires all property owners adjacent to rights-of-way to construct right-of-way improvements. These requirements are waivable.
A2.1	Form task force to look at two problems: lack of adequate roads installed by developers of "leap frog" development; and sawtooth alignments resulting from developer phasing techniques.	No task force was formed. The Department of Public Works (DPW) routinely requests overpavement on half-streets. DPW attempts to require developers to construct tapers beyond property boundaries to safely divert traffic around sawtooth road segments. However, if adjacent owners have not improved their properties, even this is not possible. A standard note on civil plans has recently been added to require that contractors contact Traffic Engineering during the construction process to verify how roadway signing and striping will be modified to transition to adjacent road segments.

Policy#	Policy Description	Status
Policy Or Program		
A3.1	Annual review and update of Master Plan of Streets and Highways Map and Schedule 13-1A.	The Master Streets and Highways Map and Schedule 13-1A are reviewed by DPW periodically (not annually) to ensure the plan is consistent with other planned roadway projects. The Master Streets and Highways Map and Schedule 13-1A are also updated as private development occurs throughout the city.
A3.2	Revise Subdivision Ordinance to allow flexibility in street improvement standards in rural areas.	No formal ordinance has been drafted or adopted. However, DPW has developed a map identifying rural (60' or less) rights-of-way and a typical cross section that is used primarily in Ward 6. On these ROWs, sidewalks and streetlights may be waived.
A3.3	Initiate reevaluation of plan to construct frontage roads along Rancho Road, north of its convergence with Oran Gragson Freeway.	No frontage roads along Rancho exist, nor are there any future plans to build them.
A3.4	Initiate a circulation study of the Northwest sector to explore circulation alternatives.	No formal studies were done in this regard. In March 2003, DPW staff conducted a Roadway Planning Charrette to plan for future roadways in the Northwest, resulting in a Consensus Map showing the locations and widths of major corridors in this area. In March 2008, a study was published considering the feasibility of a northern beltway (Sheep Mountain Parkway).
B1	Evaluate priorities for traffic control and street improvements through the analysis of current traffic operations data.	Traffic control needs are prioritized when there are funding shortfalls, based on accidents and other factors. There is no formal ranking for road projects; however, any projects in the CIP are thoroughly analyzed. The CLV Intersections Program Master Plan does prioritize roadway intersection improvement projects through collection of traffic count data.
B1.1	Biannual review of warrants for traffic control devices.	Conducting warrants at all potential signal and stop sign locations is not feasible due to the large number of intersections. All intersections identified due to public requests, police requests, development traffic studies, or high accident patterns receive warrant analysis. The intersections that are close to meeting warrants are reviewed thereafter annually.
B1.2	Implementation of the TRANPLAN travel demand model.	TRANPLAN is no longer used; the RTC has switched to TransCAD. RTC approved update Package 2A to the 2004 Regional Travel Demand Model on January 31, 2008.

Policy#	Policy Description	Status
Policy Or Program		
B1.3	Develop a Transportation Criteria Model	No such model has been created by staff.
B2	Seek improvement of regional access to and from the Downtown area as well as within.	Increased vehicular capacity to and from I-15 has been planned as part of NDOT's I-515 widening project, which will increase the capacity of the Las Vegas Boulevard interchange. Planning for improved capacity to the north along Main Street and Las Vegas Boulevard has occurred. Master Streets and Highways Map and Schedule 13-1A changes are likely in the near future, in response to NLV's Fifth Street corridor improvements. Improvements for transit access are being accomplished through the City's project to accommodate BRT along Casino Center and Ogden, and the City's involvement in regional RTC projects for additional BRT routes along Fremont/Boulder and Sahara. The city has also planned for improved east-west capacity with the newly designed Clark/Bonneville one-way couplet project. Regarding pedestrian access, the City is pursuing a master plan for future downtown pedestrian bridges through a current RTC UPWP project.
B2.1	Pursue solution of access to Union Pacific property in conjunction with the upgrading of the I-15/ U.S. 95 interchange.	Improved transit access is being accomplished through the Grand Central Parkway BRT (ACE) project. Improved access from MLK is being accomplished along Discovery Drive by previous city projects and the current MLK project. Increased capacity of the Charleston interchange and additional access through construction of an interchange at Alta are planned as part of NDOT's project Neon. Increased connections to I-515 have been planned as part of NDOT's I-515 widening Project, which will include an interchange at City Parkway and through the D/F Street Connector tying City Parkway into I-15. Additionally, OBD is pursuing pedestrian bridges over the railroad as part of the Union Park development.
B2.2	Develop a work plan to increase through capacity on roadways in Downtown experiencing severe congestion.	Other than the Bonneville/Clark Couplet as discussed in B2, there are no improvements planned to increase through capacity in Downtown. The priorities of the city are now to trade vehicle capacity for wider sidewalks and landscaping to improve pedestrian access, and to convert travel lanes to BRT lanes to improve transit access. Portions of Las Vegas Boulevard and Charleston are possible candidates for widening to improve vehicle, transit and pedestrian capacity in the future.

Policy#	Policy Description	Status
Policy Or Program		
B2.3	Pursue alternatives for the upgrade of the Charleston/I-15 interchange to improve access to and from I-15 and improve through traffic on Charleston Boulevard.	Increased capacity of the Charleston interchange and additional access through construction of an interchange at Alta are planned as part of NDOT's project Neon.
B3.1	Identify the appropriate corridor for the expressway in the Northwest, west of Rancho Drive and the termination point of a bypass route along Rancho Drive.	Las Vegas has expanded well beyond these limits and U.S. 95 has been extended well beyond Rancho Drive. Additionally, the Bruce Woodbury Beltway has been built and an outer beltway (Sheep Mountain Parkway) is now in the planning stages.
B4.1	Continue implementation of left turn signals and lanes as well as protected/permissive left turn signals.	Signals are continually re-evaluated for left turn phasing based on safety and capacity criteria.
B4.2	Completion of expansion and enhancement of LVACTS.	LVACTS has been renamed as FAST, which continues to expand with RTC and NDOT funding and oversight. The city no longer has a responsible funding share for this system, but continues to hold a seat on the Operations Management Committee that provides external input to FAST and supports FAST expansion and enhancement.
B4.3	Develop Access Management Guidelines.	Other than City codes that specify a minimum separation distance between intersections, there are no formal access management guidelines. Site plans and new roadways are evaluated on a case-by-case-basis. DPW would recommend not pursuing this objective.
B4.4	Prohibit parking on all primary thoroughfares.	Parking has been prohibited on all major thoroughfares to the extent practical. However, there are a few grandfathered locations where on-street parking exists on major thoroughfares. Future on-street parking could be addressed on a case-by-case basis.
B4.5	Develop procedure for evaluation of implementation of one-way couplets.	Evaluation is accomplished through traffic modeling. Implementation is more difficult politically, as there is concern that one-way streets might interfere with redevelopment.
B4.6	Inventory at-grade railroad crossings. Analyze for cost, benefit and timing of removal.	There are only two at-grade railroad crossings in the city: Oakey/Wyoming and City Parkway/Mesquite. The Wyoming crossing is scheduled to be grade separated in project Neon. The City Parkway crossing is a minor spur that only serves a single building and sees very little train traffic. NDOT analysis has determined that due to the low volume of trains, this crossing doesn't merit grade separation, and it is not being grade separated in either the I-515 or D/F Connector projects.

Policy#	Policy Description	Status
Policy Or Program		
B5	Continue to maintain streets to ensure maximum useful life.	Field Operations has a rigorous pavement maintenance program which overlays primary and secondary arterial roadways and also slurry seals residential streets on a seven-year cycle.
B5.1	Identify other funding sources for roadway maintenance.	Roadway maintenance is currently funded through State Gasoline Tax revenues, which are given to local jurisdictions based on roadway centerline miles. The RTC also provides gas tax funding for maintaining arterial roadways within the Las Vegas Valley.
B6.1	Determine feasibility of seeking a change to state law regarding 1,320-foot limit for Special Improvement Districts.	The state law was changed to 2,640 feet in 1993 (AB 254).
B7	Evaluate transportation facilities and services compliance with American Disabilities Act.	All new construction is checked for ADA compliance according to the most recent available guidance.
B8.1	Evaluate the street network for determination of truck routes.	Traffic Engineering works with Clark County and NDOT to maintain a truck route map that ties in with other agencies. This is periodically reviewed and modified as necessary.
B8.2	Continue installation of truck route signs.	DPW prefers to use the truck route map and not sign all routes. Of more importance are "No Trucks" signs for non-truck routes where problems occur. Traffic Engineering recommends discontinuing this objective.
C1	Support expansion of transit service to serve all areas, particularly areas of transit dependent populations.	DPW has extensively worked with RTC to expand transit services within the city. There are several BRT projects in various phases of planning, design or construction. The city also works with RTC regarding bus stops and turn-outs, and together they are developing a park-and-ride at Oso Blanca/Grand Montecito. DPW is in the process of constructing numerous bus turn-outs.
C2	Support express bus routes and HOV corridors to improve transit service.	DPW has worked with the RTC and other agencies in planning the major freeway upgrades to plan, design and construct HOV lanes.

Policy#	Policy Description	Status
Policy Or Program		
C3	Support the implementation of traffic design features to improve operation of transit vehicles.	Traffic Engineering supports traffic design features, and is constructing many of them on the current BRT projects.
C4	Continue to operate the DTC (Downtown Transportation Center).	The Bonneville Transit Center opened on November 7th, 2010 and is operated by the RTC; the city continues to run its City Ride service through the new facility.
C5	Support public and private organizations which provide paratransit services.	The city supports the RTC's Paratransit Service.
C6.1	Conduct an annual bicycle path network meeting to develop a metropolitan bicycle network.	The formation of the RTC's Non-Motorized Alternative Transportation Mode (Alt Mode) Working Group was generated by the Clark County Advisory Question 10 (2002) Fair Share Transportation Funding Program. The Working Group currently meets bi-monthly as a facilitator of the Alternative Mode Master Plan, a component of the Bicycle and Pedestrian Element of the RTP.
C6.2	Biennial review of Bicycle Plan.	The Alternative Mode Master Plan is owned and maintained annually by the RTC as part of the Bicycle and Pedestrian Element of the RTP.
C6.3	Continue to install bicycle racks at public facilities.	The Department of Leisure Services requests bike racks at all public parks and recreational facilities during the design process; however, there is no formal policy for requiring the racks.
C6.4	Revise zoning ordinances to require bicycle storage facilities in all new multi-family and commercial developments.	The zoning ordinance was not revised. The developer has the option not to provide these facilities.
C7.1	Develop a comprehensive City pedestrian plan.	A pedestrian plan was not drafted. Many of the recommendations in such a plan may be found in other Master Plan elements.

Policy#	Policy Description	Status
Policy Or Program		
C8.1	Develop a multi-use trail system.	The Transportation Trails and Recreation Trails Elements of the Las Vegas 2020 Master Plan were adopted January 16, 2002. An update was adopted January 20, 2005. DPW is currently field-verifying and logging the pedestrian paths and multi-use trails for accurate data.
C9	Pursue development of a super speed train.	The city assists private efforts in the planning of a super speed train from Las Vegas to Southern California.
D1	Continued city participation on RTC committees.	The city participates on the Executive Advisory and Utility Coordination Committees; Metropolitan Planning, Operations and Specifications Subcommittees; and the Alt Mode Work Group.
D2	Require circulation improvements to be in conformance with local and regional circulation plans.	Improvements are generally required to conform to the Master Plan of Streets and Highways.
D3	Coordinate with RTC in development of an intermodal circulation system.	DPW, in conjunction with RTC, continues to extensively support programs to encourage development of pedestrian, bicycle, and bus systems.
D4	Coordinate with Clark County regarding the Nuclear Waste Repository Program.	The Planning and Development Department does not currently coordinate with Clark County regarding the Nuclear Waste Repository Program.
D5.1	Continue the Safe Route to School Program.	The program has been renamed "Suggested Routes to School," and is reevaluated annually.
D5.2	Develop standards for installation of school speed zones and speed limit flashers.	Speed zone and signal standards have been developed by RTC per NRS. The city conforms with these standards.

Policy#	Policy Description	Status
Policy Or Program		
E1	Utilize system management techniques to aid in improving roadway level of service to help reduce air pollution.	These techniques are implemented by FAST.
E2.1	Cooperate with RTC in developing and promoting TDM techniques for city of Las Vegas employers and developers.	The city participates in the RTC's Club Ride program, offering benefits to those who carpool.
E2.2	Continue to offer Share-A-Ride program to city employees.	RTC's Club Ride enlists private companies and public entities, including the city, in a program that encourages carpooling, biking, walking and public transit. Participants are enrolled through the city's designated Transportation Coordinator.
E2.3	Evaluate impact of four-day work week for City employees on traffic during peak hours.	It is not known whether a study was conducted. Some departments have already implemented a four-day work week.

APPENDIX B: PUBLIC PARTICIPATION

The Planning and Development Department facilitated the following neighborhood meetings to present the Transportation and Streets and Highways Element:

Monday, March 24, 2008
6:30 p.m.
Mirabelli Community Center (Special Events Room)
6200 Hargrove Avenue
Las Vegas, Nevada 89107

Tuesday, March 25, 2008
6:30 p.m.
Centennial Hills Community Center (Classroom #4)
6601 North Buffalo Drive
Las Vegas, NV 89131

Wednesday, March 26, 2008
6:30 p.m.
Rafael Rivera Community Center (Classroom A)
2900 Stewart Avenue
Las Vegas, NV 89101

Presentation of the draft Transportation and Streets and Highways Element to the Planning Commission was made on February 12, 2009.

Presentation of the draft Transportation and Streets and Highways Element was made to the City Council on March 18, 2009.

The City Council adopted the element on April 15, 2009.

APPENDIX C: SCHEDULE 13-1A

Street Name	Between	Width	Right-of-Way Split	City Council Action #
Alexander Road	Approximately 400' west of the Hualapai Centerline to approximately 1700' East of the Hualapai Centerline	100'	Special design	MSH-7-98
Alta	Martin L. King Boulevard to Rancho Drive	100'	N 60'/40' S	MSH-7-98
Azure	US 95 to Tenaya	90'	N 45'/45' S	MSH-7-98
Craig	US 95 to Rancho Drive	150'	N 75'/75' S	MSH-3453
Craig	Durango Drive to US 95	100'	N 50'/50' S	MSH-3453
Fremont Street	Main Street to Ninth Street	80'	W 40'/40' E	*Prior code
Fremont Street	Ninth Street to Seventeenth Street	90'	W 45'/45' E	*Prior code
Grand Montecito	Durango Drive to Centennial Parkway	90'	W 50'/40' E	MSH13509
Grand Montecito	Centennial Parkway to Elkhorn	90'	W 45'/45' E	MSH-1-00
Grand Montecito	Elkhorn to Durango	90'	W 45'/45' E	MSH-2-00
Hualapai Way	Curves to the East into Alexander road approximately 1800' south of the Alexander Road Centerline	100'	Special design	MSH-7-98
Jones	Grand Teton to North City limit	90'	W 50'/40' E	MSH 3453
Las Vegas Boulevard	Sahara to Fourth Street	120'	W 60'/ 60' E	MSH-29429
Las Vegas Boulevard	Fourth Street to Charleston Boulevard	100'	W 50'/ 50' E	MSH-29429
Las Vegas Boulevard	Charleston Boulevard to Stewart Avenue	90'	W 45'/45' E	*Prior code
Las Vegas Boulevard	Stewart Avenue to Mesquite Avenue	Transition	W varies/45' E	*Prior code
Las Vegas Boulevard	Mesquite Avenue to Bonanza Road	100'	W 55'/45' E	*Prior code
Main Street	Approximately 180' south of Stewart Avenue south r/w line to approximately 160' north of Bridger Avenue north r/w line	88'	W 48'/40' E	*Prior code
Main Street	Approximately 160' north of Bridger Avenue north r/w line to Las Vegas Boulevard South	90'	W 45'/45' E	*Prior code
Mocassin Road	Kyle Canyon Road to Thom Boulevard	100'	N 50'/50' S	MSH-1-99, MSH-6-02
Rancho	Vegas to US 95	125', 200'	Equal	MSH-3453
Tropical Parkway	Cimmaron to US 95	90'	N 45'/45' S	MSH-7-98
Westcliff Drive	Rainbow Boulevard to Durango Drive	100'	N 60'/40' S	Per drawing 107-v957 approved - 5/6/1976
Marion Drive	Owens Avenue to East Monroe Avenue	70'	W 40'/30' E	Private improvement

*(Ord. 2231 § 2 (part), 1981: prior code § 9-11-8(A)(1, 2, 3))

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-24 - Repeals the Code chapter pertaining to the Master Plan of Streets and Highways and replaces it with a chapter pertaining to planned streets and highways. (TXT-40405) Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will repeal the Code chapter pertaining to the Master Plan of Streets and Highways (Chapter 13.12) and replace it with a chapter pertaining to planned streets and highways. For a number of years Chapter 13.12 functioned as a part of the City's Master Plan. It is no longer needed for that function; the City's Master Plan now includes an element to specifically address transportation and streets and highways. The replacement chapter created by this bill will establish standards applicable to the types of streets and highways that are referenced in the Master Plan.

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

BACKUP DOCUMENTATION:
1. Bill No. 2012-24
2. Business Impact Statement

BILL NO. 2012-24

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL THE CODE CHAPTER PERTAINING TO THE MASTER PLAN OF STREETS AND HIGHWAYS AND REPLACE IT WITH A CHAPTER PERTAINING TO PLANNED STREETS AND HIGHWAYS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Repeals the Code chapter pertaining to the Master Plan of Streets and Highways and replaces it with a chapter pertaining to planned streets and highways.

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

SECTION 1: Title 13, Chapter 12, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 13 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new Chapter 12, consisting of Sections 10 to 170, inclusive, set forth below:

13.12.010: The purpose of this Chapter is to establish guidelines for planned streets and highways that correspond to and are in conformance with the elements of the City's Master Plan that pertain to transportation and streets and highways.

13.12.020: The Planned Streets and Highways Map and the schedule of exceptions designated as "Schedule 13-1A" that are attached to the Ordinance codified in this Chapter (Ordinance No. ____), together with subsequent amendments thereto, are hereby adopted by reference and made a part of this Chapter as if fully set forth herein. In this Chapter, the Planned Streets and Highways Map shall be referred to as the "Map" and Schedule 13-1A as "Schedule 13-1A."

13.12.030: "Planned streets and highways" shall denote streets and highways of importance to the City and on which preference is given to the through movement of traffic. Planned streets and highways shall consist of the following streets and highways designated as such on the Map and on Schedule 13-1A:

(A) All highways designated as Federal highways;

(B) All highways designated as State highways, including the corresponding frontage roads;

(C) Section line roads designated by the Planning Commission; and

(D) Other streets and highways, existing or proposed, that have been so designated in order to carry out the purposes of this Chapter.

13.12.040: For the purposes of function, the planned streets and highways designated as such on the Map and on Schedule 13-1A are the following:

(A) Major thoroughfare:

(1) Freeway: A divided highway with one-hundred-fifty-foot-wide minimum right-of-way and classified as "controlled access"; a high-speed road with grade-separated interchanges.

(2) Expressway: A divided highway with a one-hundred-fifty foot-wide minimum right-of-way and classified as "limited access"; a high-speed road with at-grade, cross-traffic intersections.

(B) Primary thoroughfare:

(1) Parkway arterial: A street or highway which has a minimum right-of-way width of one hundred twenty feet; an existing or potential design capacity of three or more travel lanes of traffic in each direction, divided by a landscape median; and, within the right-of-way, nineteen feet on each side of the roadway reserved for sidewalks and landscape.

(2) Primary arterial: A street or highway which has a minimum right-of-way width of one hundred six feet and an existing or potential design capacity of three travel lanes of traffic in each direction, divided by a raised median with left turn pockets. A primary arterial within a proposed development that is adjacent to existing improvements may have a lesser right-of-way width if the Director of Public Works, pursuant to LVMC 19.04.010, has determined that the complete streets standards set forth in Chapter 19.04 need not apply to that primary arterial street.

(C) Secondary thoroughfare:

(1) Major collector: A street or highway which has a minimum right-of-way width of eighty feet and an existing or potential design capacity of two travel lanes of traffic in

each direction, with a center turn lane or a raised median with left turn pockets.

13.12.050: Minor streets shall include all streets not designated as planned streets and highways on the Map and on Schedule 13-1A.

13.12.060: (A) For the purposes of function, minor streets are classified as follows:

(1) Minor collector: A street which has a minimum right-of-way width of sixty feet which collects traffic from local streets and distributes it to major collector or arterial streets.

(2) Residential street: A street with which is designed to carry residential traffic between minor collectors.

(3) Local street: Any street which is designed to a carry a combination of light commercial and residential traffic between minor collectors, major collectors and primary arterials that does not function as a collector or arterial.

(4) Local access or service road: A street or that portion of a major or secondary thoroughfare lying outside the principal roadway designed to provide frontage for individual lots and which primarily carries traffic having a destination or origin on the street itself.

(B) The locations of minor streets are not shown on the Map and on Schedule 13-1A, but such streets shall be subject to any provisions of this Chapter that apply to minor streets.

13.12.070: Except as otherwise provided in this Chapter, the minimum right-of-way widths which shall be provided for planned streets and highways shall be as follows:

Classification	**Minimum Right-of-Way Width (feet)**
Major thoroughfare	
Freeway or expressway	150
Primary thoroughfare	
Parkway arterial	120
Primary arterial	106 (subject to LVMC 13.12.040(B)(2))
Secondary thoroughfare	
Major collector	80

13.12.080: Exceptions to the right-of-way minimums set forth in LVMC 13.12.070 shall be as shown on the Map and described on Schedule 13-1A.

13.12.090: The minimum right-of-way (property line) radii requirements and curbline radii requirements for intersections of planned streets and highways shall be in accordance with City Standards, as defined in the most recent editions of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County, Nevada, and the Standard Drawings for Public Works Construction Off-Site Improvements, Clark County, Nevada. However, the minimum right-of-way radii for intersections of planned streets and highways within the area bounded by Eighth Street, Main Street, Bonanza Road and Charleston Boulevard shall be ten feet.

13.12.100: It is intended that the right-of-way widths set forth in LVMC 13.12.070 represent minimum requirements only and that wider rights-of-way or larger radii distances be provided where design criteria indicate the need therefor. In such cases, the wider rights-of-way shall be indicated on the Map and on Schedule 13-1A.

13.12.110: The City Council may grant exceptions to the minimum right-of-way widths required by this Chapter, in addition to those described in this Chapter, where such exceptions are deemed necessary. Any proposed exceptions shall be processed as in the case of a General Plan Amendment under Title 19. Exceptions approved by the City Council shall thereafter be indicated on the Map and on Schedule 13-1A.

13.12.120: With respect to any planned street or highway located on a section line, the section line shall be the centerline unless the City Council establishes a different centerline by means of an application processed as in the case of a General Plan Amendment under Title 19. With respect to any proposed or existing planned street or highway which does not follow a predetermined line, the location of the centerline in each case shall be established by action of the City Council by means of an application for approval of a special design. Such an application shall be processed as in the case of a General Plan Amendment under Title 19. In the case of a centerline established by Council action under this Section, the centerline shall thereafter be indicated on the Map and described on Schedule 13-1A, except that in master planned communities subject to a development agreement, centerlines that are described in the development agreement need not be reflected on Schedule 13-1A.

13.12.130: The layout of subdivisions and setback requirements on land adjacent to planned streets and highways and minor streets, and the right-of-way widths of planned streets and highways and

minor streets, are set forth in the subdivision, building and zoning regulations contained in this Code. These rules and regulations have been prepared in order to further promote and aid in the development of planned streets and highways and minor streets, and for other purposes.

13.12.140: All buildings or structures to be built along any planned street or highway shall be set back from the centerline of any existing or proposed planned street or highway a distance equal to one-half the proposed right-of way width, plus the distance required by the particular zone in which the property is located, unless an ordinance is adopted to establish a distance other than one-half the proposed right-of-way width. With respect to any building or structure located at any intersection described in LVMC 13.12.090, the foregoing setback requirements shall be increased to conform to the property line radius specified in that Section.

13.12.150: Whenever the owner or developer of property which abuts any proposed or existing planned street or highway (other than a freeway or expressway) is required by this Code, or by any other law or regulation, to dedicate land for a planned street or highway, the dedication shall consist of one-half the proposed right-of-way width, unless a different dedication width is designated on the Map and on Schedule 13-1A. Where the same person owns or develops the property on both sides of any proposed or existing planned street or highway, the required dedication shall be the entire right-of-way width. Any such dedication shall include, in addition to the above requirements, any additional right-of-way necessary:

(A) To conform to the property line radius as described in LVMC 13.12.090; and

(B) To conform to the requirements of the most recent version of the Clark County Area Uniform Standard Drawing 201.1.

13.12.160: In the event of any discrepancy between the Map and Schedule 13-1A, the Director of Public Works is authorized to determine which document is correct. The document that is determined not be correct shall be corrected, or the documents otherwise reconciled, as follows:

(A) By administrative action of the Director where the document that is correct has been properly adopted; or

(B) By means of LVMC 13.12.170, otherwise.

13.12.170: The City Council may amend the Map and Schedule 13-1A from time to time by means

of ordinance or resolution. Any amendment shall first be processed as in the case of a text amendment under Section 19.16.220 of the Unified Development Code.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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

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

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-22-12
_____
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2012-24

(Repeals the Code chapter pertaining to the Master Plan of Streets and Highways and replaces it with a chapter pertaining to planned streets and highways)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2012-24, that would repeal the Code chapter pertaining to the Master Plan of Streets and Highways and replace it with a chapter pertaining to planned streets and highways.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Not applicable

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: May 22, 2012

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-25 - Adopts an updated Conservation Element of the Las Vegas 2020 Master Plan.
Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
In 2002 the City Council adopted the Conservation Element of the Las Vegas 2020 Master Plan, which was updated by Council action in 2005. This bill will formally adopt the most recent update, which was approved by Council vote on May 2, 2012.

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. 2012-25

BILL NO. 2012-25

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AN UPDATED CONSERVATION ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Adopts an updated Conservation Element of the Las Vegas 2020 Master Plan.

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

SECTION 1: The document entitled "Conservation Element," the essential contents of which were approved by the City Council on May 2, 2012, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the Conservation Element of the Las Vegas 2020 Master Plan, and shall replace and supersede:

(A) The previous version of the Conservation Element that was adopted on November 6, 2002, by means of Ordinance No. 5529;

(B) Any updates to that Element that have been approved by the City Council between 2002 and the adoption date of this Ordinance; and

(C) Any Master Plan element pertaining to water that previously was adopted by the City Council.

SECTION 2: The Department of Planning is authorized to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Publish the document in final form; and

(C) File the final document with the City Clerk.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

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

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-22-12
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-26 - Extends on a temporary basis the display periods for temporary special event signs. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
Title 19 of the Municipal Code and other planning documents generally limit the time periods for the display of temporary special event signs to 4 times in any one calendar year, with the aggregate time of display not to exceed 60 days in any one calendar year. This bill will temporarily 1) increase the display occasions to 8 times in any one calendar year (new licensees) and 6 times in any one calendar year (all others), and 2) increase the aggregate display time to 180 days per calendar year (new licensees) and 120 days (all others). The increases will expire in 2 years unless otherwise provided by future ordinance.

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. 2012-26

BILL NO. 2012-26

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND ON A TEMPORARY BASIS THE DISPLAY PERIODS FOR TEMPORARY SPECIAL EVENT SIGNS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Extends on a temporary basis the display periods for temporary special event signs.

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

WHEREAS, LVMC 19.08.120(G)(1) authorizes the use of temporary special event signs under certain circumstances and makes them subject to certain limitations, as follows:

> **Temporary special event signs may be displayed by the same business license holder on the same lot up to four times in any one calendar year. The aggregate time of display of such signs shall not exceed sixty days in any one calendar year.**

AND WHEREAS, those calendar-year limitations (the "calendar-year limitations") are also generally made applicable by the Town Center Development Standards to property subject to those Standards; and

WHEREAS, in addition, the use of temporary special event signs is allowed subject to those limitations in certain other planned areas within the City by means of the specific standards applicable thereto, either by means of incorporating by reference the LVMC provisions or by analogy; and

WHEREAS, the City Council desires to temporarily allow such signage, where it is allowed at all, on a more frequent basis than is presently allowed under Title 19 and the other applicable standards.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Notwithstanding any contrary provision of LVMC Title 19 or of any development standard or regulatory document adopted thereunder, but subject to the provisions of Sections 2 to 4, inclusive, of this Ordinance, the calendar-year limitations, as they are made applicable to various areas within the City in the manner described above, are temporarily adjusted to read as

follows:

> **Temporary special event signs may be displayed by the same business license holder on the same lot up to eight times in any one calendar year, for new licensees, and six times in any one calendar year for all others. The aggregate time of display of such signs shall not exceed one hundred eighty days in any one calendar year, for new licensees, and one hundred twenty days for all others. For purposes of this Paragraph, "new licensee" means a licensee whose license for the business to be advertised was issued by the City no earlier than one year before the date on which application is made for a sign certificate to authorize a temporary special event sign.**

SECTION 2: All signs authorized by this Ordinance are subject to all other applicable provisions of Title 19 and other applicable standards governing signs, including without limitation the applicable provisions governing the application and approval process, and the requirement to properly maintain such signs. Signs that are faded, torn or in a similar state of deterioration must be immediately removed, repaired or replaced.

SECTION 3: This Ordinance shall not apply to any location within any of the following areas subject to an area or master plan:

(A) Cliff's Edge (Providence);

(B) Summerlin;

(C) Symphony Park; or

(D) Any other area in which temporary special event signs are not permitted.

SECTION 4: Unless otherwise extended or modified by ordinance, this Ordinance shall expire by limitation on July 1, 2014, and the display period for any temporary special event sign that is issued a sign certificate after that date shall be subject to the applicable calendar-year limitations that would be in effect independent of this Ordinance.

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SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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 5-22-12
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-28 - Adjusts the ward boundaries of the City in accordance with a redistricting plan. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adjust the ward boundaries of the City in accordance with a redistricting plan. Also included are adjustments to reflect changes in precinct numbers or descriptions made by the Clark County Election Department.

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

BACKUP DOCUMENTATION:
1. Bill No. 2012-28
2. Business Impact Statement
3. Map

BILL NO. 2012-28

ORDINANCE NO. _____

AN ORDINANCE TO ADJUST THE WARD BOUNDARIES OF THE CITY IN ACCORDANCE WITH A REDISTRICTING PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Adjusts the ward boundaries of the City in accordance with a redistricting plan.

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

SECTION 1: Title 1, Chapter 16, Sections 20 to 70, inclusive, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 2: Title 1, Chapter 16, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto six new sections, designated as Sections 20 to 70, inclusive, reading respectively as follows:

1.16.020: Ward No. 1 shall consist of that area of the City which is encompassed within election precinct numbers 3750, 3752, 3753, 3764, 3765, 3772, 3773, 3774, 3775, 3782, 3783, 3784, 3785, 3791, 3792, 3794, 3795, 3796, 3811, 3826, 4612 (part)[1], 4613 (part)[2], 4621, 4623, 4901, 5014, 5532, 5533, 5534, 5535, 5542, 5544, 5545, 5552, 5553, 5554, 5555, 6362, 6601, 6605, 6606, 6607, 6608, 6612, 6621, 6622, 6625, 6631, 6632, 6633, 6634 and 6711.

[1] Those portions of precinct number 4612 that:

–Lie south of Pinto Lane and the easterly extension thereof; and

–Lie north of the easterly extension of Pinto Lane in the area bounded by the easterly extension of Pinto Lane on the south, Martin L. King Boulevard on the west, the Alta Drive/Bonneville Avenue alignment on the north, and the eastern boundary of precinct number 4612 on the east.

[2] That portion of precinct number 4613 that lies south of the Alta Drive/Bonneville Avenue alignment.

1.16.030: Ward No. 2 shall consist of that area of the City which is encompassed within election precinct numbers 3361, 3363, 3364, 3365, 3366, 3370, 3371, 3372, 3373, 3374, 3375, 3380, 3381,

3382, 3385, 3386, 3391, 3544, 3557, 3565, 3576, 3738, 3739, 3740, 3746, 3755, 3761, 3762, 3763, 3770, 3806, 3808, 3809, 3863, 3864, 3866, 6602, 6604, 6611, 6635, 6642, 6643, 6644, 6645, 6651, 6654, 6655, 6661, 6662, 6663, 6664, 6665, 6671 and 6672.

1.16.040: Ward No. 3 shall consist of that area of the City which is encompassed within election precinct numbers 4381, 4384, 4387, 4530, 4531, 4532, 4535, 4536, 4541, 4543, 4546, 4547, 4548, 4549, 4551, 4552, 4557, 4569, 4577, 4602, 4603 (part)[1], 4604 (part)[2], 4605 (part)[3], 4611 (part)[4], 5003, 5350, 5356, 5384, 5536, 5537, 5562, 5564 and 5565.

[1] That portion of precinct number 4603 that lies south of Fremont Street.

[2] Those portions of precinct number 4604 that:

–Lie south of the Fremont Street alignment, excepting the area bounded by the Fremont Street alignment on the north, the western boundary of precinct number 4604 on the west, the Clark Avenue alignment on the south, and Main Street on the east; and

–Lie north of the Fremont Street alignment in the area bounded by Fremont Street on the south, Las Vegas Boulevard on the west, Ogden Avenue on the north and 7th Street on the east.

[3] All of precinct number 4605, excepting the area bounded by Bonneville Avenue on the south, the Union Pacific Railroad tracks on the west, the Clark Avenue alignment on the north and Main Street on the east.

[4] All of precinct number 4611, excepting:

–The portion that lies north of Fremont Street; and

–The area bounded by Fremont Street on the north, 15th Street on the east, Carson Avenue on the south, and 14th Street on the west.

1.16.050: Ward No. 4 shall consist of that area of the City which is encompassed within election precinct numbers 2352, 2695, 2705, 2709, 2710, 2711, 2927, 3036, 3037, 3040, 3217, 3383, 3392, 3393, 3395, 3413, 3414, 3416, 3417, 3418, 3430, 3431, 3435, 3464, 3465, 3701, 3702, 3704, 3716, 3717, 3719, 3720, 3724, 3726, 3727, 3728, 3732, 3733, 3747, 3748, 3749, 3754, 3759, 3760, 3766, 3768, 3769, 3780, 3786, 3787, 3788, 3789, 3790 and 3807.

1.16.060: Ward No. 5 shall consist of that area of the City which is encompassed within election precinct numbers 2044, 3721, 3722, 3742, 3743, 3751, 3801, 3802, 3804, 3805, 3812, 3813, 3814,

3815, 3824, 3832, 3834, 3841, 3842, 3843, 3844, 3854, 3855, 4028, 4461, 4463, 4467, 4510, 4526, 4527, 4528, 4529, 4601, 4603 (part)[1], 4604 (part)[2], 4605 (part)[3], 4611 (part)[4], 4612 (part)[5], 4613 (part)[6], 4616, 4633, 4634, 4635, 4636, 4637, 4638, 4642 and 4643.

[1] All of precinct number 4603 except the portion that lies south of Fremont Street.

[2] Those portions of precinct number 4604 that:

–Lie north of the Fremont Street alignment, excepting the area the area bounded by Fremont Street on the south, Las Vegas Boulevard on the west, Ogden Avenue on the north and 7th Street on the east; and

–Lie south of the Fremont Street alignment in the area bounded by the Fremont Street alignment on the north, the western boundary of precinct number 4604 on the west, the Clark Avenue alignment on the south, and Main Street on the east.

[3] That portion of precinct number 4605 that lies in the area bounded by Bonneville Avenue on the south, the Union Pacific Railroad tracks on the west, the Clark Avenue alignment on the north and Main Street on the east.

[4] Those portions of precinct number 4611 that:

–Lie north of Fremont Street; and

–Lie south of Fremont Street within the area bounded by Fremont Street on the north, 15th Street on the east, Carson Avenue on the south, and 14th Street on the west.

[5] Those portions of precinct number 4612 that lie north of Pinto Lane and the easterly extension thereof, excepting the area bounded by the easterly extension of Pinto Lane on the south, Martin L. King Boulevard on the west, the Alta Drive/Bonneville Avenue alignment on the north, and the eastern boundary of precinct number 4612 on the east.

[6] That portion of precinct number 4613 that lies north of the Alta Drive/Bonneville Avenue alignment.

1.16.070: Ward No. 6 shall consist of that area of the City which is encompassed within election precinct numbers 2037, 2353, 2354, 2600, 2603, 2604, 2605, 2611, 2613, 2614, 2615, 2621, 2622, 2624, 2633, 2635, 2643, 2651, 2652, 2654, 2655, 2660, 2661, 2662, 2663, 2664, 2671, 2672, 2674, 2682, 2692, 2696, 2700, 2701, 2702, 2948, 3545, 3546, 3547, 3566, 3574, 3602, 3604, 3606, 3607,

3610, 3700, 3706, 3707, 3708, 3709, 3906 and 3938.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

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

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-29-12
_____
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2012-28
(Adjusts the ward boundaries of the City in accordance with a redistricting plan)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2012-28, that will adjust the ward boundaries of the City in accordance with a redistricting plan.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable. Unable to identity potentially-affected businesses

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

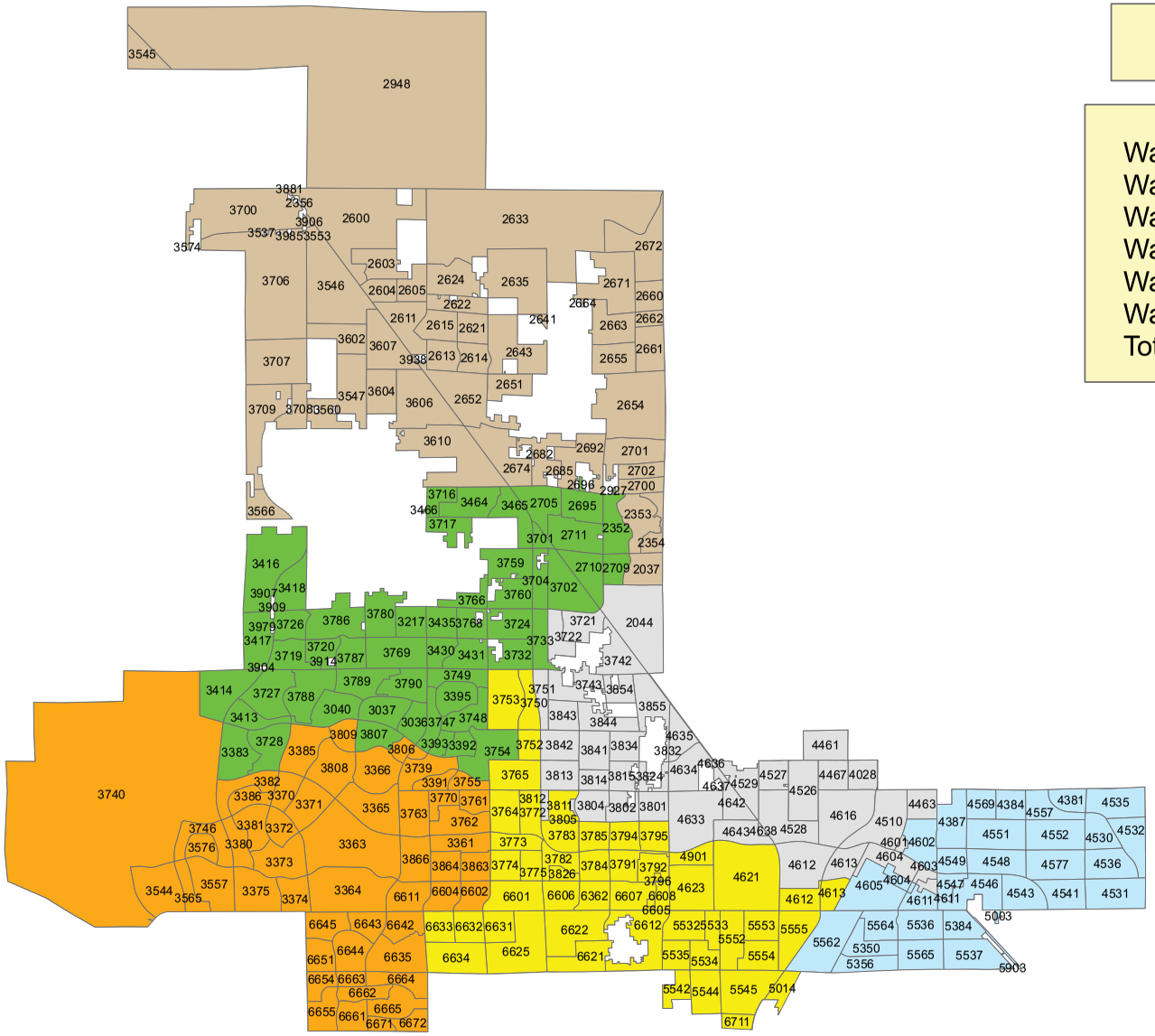
Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

PLAN 4

Ward 1	98,981
Ward 2	95,742
Ward 3	99,997
Ward 4	95,839
Ward 5	95,848
Ward 6	97,349
Total	583,756



City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2012-29 - Amends the Unified Development Code to consolidate land uses, streamline zoning requirements, and clarify zoning and development standards. (TXT-44511) 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 Unified Development Code to consolidate a number of land uses, streamline zoning requirements, and clarify various zoning and development standards. Among the goals of the amendment are to eliminate redundancies and make the Code easier to understand and interpret.

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. 2012-29

BILL NO. 2012-29

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO CONSOLIDATE LAND USES, STREAMLINE ZONING REQUIREMENTS, AND CLARIFY ZONING AND DEVELOPMENT STANDARDS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the Unified Development Code to consolidate land uses, streamline zoning requirements, and clarify zoning and development standards.

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

SECTION 1: Ordinance No. 6190 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 to 100, inclusive, of this Ordinance. For each of those sections, the amendment is deemed to be an amendment to both Ordinance No. 6190 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 6, Section 40, Subsection (C), Paragraph (6), is hereby amended to read as follows:

6. **[**On corner lots, the**]** The roof of an accessory structure may be attached to the main dwelling, if there is a minimum six foot separation between the walls of the accessory structure and the main building and provided that at least two sides of the breezeway are open. A gate or fence which is at least 50 percent open construction may be attached to one end of the breezeway.

SECTION 3: Title 19, Chapter 8, Section 40, Subsection (B), Paragraph (4), is hereby amended by adding thereto a new Subparagraph (e), reading as follows:

(e) If service or wash bay doors are provided, openings to the bay doors shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

SECTION 4: Title 19, Chapter 8, Section 40, Subsection (C), is hereby amended to read as follows:

C. **[**Accessory**]** Shade Structures

In addition to the standards **[**listed for accessory structures**]** for shade structures that are listed in the

tables provided for each district, [accessory] shade structures on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Timing of Placement. [Accessory] Shade structures shall not be established or constructed on a site prior to the start of construction of the principal structure, [on that site, except that construction trailers may be placed on a site at the same time clearance and grading begins. Construction trailers may remain on the site only for the duration of construction.] unless approved as part of a Site Development Plan Review.

2. [Locational Restrictions. Detached accessory structures shall not be located within the required perimeter landscaping on a site, or in such a manner as to interfere with required on-site parking or driveways.

3.] Appearance. [Accessory] Shade structures shall be designed to be architecturally compatible with the principal structure on the site, utilizing [the same] similar colors, materials and style.

3. Parking. Shade structures do not require additional parking beyond that required for the uses on the site.

SECTION 5: Title 19, Chapter 8, Section 40, Subsection (E), Paragraph (4), is hereby amended so that the introductory language reads as follows:

4. Screening. The following uses and equipment shall be screened from public view from all rights-of-way, pedestrian areas, and parking lots: Trash and refuse collection areas; outdoor storage areas; mechanical equipment such as air conditioners, pumps and motors; propane tanks and other storage tanks; electrical equipment such as switching equipment and transformers; emergency generators; valves; vents; utility meters; satellite dishes; grouped mailboxes; and any commercial project which abuts a residential property. Screening includes, without limitation, solid walls and landscaping of a density sufficient to screen the use.

SECTION 6: Title 19, Chapter 8, Section 40, Subsection (E), Paragraph (4), Subparagraph (e), is hereby amended to read as follows:

e. [Outside] Outdoor Storage Areas. [Outside storage areas shall be screened by solid walls. All such walls shall be similar in design and materials to the main buildings or match other screening

walls on the site.] In zoning districts identified in Table 2 of LVMC 19.12.010, Outdoor Storage shall be permitted only in the districts listed in the table for that use. Such use is subject to the following minimum standards set forth below, unless deviation or relief from any such standard is granted by means of a variance application under LVMC 19.16.140:

i. Outdoor Storage shall not be permitted within required setback areas, landscape buffer yards or other required landscape areas, or parking spaces required to meet minimum parking standards.

ii. Outdoor Storage shall be screened from view from any public street.

iii. Outdoor Storage shall be screened from view from any adjoining property, except along adjacent property lines of property zoned C-M or M.

iv. Required screening shall consist of a solid structure that is at least eight feet in height, including, but not limited to, a building or wall.

SECTION 7: Title 19, Chapter 8, Section 40, Subsection (E), Paragraph (6), is hereby amended to read as follows:

6. Applicability of Standards. Except as otherwise provided in this Paragraph (6), the standards set forth in this Subsection (E) are minimum requirements. Except as otherwise provided in LVMC 19.08.040(E)(4)(e) for Outdoor Storage areas, [An] an exception or modification to any of these standards may be approved upon the request of an applicant if the applicant can show through convincing and substantial evidence that the exception or modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposed project will substantially meet the intent of the standard, and the granting of the exception or modification will not detrimentally affect the public health, safety or general welfare. Such an exception or modification may be granted by the Director in connection with the approval of a Site Development Plan Review. In cases where the Director does not approve a requested exception or modification, the request may be acted upon by the Planning Commission or City Council as part of a Site Development Plan Review. In the case of action by the Planning Commission or City Council, the request for exception or modification need not be identified as a separate action item, and disposition of the request may be incorporated into the action on the Site Development Plan Review. Notice of action on the request

for exception or modification may be incorporated into the notice of decision regarding the Site Development Plan Review.

SECTION 8: Title 19, Chapter 8, Section 50, is hereby amended by deleting Table 2 and replacing it with a new Table 2 to read as follows:

SHADE STRUCTURES (see Figure 2)	TABLE 2
A. Minimum Setback – Detached Shade Structure	May encroach into the building setback areas required pursuant to Table 1 above, provided such an encroachment does not intrude into any required perimeter landscape buffer area
B. Minimum Setback – Attached Shade Structure	Must meet all setbacks for the building as established in Table 1 above
C. Size and Coverage	Not to exceed the maximum lot coverage allowed pursuant to Table 1 above

SECTION 9: Title 19, Chapter 8, Section 50, is hereby amended by amending Table 3 to read as follows:

BUILDING HEIGHT[1] (see Figure 3)	TABLE 3
A. Stories	2 max
B. Flat Roof – Max. Height	35 feet measured to the top of the roof coping
C. Pitched Roof – Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D. **[**Accessory Bldg. – Stories**]** Shade Structures	Not to exceed **[**2 stories, 35 feet in height or the height of the principal structure, whichever is less**]** the height otherwise allowed for a building in the zoning district

Footnotes:
1. Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).

SECTION 10: Title 19, Chapter 8, Section 50, is hereby amended by amending the name of Figure 2 to read as follows:

Figure 2 – **[**Accessory**]** Shade Structures

SECTION 11: Title 19, Chapter 8, Section 60, is hereby amended by deleting Table 2 and replacing it with a new Table 2 to read as follows:

SHADE STRUCTURES (see Figure 2)	TABLE 2
A. Minimum Setback – Detached Shade Structure	May encroach into the building setback areas required pursuant to Table 1 above, provided such an encroachment does not intrude into any required perimeter landscape buffer area
B. Minimum Setback – Attached Shade Structure	Must meet all setbacks for the building as established in Table 1 above
C. Size and Coverage	Not to exceed the maximum lot coverage allowed pursuant to Table 1 above

SECTION 12: Title 19, Chapter 8, Section 60, is hereby amended by amending the name of Figure 2 to read as follows:

Figure 2 – **[**Accessory**]** Shade Structures

SECTION 13: Title 19, Chapter 8, Section 60, is hereby amended by amending Table 3 to read as follows:

BUILDING HEIGHT[1] (see Figure 3)	TABLE 3
A. Stories	2 max
B. Flat Roof – Max. Height	35 feet measured to the top of the roof coping
C. Pitched Roof – Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D. **[**Accessory Bldg. – Stories**]** Shade Structures	Not to exceed **[**2 stories, 35 feet in height or the height of the principal structure, whichever is less**]** the height otherwise allowed for a building in the zoning district

Footnotes:
1. Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).

SECTION 14: Title 19, Chapter 8, Section 70, is hereby amended by deleting Table 2 and replacing it with a new Table 2 to read as follows:

SHADE STRUCTURES (see Figure 2)	TABLE 2
A. Minimum Setback – Detached Shade Structure	May encroach into the building setback areas required pursuant to Table 1 above, provided such an encroachment does not intrude into any required perimeter landscape buffer area
B. Minimum Setback – Attached Shade Structure	Must meet all setbacks for the building as established in Table 1 above
C. Size and Coverage	Not to exceed the maximum lot coverage allowed pursuant to Table 1 above

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SECTION 15: Title 19, Chapter 8, Section 70, is hereby amended by amending Table 3 to read as follows:

BUILDING HEIGHT[1] (see Figure 3)	TABLE 3
A. Stories	NA[2]
B. Floors	NA[2]
C. Flat Roof – Max. Height	NA[2]
D. Pitched Roof – Max. Height	NA[2]
E. **[**Accessory Bldg. – Stories**]** Shade Structures	Not to exceed the height **[**of the principal structure**]** otherwise allowed for a building in the zoning district

Footnotes:
1. Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).
2. For parcels that are outside the Neighborhood Revitalization Area, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of the foregoing, the "Neighborhood Revitalization Area" means the area so designated in the Las Vegas 2020 Master Plan adopted by Ordinance No. 5250, as the boundaries of that area may be amended from time to time.

SECTION 16: Title 19, Chapter 8, Section 70, is hereby amended by amending the name of Figure 2 to read as follows:

Figure 2 – **[**Accessory**]** Shade Structures

SECTION 17: Title 19, Chapter 8, Section 80, is hereby amended by deleting Table 2 and replacing it with a new Table 2 to read as follows:

SHADE STRUCTURES (see Figure 2)	TABLE 2
A. Minimum Setback – Detached Shade Structure	May encroach into the building setback areas required pursuant to Table 1 above, provided such an encroachment does not intrude into any required perimeter landscape buffer area
B. Minimum Setback – Attached Shade Structure	Must meet all setbacks for the building as established in Table 1 above
C. Size and Coverage	Not to exceed the maximum lot coverage allowed pursuant to Table 1 above

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SECTION 18: Title 19, Chapter 8, Section 80, is hereby amended by amending Table 3 to read as follows:

BUILDING HEIGHT[1] (see Figure 3)	TABLE 3
A. Stories	NA[2]
B. Floors	NA[2]
C. Flat Roof – Max. Height	NA[2]
D. Pitched Roof – Max. Height	NA[2]
E. **[**Accessory Bldg. – Stories**]** Shade Structures	Not to exceed the height **[**of the principal structure**]** otherwise allowed for a building in the zoning district

Footnotes:
1. Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).
2. For parcels that are outside the Neighborhood Revitalization Area, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of the foregoing, the "Neighborhood Revitalization Area" means the area so designated in the Las Vegas 2020 Master Plan adopted by Ordinance No. 5250, as the boundaries of that area may be amended from time to time.

SECTION 19: Title 19, Chapter 8, Section 80, is hereby amended by amending the name of Figure 2 to read as follows:

Figure 2 – **[**Accessory**]** Shade Structures

SECTION 20: Title 19, Chapter 8, Section 90, is hereby amended by deleting Table 2 and replacing it with a new Table 2 to read as follows:

SHADE STRUCTURES (see Figure 2)	TABLE 2
A. Minimum Setback – Detached Shade Structure	May encroach into the building setback areas required pursuant to Table 1 above, provided such an encroachment does not intrude into any required perimeter landscape buffer area
B. Minimum Setback – Attached Shade Structure	Must meet all setbacks for the building as established in Table 1 above
C. Size and Coverage	Not to exceed the maximum lot coverage allowed pursuant to Table 1 above

SECTION 21 Title 19, Chapter 8, Section 90, is hereby amended by amending the name of Figure 2 to read as follows:

Figure 2 – **[**Accessory**]** Shade Structures

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SECTION 22: Title 19, Chapter 8, Section 90, is hereby amended by amending Table 3 to read as follows:

BUILDING HEIGHT[1] (see Figure 3)	TABLE 3
A. Stories	NA
B. Floors	NA
C. Flat Roof – Max. Height	NA
D. Pitched Roof – Max. Height	NA
E. **[**Accessory Bldg. – Stories**]** Shade Structures	Not to exceed the height **[**of the principal structure**]** otherwise allowed for a building in the zoning district

Footnotes:
1. Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).

SECTION 23: Title 19, Chapter 8, Section 100, is hereby amended by deleting Table 2 and replacing it with a new Table 2 to read as follows:

SHADE STRUCTURES (see Figure 2)	TABLE 2
A. Minimum Setback – Detached Shade Structure	May encroach into the building setback areas required pursuant to Table 1 above, provided such an encroachment does not intrude into any required perimeter landscape buffer area
B. Minimum Setback – Attached Shade Structure	Must meet all setbacks for the building as established in Table 1 above
C. Size and Coverage	Not to exceed the maximum lot coverage allowed pursuant to Table 1 above

SECTION 24: Title 19, Chapter 8, Section 100, is hereby amended by amending the name of Figure 2 to read as follows:

Figure 2 – **[**Accessory**]** Shade Structures

SECTION 25: Title 19, Chapter 8, Section 100, is hereby amended by amending Table 3 to read as follows:

BUILDING HEIGHT[1] (see Figure 3)	TABLE 3
A. Stories	NA
B. Floors	NA
C. Flat Roof – Max. Height	NA
D. Pitched Roof – Max. Height	NA
E. **[**Accessory Bldg. – Stories**]** Shade Structures	Not to exceed the height **[**of the principal structure**]** otherwise allowed for a building in the zoning district

Footnotes:
1. Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).

SECTION 26: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by deleting from their respective locations the following uses:

Adult Day Care Center

Amphitheater

Antique/Collectible Store

Astrologer, Hypnotist, or Psychic Art and Science

Auto Paint & Body Repair Shop

Bakery, Retail

Billiard Parlor or Pool Hall

Condominium

Convenience Store

Dry Cleaners

Electrical, Watch, Clock, Jewelry & Similar Repair

Escort Bureau

Financial Institution, General (with Drive-Through)

General Retail Store, Other Than Listed (Less Than 3500 Square Feet)

Golf Driving Range

Grocery Store

Internet Café

Jewelry Store, Class III

Jewelry Store, New

Mounted Antenna of 15 Feet or Less (Ultimate Height)

Private Sports Arena, Stadium or Track

Psychology Practice

Radio Broadcasting

Recording Studio

Rental Store (without Outside Storage)

Restaurant, 2000 sq. ft. or more (without Drive-Through)

Restaurant, Less Than 2000 sq. ft. (with Drive-Through)

Restaurant, Less Than 2000 sq. ft. (without Drive-Through)

Service Station (with Incidental Automotive Repair)

Service Station (without Incidental Automotive Repair)

Tennis Courts, Accessory

Thriftshop, Nonprofit

SECTION 27: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Ancillary Lounge Bar" so that the name of the use reads "Lounge Bar," and by relocating the entry to the appropriate location within the table.

SECTION 28: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Animal Hospital, Clinic or Shelter (with no Outside Pens)" to indicate that the use is permitted as a Conditional Use in the O and C-1 Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the two boxes representing the intersection of the row for the use "Animal Hospital, Clinic or Shelter (with no Outside Pens)" and the columns for the O and C-1 Zoning Districts.

SECTION 29: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Auction House" to indicate that the use is permitted as a Conditional Use in the C-M and M Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the two boxes representing the intersection of the row for the use "Auction House" and the columns for the C-M and M Zoning Districts.

SECTION 30: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Auto Dealer Inventory Storage" to indicate that the use is permitted as a Conditional Use in the C-2 Zoning District rather than a use permitted by means of Special Use Permit, and is permitted as a matter of right in the C-M and M Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect the amendments:

(A) The letter "C" is substituted for the letter "S" in the box representing the intersection of the row for the use "Auto Dealer Inventory Storage" and the column for the C-2 Zoning District; and

(B) The letter "P" is substituted for the letter "S" in the two boxes representing the intersection of the row for the use "Auto Dealer Inventory Storage" and the columns for the C-M and M Zoning Districts.

SECTION 31: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Auto Repair Garage, Major" to indicate that the use is permitted as a Conditional Use in the C-2 Zoning District rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the box representing the intersection of the row for the use "Auto Repair Garage, Major" and the column for the C-2 Zoning District.

SECTION 32: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Automobile Rental" to indicate that the use is permitted as a Conditional Use in the C-2 and C-M Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the boxes representing the intersection of the row for the use "Automobile Rental" and the columns for the C-2 and C-M Zoning Districts.

SECTION 33: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Bed & Breakfast Inn" to indicate that the use is permitted as a Conditional Use in the R-3, R-4 and P-O Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the boxes representing the intersection of the row for the use "Bed & Breakfast Inn" and the columns for the R-3, R-4 and P-O Zoning Districts.

SECTION 34: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Blood Plasma Donor Center" to indicate that the use is permitted as a matter of right in the M Zoning District rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "P" is substituted for the

letter "S" in the box representing the intersection of the row for the use "Blood Plasma Donor Center" and the column for the M Zoning District.

SECTION 35: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Boarding or Rooming House" to indicate that the use is not permitted in the C-M Zoning District rather than being a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "S" is deleted from the box representing the intersection of the row for the use "Boarding or Rooming House" and the column for the C-M Zoning District.

SECTION 36: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Boat & Trailer Dealership (New and Used)" to indicate that the use is permitted as a Conditional Use in the C-2 Zoning District rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the box representing the intersection of the row for the use "Boat & Trailer Dealership (New and Used)" and the column for the C-2 Zoning District.

SECTION 37: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Building & Landscape Material/Lumber Yard" to indicate that the use is permitted as a matter of right in the C-2 Zoning District rather than a use permitted as a Conditional Use. In order to reflect the amendment, the letter "P" is substituted for the letter "C" in the box representing the intersection of the row for the use "Building & Landscape Material/Lumber Yard" and the column for the C-2 Zoning District.

SECTION 38: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Building Maintenance Service and Sales" to indicate that the use is permitted as a matter of right in the C-2 Zoning District rather than as a Conditional Use. In order to reflect the amendment, the letter "P" is substituted for the letter "C" in the box representing the intersection of the row for the use "Building Maintenance Service and Sales" and the column for the C-2 Zoning District.

SECTION 39: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the uses "Child Care – Family Home" and "Child

Care – Group Home" so that the names of the uses read respectively "Individual Care – Family Home" and "Individual Care – Group Home," and by relocating those entries to the appropriate location within the table.

SECTION 40: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Child Care Center"so that the name of the use reads "Individual Care Center," and by relocating the entry to the appropriate place within the table. In addition, the entry for that use is amended to indicate that the use is permitted as a Conditional Use in the R-3 and R-4 Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect that amendment, the letter "C" is substituted for the letter "S" in the boxes representing the intersection of the row for the use "Individual Care Center" and the columns for the R-3 and R-4 Zoning Districts.

SECTION 41: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Convalescent Care Facility/Nursing Home" to indicate that the use is permitted as a matter of right in the C-1 and C-2 Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "P" is substituted for the letter "S" in the boxes representing the intersection of the row for the use "Convalescent Care Facility/Nursing Home" and the columns for the C-1 and C-2 Zoning Districts.

SECTION 42: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Financial Institution, General (without Drive Through)" so that the name of the use reads "Financial Institution, General."

SECTION 43: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Garden Supply/Plant Nursery" to indicate that the use is permitted by means of Special Use Permit in the C-1 Zoning District rather than as a Conditional Use, and is permitted as a matter of right in the C-2 Zoning District rather than as a Conditional Use. In order to reflect the amendments:

(A) The letter "S" is substituted for the letter "C" in the box representing the intersection of the row for the use "Garden Supply/Plant Nursery" and the column for the C-1 Zoning District; and

(B) The letter "P" is substituted for the letter "C" in the box representing the intersection

of the row for the use "Garden Supply/Plant Nursery" and the column for the C-2 Zoning District.

SECTION 44: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "General Retail Store, Other Than Listed (3500 Square Feet or More)" so that the name of the use reads "General Retail, Other Than Listed." In addition, the entry for that use is amended to indicate that the use is permitted as a Conditional Use in the O Zoning District. In order to reflect that amendment, the letter "C" is added to the box representing the intersection of the row for the use "General Retail, Other Than Listed" and the column for the O Zoning District.

SECTION 45: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Hospice" to indicate that the use is permitted as a matter of right in the R-3 and R-4 Zoning Districts rather than a use permitted by means of Special Use Permit. In order to reflect the amendment, the letter "P" is substituted for the letter "S" in the boxes representing the intersection of the row for the use "Hospice" and the columns for the R-3 and R-4 Zoning Districts.

SECTION 46: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Multi-Family Residential" to indicate that the use is permitted as a Conditional Use in the P-O, O, C-1 and C-2 Zoning Districts. In order to reflect the amendment, the letter "C" is added to the boxes representing the intersection of the row for the use "Multi-Family Residential" and the columns for the P-O, O, C-1 and C-2 Zoning Districts.

SECTION 47: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Outdoor Storage, Accessory" so that the name of the use reads "Outdoor Storage." In addition, the entry for that use is amended to indicate that the use is permitted as a matter of right in the C-M and M Zoning Districts, as an accessory use in the C-2 Zoning District, and is not permitted at all in the C-1 Zoning District–rather than being permitted as a Conditional Use in each such case. In order to reflect those amendments:

(A) The letter "P" is substituted for the letter "C" in the boxes representing the intersection of the row for the use "Outdoor Storage" and the columns for the C-M and M Zoning Districts.

(B) The letter "A" is substituted for the letter "C" in the box representing the intersection

of the row for the use "Outdoor Storage" and the column for the C-2 Zoning District.

(C) The letter "C" is removed from the box representing the intersection of the row for the use "Outdoor Storage" and the column for the C-1 Zoning District.

SECTION 48: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Parking, Commercial" so that the name of the use reads "Parking Facility," and by relocating the entry to the appropriate location within the table. In addition, the entry for that use is amended to indicate that the use is permitted as a Conditional Use in the O Zoning District rather than by means of Special Use Permit. In order to reflect that amendment, the letter "C" is substituted for the letter "S" in the box representing the intersection of the row for the use "Parking Facility" and the column for the O Zoning District.

SECTION 49: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Secondhand Dealer" to indicate that the use is permitted as a Conditional Use in the C-1 and C-2 Zoning Districts rather than by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the boxes representing the intersection of the row for the use "Secondhand Dealer" and the columns for the C-1 and C-2 Zoning Districts.

SECTION 50: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Sound Stage" to indicate that the use is permitted as a matter of right in the C-M and M Zoning Districts rather than by means of Special Use Permit. In order to reflect the amendment, the letter "P" is substituted for the letter "S" in the boxes representing the intersection of the row for the use "Sound Stage" and the columns for the C-M and M Zoning Districts.

SECTION 51: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Swap Meet" to indicate that the use is permitted as a Conditional Use in the C-2 Zoning District rather than by means of Special Use Permit. In order to reflect the amendment, the letter "C" is substituted for the letter "S" in the box representing the intersection of the row for the use "Swap Meet" and the column for the C-2 Zoning District.

SECTION 52: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section

10, is hereby amended by amending the entry for the use "Thriftshop" so that the name of the use reads "Thrift Shop."

SECTION 53: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Towing Service (with No Storage)" to indicate that the use is permitted as a matter of right in the C-2 Zoning District rather than by means of Special Use Permit. In order to reflect the amendment, the letter "P" is substituted for the letter "S" in the box representing the intersection of the row for the use "Towing Service (with No Storage)" and the column for the C-2 Zoning District.

SECTION 54: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "Trailer/RV Camp or Park" to indicate that the use is permitted as a matter of right in the C-M Zoning District rather than by means of Special Use Permit. In order to reflect the amendment, the letter "P" is substituted for the letter "S" in the box representing the intersection of the row for the use "Trailer/RV Camp or Park" and the column for the C-M Zoning District.

SECTION 55: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by amending the entry for the use "TV Broadcasting & Other Communication Service" to indicate that the use is permitted as a matter of right in the C-2 Zoning District rather than by means of Special Use Permit. In order to reflect the amendment, the letter "P" is substituted for the letter "S" in the box representing the intersection of the row for the use "TV Broadcasting & Other Communication Service" and the column for the C-2 Zoning District.

SECTION 56: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by adding at the appropriate location an entry for the use "Drive Through," indicating that the use is permitted as a Conditional Use in the O, C-1, C-2, C-M and M Zoning Districts. In order to reflect that amendment, the letter "C" is added to the boxes representing the intersection of the row for the use "Drive Through" and the columns for the O, C-1, C-2, C-M and M Zoning Districts.

SECTION 57: Title 19, Chapter 12, Section 70 is hereby amended by deleting the entries for the following uses:

Adult Day Care Center

Amphitheater

Antique/Collectible Store

Astrologer, Hypnotist, or Psychic Art and Science

Auto Paint & Body Repair Shop

Bakery, Retail

Billiard Parlor or Pool Hall

Condominium

Convenience Store

Dry Cleaners

Electrical, Watch, Clock, Jewelry & Similar Repair

Escort Bureau

Financial Institution, General (with Drive-Through)

General Retail Store, Other Than Listed (Less Than 3500 Square Feet)

Golf Driving Range

Grocery Store

Internet Café

Jewelry Store, Class III

Jewelry Store, New

Mounted Antenna of 15 Feet or Less (Ultimate Height)

Private Sports Arena, Stadium or Track

Psychology Practice

Radio Broadcasting

Recording Studio

Rental Store (without Outside Storage)

Restaurant, 2000 sq. ft. or more (without Drive-Through)

Restaurant, Less Than 2000 sq. ft. (with Drive-Through)

Restaurant, Less Than 2000 sq. ft. (without Drive-Through)

Service Station (with Incidental Automotive Repair)

Service Station (without Incidental Automotive Repair)

Tennis Courts, Accessory

Thriftshop, Nonprofit

SECTION 58: Title 19, Chapter 12, Section 70, is hereby amended by amending (and relocating, as appropriate) the entry for the use "Ancillary Lounge Bar" to read as follows:

[Ancillary] Lounge Bar

Description: A bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of 150 rooms or residential units, unless the City Council determines that public health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. This use does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title.

Minimum Special Use Permit Requirements:

1. No **[**ancillary**]** lounge bar business use shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children or City park.

2. Except as otherwise provided in Requirement 3 below, the minimum distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed **[**ancillary**]** lounge bar which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed **[**ancillary**]** lounge bar. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

a. Any leasehold parcel; or

b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

3. In the case of a proposed **[**ancillary**]** lounge bar located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line from the nearest property line of the existing use to the nearest portion of the structure in which the **[**ancillary**]** lounge

bar will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for a **[**ancillary**]** lounge bar which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

5. The minimum distance requirement in Requirement 1 does not apply to an establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. Where associated with a hotel use, alcoholic beverage shall be served and consumed only within the lounge bar area, within a pool area, or within hotel rooms as incident to room service. Where associated with a mixed-use building, alcoholic beverages shall be served and consumed only within the lounge bar area.

7. The maximum available customer seating in the lounge bar area shall not exceed 50 seats.

* 8. No gaming-related use may be allowed in the **[**ancillary**]** lounge bar area.

* 9. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

SECTION 59: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Animal Hospital, Clinic or Shelter (with no Outside Pens)" to change the list of Minimum Special Use Permit Requirements so that they are Conditional Use Regulations, as follows:

[Minimum Special Use Permit Requirements:] Conditional Use Regulations:

1. The use shall have access to a collector street or larger.

2. Animals shall be confined within an enclosed building at all times.

3. The building shall be designed to provide complete sound barriers and odor protection for adjacent properties.

4. Rooms containing cages or pens are not permitted to have windows, doors or other penetrations

on exterior walls adjacent to residences.

5. Noise levels must comply with the applicable provisions of LVMC Title 7.

6. No more than 25% of the floor area may be used for the boarding of animals.

SECTION 60: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auction House" to add, at the appropriate location, a list of Conditional Use Regulations, as follows:

Conditional Use Regulations:

1. Temporary storage shall be limited to three weeks or less.

2. No outdoor display, sales or storage of any merchandise shall be permitted.

3. The use shall comply with the applicable requirements of LVMC Title 6.

4. The installation and use of an outside public address system or bell system is prohibited.

5. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

SECTION 61: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auto Dealer Inventory Storage" to read as follows:

Auto Dealer Inventory Storage

Description: The parking or storage, other than for purposes of display, of new motor vehicles which constitute inventory of a new motor vehicle sales dealership, where such parking or storage is maintained by the dealership either on the same parcel as the dealership or on a separate parcel.

Conditional Use Regulations:

1. All loading and unloading of vehicles shall occur on site.

2. Loading and unloading of vehicles shall occur between the hours of 7:00 am and 10:00 pm.

3. All areas used for the parking or storage of vehicles shall be paved.

4. Stored vehicles shall be effectively screened so as not to be visible from adjoining properties or public rights-of-way.

5. The parcel must be located on a primary or secondary thoroughfare, or on a parcel that is adjacent to and accessed through a parcel located on a primary or secondary thoroughfare.

6. Lighting shall be shielded from adjacent properties.

7. The use shall not occupy or interfere with any parking spaces that are required for the dealership use or any other existing or proposed use for which required parking is or will be provided on the site. For commercial or industrial sites 15 acres or greater in size, the use may occupy up to 50 percent of the parking area that is provided in excess of the parking that is required by this Section for other uses.

Minimum Special Use Permit Requirements:

*1. All loading and unloading of vehicles shall occur on site.

*2. Loading and unloading of vehicles shall occur between the hours of 7:00 am and 10:00 pm.

[1.**]** 3. All areas used for the parking or storage of vehicles shall be paved.

[2.**]** 4. Stored vehicles shall be effectively screened so as not to be visible from adjoining properties or public rights-of-way.

[3.**]** 5. The parcel must be located on a primary or secondary thoroughfare, or on a parcel that is adjacent to and accessed through a parcel located on a primary or secondary thoroughfare.

[4.**]** 6. Lighting shall be shielded from adjacent properties.

[5.**]** 7. The use shall not occupy or interfere with any parking spaces that are required for the dealership use or any other existing or proposed use for which required parking is or will be provided on the site. For commercial or industrial sites 15 acres or greater in size, the use may occupy up to 50 percent of the parking area that is provided in excess of the parking that is required by this Section for other uses.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

SECTION 62: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auto Parts (Accessory Installation)" so that the list of Conditional Use Regulations reads as follows:

Conditional Use Regulations:

1. The use is limited to the installation of auto accessories and minor parts only, including stereos, car alarms, other accessories, batteries, windshield wipers, hoses, fuses, lights, radios and similar minor elements, and excludes engine, transmission and differential service, repair or installation.

2. All installation work shall be done within a completely enclosed building.

3. [Access doors to the installation bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

4.] No dismantling, re-manufacturing or rebuilding shall be permitted.

[5. No used or discarded minor automotive parts shall be located or stored in any open area outside of an enclosed building.]

SECTION 63: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auto Parts (New & Rebuilt) (Accessory Sales & Service)" to read as follows:

Auto Parts (New & Rebuilt) [(Accessory Sales & Service)]

Description: A facility for the retail sale and installation of lubricating oils, tires, filters and other new or rebuilt goods for use in motor vehicles. The resurfacing of rotors, pressing of bearings, grinding of brake drums, and similar activities are permitted as incidental uses, as well as the installation of auto accessories.

Conditional Use Regulations:

1. If an installation service is offered, the service shall be restricted to the installation of auto accessories and minor parts only, including stereos, car alarms, other accessories, batteries, windshield wipers, hoses, fuses, lights, radios and similar minor elements, and excludes engine, transmission and differential service, repair or installation.

2. All installation work shall be done within a completely enclosed building.

3. [Access doors to the installation bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

4.] No dismantling, re-manufacturing or rebuilding shall be permitted.

[5. No used or discarded minor automotive parts shall be located or stored in any open area outside of an enclosed building.]

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

SECTION 64: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auto Repair Garage, Major" to read as follows:

Auto Repair Garage, Major

Description: A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use includes a facility **[**which**]** that provides collision services, including body, frame, or fender straightening, repair and painting of vehicles in an appropriate paint booth, and a facility that performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds.

Conditional Use Regulations:

1. All repair and service work shall be performed within a completely enclosed building.

2. **[**Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.

4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.

5.**]** All disabled vehicles shall be stored on a concrete or asphalt surface in an area which is screened from view from the surrounding properties and adjoining streets**[**.**]**, pursuant to LVMC 19.08.040.

[6.**]** 3. Outdoor hoists are prohibited.

[7.**]** 4. All hazardous materials resulting from the repair, storage, or dismantling of vehicles shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.

[8.**]** 5. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.

[9.**]** 6. Outdoor bells and loudspeakers are prohibited.

[Minimum Special Use Permit Requirements:

1. All repair and service work shall be performed within a completely enclosed building. All windows and doors shall be completely closed when body and fender work, hammering, sanding or other noise-generating activities are being performed.

2. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.

3. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

4. All disabled or wrecked vehicles shall be stored in an area that is screened from view from the surrounding properties and adjoining streets.

5. Outdoor hoists are prohibited.

6. All hazardous materials resulting from the repair, storage, or dismantling of vehicles shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.

7. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.

8. Outdoor bells and loudspeakers are prohibited.**]**

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

SECTION 65: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auto Repair Garage, Minor" so that the list of Conditional Use Regulations reads as follows:

Conditional Use Regulations:

1. All repair and service work shall be performed within a completely enclosed building.

2. **[**Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.

4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.

5.**]** All disabled vehicles shall be stored <u>on a concrete or asphalt surface</u> in an area which is screened from view from the surrounding properties and adjoining streets**[.]**<u>, pursuant to LVMC 19.08.040.</u> Vehicles shall not be stored on the property longer than 45 days.

SECTION 66: Title 19, Chapter 12, Section 70, is hereby amended by amending the

entry for the use "Auto Smog Check" to read as follows:

Auto Smog Check

Description: A facility for the testing of vehicle emissions.

Conditional Use Regulations:

1. The facility must have a minimum size of 400 square feet, of which a minimum of 200 square feet must be an enclosed structure, with the remainder of the facility allowed to be located under service canopies. At least one area the size of a standard parking space shall be provided at each facility for the testing of vehicles.

2. All equipment must be stored and utilized within the enclosed structure.

3. If conducted as an accessory use to a **[**service station,**]** general retail use, minor auto repair facility, or major auto repair facility, the auto smog check facility shall be designed to be architecturally compatible with the primary building on the site.

4. **[**If service bay doors are provided, openings to service bay doors shall not face public rights of-way and shall be designed to minimize the visual intrusion into adjoining properties.

5.**]** When operated as a primary use, no other automobile repair shall be permitted in conjunction with the facility.

[6.**]** 5. Each **[**station**]** facility shall have a stacking lane that will accommodate at least 3 cars, **[**and no parking spaces required for this use or another on-site use shall be used or eliminated in order to provide smog services.**]** including the vehicle being tested. As an alternative to the requirement in the preceding sentence, a facility may designate two parking spaces for stacking, in addition to the testing area required by Conditional Use Regulation 1.

On-site Parking Requirement: One space, independent of vehicle stacking **[**space.**]** and testing spaces. No parking spaces required for this use or another on-site use shall be used or eliminated in order to provide testing services.

SECTION 67: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Bed & Breakfast Inn" to add, at the appropriate location, a list of Conditional Use Regulations, as follows:

Conditional Use Regulations:

1. The establishment must have a minimum of two and a maximum of five guest bedrooms.

2. Required on-site parking for guest bedrooms shall be screened by a 6-foot fence or by dense landscaping.

3. Access to the parcel on which the establishment is located must be by means of a paved street with a right of way width of at least 50 feet.

4. Cooking facilities for guest rooms are not permitted.

5. The Department of Fire and Rescue must inspect and approve the occupancy of an establishment before it may be used as a bed and breakfast inn.

6. Individual guest occupancy is limited to no more than one month in any 3-month period.

7. No sale or display of merchandise or other commodities may occur in connection with the establishment.

8. Private functions such as weddings, receptions, luncheons, parties and similar activities are not permitted, except to the extent such activities represent personal activities of the owner/resident.

9. Not more than one on premise sign shall be permitted. With respect to that sign:

a. The copy may contain only the name and address of the establishment.

b. The sign may not exceed 3 square feet in size or 4 feet in height.

c. The sign may be freestanding or may be located on the dwelling itself or on a fence or wall.

d. Any sign illumination must be exterior to the sign and must be shielded so as not to produce glare upon an adjacent property or a public right of way.

e. The design materials and colors of the sign must be compatible with the architectural style of the dwelling.

SECTION 68: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Boat & Trailer Dealership (New and Used)" to read as follows:

Boat & Trailer Dealership (New and Used)

Description: The use of any building or lot for the display and sale of new or used boats, jet skis or other marine vessels, along with corresponding trailers.

Conditional Use Regulations:

1. The minimum site area shall be 25,000 square feet.

2. No vehicle, boat or trailer service or repair work shall occur except within a fully enclosed structure.

[3. Service bays with individual access from the exterior of the structure shall not directly face or front on a public right-of-way.**]**

Minimum Special Use Permit Requirements:

1. The minimum site area shall be 25,000 square feet.

2. No vehicle, boat or trailer service or repair work shall occur except within a fully enclosed structure.

[3. Service bays with individual access from the exterior of the structure shall not directly face or front on a public right-of-way.

4.**]** All sales activities and storage shall be within an enclosed structure. (C-1 only).

On-site Parking Requirement: One space for each 500 square feet of enclosed gross floor area.

SECTION 69: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Building & Landscape Material/Lumber Yard" to read as follows:

Building & Landscape Material/Lumber Yard

Description: A facility for the sale of home, lawn and garden supplies and construction materials such as brick, lumber and other similar materials.

[Conditional Use Regulations:

1. Outside storage shall be screened from view from adjacent properties and streets. The screening must be architecturally consistent with the principal building in terms of materials, colors and details.**]**

Minimum Special Use Permit Requirements:

*1. **[**Outside storage shall be screened from view from adjacent properties and streets. The screening must be architecturally consistent with the principal building in terms of materials, colors and details.**]** Accessory outdoor storage must meet all requirements of LVMC 19.08.040(E)(4(e), irrespective of whether or not for purposes of LVMC 19.08.040(E)(4(e) a Variance from its requirements is granted pursuant to that provision and LVMC 19.16.140.

On-site Parking Requirement: One space for each 500 square feet of gross floor area, including any outside sales area.

SECTION 70: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Building Maintenance Sales & Service" to read as follows:

Building Maintenance Service and Sales

Description: A facility or area for contracting services such as building repair and maintenance, the installation of plumbing, electrical, air conditioning and heating equipment, janitorial services, and exterminating services. The retail sale of supplies is permitted as an accessory use.

[Conditional Use Regulations:

1. Outside storage shall be screened from view from adjacent properties and streets.**]**

Minimum Special Use Permit Requirements:

*1. Accessory outdoor storage must meet all requirements of LVMC 19.08.040(E)(4(e), irrespective of whether or not for purposes of LVMC 19.08.040(E)(4(e) a Variance from its requirements is granted pursuant to that provision and LVMC 19.16.140.

*2. Accessory outdoor storage shall be limited to no more than 10% of the total lot area.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

SECTION 71: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Car Wash, Self Service" so that the list of Minimum Special Use Permit Requirements reads as follows:

Minimum Special Use Permit Requirements:

1. The hours of operation shall be limited to the period between 7:00 a.m. and 10:00 p.m.

2. **[**Openings to the wash bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

3.**]** All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel.

[4.**]** 3. No retail sale of vehicles is allowed.

[5.**]** 4. No repair or servicing of vehicles is allowed.

[6.**]** 5. The use must not be located within 200 feet of a residential property unless the use is separated from the residential property by a street with a minimum right-of- way width of 80 feet.

[7.**]** 6. The applicant must demonstrate that the use can be made inoperable and inaccessible to the

public after business hours.

[8.**]** 7. Vacuum bays are permitted as part of this use if their operation is in compliance with the other Minimum Special Use Permit Requirements for this use.

[9. The use must be operated in conjunction with another motor vehicle related use, such as gasoline sales, smog inspection, minor automotive repair, or recreational vehicle and boat storage.**]**

[10**]** 8. An attendant must be on the premises during all times the equipment is operational.

[11**]** 9. Each stall shall have a stacking lane that will accommodate at least 2 cars.

SECTION 72: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Child Care – Family Home" to read as follows:

[Child] Individual Care – Family Home

Description: A residential dwelling used primarily as a residence which also provides day or overnight care for a maximum of 6 children or dependent adults for compensation. Such a use is subject to the **[**child care**]** care-related regulations and standards of the State of Nevada.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

SECTION 73: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Child Care – Group Home" to read as follows:

[Child] Individual Care – Group Home

Description: A **[**residential dwelling used primarily as a residence which also**]** facility which provides day or overnight care for a minimum of 7 children or dependent adults and a maximum of 12 children or dependent adults for compensation. When located on a single-family residential lot, the provision of care will take place in a dwelling used primarily as a residence. When located on a parcel developed with multi-family housing, the provision of care must take place within a structure not used as a residence. In any case, **[**Such**]** such a use is subject to the **[**child care**]** care-related regulations and standards of the State of Nevada.

Minimum Special Use Permit Requirements:

* 1. The minimum lot size shall be 6500 square feet.

* 2. The site shall be designed so that all loading and unloading of passengers occurs on-site. The

layout of driveways, circulation patterns and parking must be approved by the City Traffic Engineer prior to the issuance of any building permits.

* 3. In order for this use to be conducted on a parcel developed with multi-family housing, the **[**child care must be provided**]** provision of care must occur within a separate structure.

[*4. The use shall be subject to the child care regulations and standards of the State of Nevada.**]**

[5.**]** 4. Access to the facility shall be by means of a right-of way with a width of 60 feet or less.

[6.**]** 5. The use of outdoor **[**play**]** recreation areas shall be limited to the hours between 6:00 A.M. and 10:00 P.M.

[7.**]** 6. All lighting shall be designed so it does not shine directly onto any abutting residential property.

On-site Parking Requirement: One space for each staff member, plus one space for each 6 **[**children.**]** individuals cared for.

SECTION 74: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Child Care Center" to read as follows:

[Child] Individual Care Center

Description: [Any**]** A commercial facility which provides **[**day or overnight care for**]** personal care and related services to more than 12 children**[.]** or dependent adults in a supervised, protective, congregate setting during some portion of a twenty-four hour day. Such a use is subject to the **[**child care**]** care-related regulations and standards of the State of Nevada. Services typically offered in conjunction with dependent adult care include social and recreational activities, training, meals, and services such as rehabilitation and medication assistance.

Conditional Use Regulations:

1. Access to the **[**child**]** individual care center shall be by means of a collector street or larger.

2. **[**The maximum lot coverage shall not exceed 30 percent.

3.**]** The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site. The layout of driveways, circulation patterns and parking must be approved by the City Traffic Engineer prior to the issuance of any building permits.

[4.**]** 3. Where structures or play areas have residential adjacency:

a. An 8-foot high block wall shall be installed along the common property line.**[**, with an additional buffer of evergreen trees along the play area. The trees shall be a minimum of 24-inch box, shall be installed at a minimum of 20 feet on center, and shall be a variety that will grow together to form a visual screen.**]**

b. The building entrance and access shall be oriented away from residential uses on local streets.

c. Outdoor **[**play**]** recreation activities shall be limited to daylight hours.

d. Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.

On-Site Parking Requirement: One space for each staff member, plus one space for each 10 **[**children.**]** individuals cared for.

SECTION 75: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Commercial Recreation/Amusement (Indoor)" to read as follows:

Commercial Recreation/Amusement (Indoor)

Description: An enclosed facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation bowling alleys, indoor miniature golf courses, roller and ice skating rinks, game courts, swimming pools, walk-in movie theaters, physical fitness centers, gyms, billiard parlors/pool halls, and video arcades.

Minimum Special Use Permit Requirements:

1. The use shall not be open to the public between the hours of 9:00 p.m. and 8:00 a.m.

2. The use must be consistent with and authorized by an approved Site Development Plan for an office project, and may not occupy more than 35 percent of the floor area of the project.

3. No structure that houses the use may exceed 35 feet in height.

4. Each structure that houses the use shall be designed to provide reasonable sound barriers for adjoining properties.

On-site Parking Requirement:

Indoor Miniature Golf Course: Three spaces per hole

Skating Rink: One space for each 150 square feet of rink area

Indoor Game Courts: Three spaces per court

Walk-in Theater: One space per 4 seats, plus one space for each employee

Video Arcade: One space for each 200 square feet of gross floor area, plus one space per 3 persons that the facility is designed to accommodate at maximum capacity**[.]**

Billiard Parlor/Pool Hall: One space per billiard table

Other Uses: One space for each 200 square feet of gross floor area**[.]**

SECTION 76: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Commercial Recreation/Amusement (Outdoor)" so that the Description of the use reads as follows:

Description: An outdoor facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation game courts, water slides, golf courses/driving ranges, outdoor miniature golf courses, drive-in theaters, batting cages, practice/instructional fields, amusement parks, amphitheaters, and sports events. **[**, but does not include an amphitheater.**]**

SECTION 77: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Financial Institution, General (without Drive-Through)" to read as follows:

Financial Institution, General [(without Drive-Through)]

Description: Any business or organization**[**:

1. Whose primary service is the exchange of currency; and
2. Whose service does not include drive-through service.

This use includes without limitation banks and credit unions, but does not include any business engaged in retail sales or a business whose primary service is to lend money for repayment at a future date.**]** which:

1. Holds or receives deposits, savings or share accounts;
2. Issues certificates of deposits;
3. Provides to its customers other depository accounts which are subject to withdrawal by checks, drafts or other instruments or by electronic means to effect payment to a third party; or
4. Engages in business as a mortgage banker under NRS Chapter 645E.

This use includes without limitation a bank, savings and loan association, savings bank, mortgage bank, thrift company or credit union.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

SECTION 78: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Garden Supply/Plant Nursery" to read as follows:

Garden Supply/Plant Nursery

Description: A facility for the growing, display, or sale of plant stock, seeds or other horticulture items. This use may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping.

[Conditional Use Regulations:

1. Garden tools, supplies and fertilizer may be allowed outside an enclosed building, provided all storage is screened from view from any abutting streets.

2. Live plants may be located outside of an enclosed building.**]**

Minimum Special Use Permit Requirements:

*1. Accessory outdoor storage must meet all requirements of LVMC 19.08.040(E)(4(e), irrespective of whether or not for purposes of LVMC 19.08.040(E)(4(e) a Variance from its requirements is granted pursuant to that provision and LVMC 19.16.140.

On-site Parking Requirement: One space for each 500 square feet of indoor display area, plus one space for each 2500 square feet of outdoor display area.

SECTION 79: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "General Personal Service" so that the Description of the use reads as follows:

General Personal Service

Description: A facility for the sale of personal services. Typical personal services include barber/beauty shop, tanning salon, nail salon, shoe repair, tailor, instructional arts studio, photography studio, hand-crafted art studio, safe deposit boxes, house cleaning service, weight reduction center, day spa, florist (excluding greenhouses), astrologer/hypnotist/psychic art or science, dry cleaners, electrical/watch/clock/jewelry or similar repair, and permanent makeup establishment.

SECTION 80: Title 19, Chapter 12, Section 70, is hereby amended by amending the

entry for the use "General Retail Store, Other Than Listed (3500 Square Feet or More)" to read as follows:

General Retail Store, Other Than Listed [(3500 Square feet or More)]

Description: A facility **[**(with 3500 square feet or more) for the retail sale of general merchandise to the general public for direct consumption and not for wholesale. This use does not include a "grocery store," "convenience store," or other retail facility that is specifically defined in LVMC Chapter 19.18.**]** for the retail sale of general merchandise to the general public for direct consumption and not for wholesale. This use:

1. Includes such uses as an antique/collectible store, retail bakery, convenience store, grocery store, drug store, service station and specialty merchandise store.

2. Includes other general retail uses that may be specifically defined in LVMC Chapter 19.18 and whose definitions may include specific limitations and restrictions, which shall apply as described in that Chapter.

3. Does not include uses that are specifically listed in LVMC Chapter 19.12.

Conditional Use Regulations:

1. The general retail use must be ancillary to a primary use, and shall not exceed 3,500 square feet in gross floor area.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.

2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

SECTION 81: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Horse Corral or Stable (Commercial)" so that the list of Conditional Use Regulations reads as follows:

Conditional Use Regulations:

1. Stables or corrals shall be placed more than 50 feet from any dwelling on an adjacent residential lot and at least 100 feet from the front property line.

[2. All accessory structures shall comply with the setback requirements set forth in LVMC Chapter 19.08, and in no event shall be placed closer than 5 feet from any side or rear property line abutting

a residential zoning district.**]**

SECTION 82: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Hotel, Residence" so that the Description of the use reads as follows:

Hotel, Residence

Description: A multi-dwelling facility for extended stay lodging, consisting of:

1. Efficiency units or suites with a **[**complete**]** kitchen <u>containing a refrigerator, sink and cooking facilities (such as a stove or microwave)</u> suitable for long term occupancy;

2. Customary hotel services such as linen, maid service, telephone and upkeep of furniture; and

3. Optional resident and guest amenities such as meeting rooms, club house and recreation facilities.

This use does not include facilities which qualify as other types of dwelling units defined in this Title.

SECTION 83: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Motor Vehicle Sales (New)" so that the list of Conditional Use Regulations reads as follows:

Conditional Use Regulations:

1. Motor vehicle sales may include an outdoor used car sales lot when operated by a franchised, new car dealer. The used car sales shall be located directly adjacent to the new car sales and service facility and be operated as an incidental use.

2. The installation and use of an outside public address or bell system is prohibited.

3. **[**No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

4.**]** All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

[5.**]** <u>4.</u> All accessory service shall be performed inside an enclosed area.

[6. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.**]**

[7.**]** <u>5.</u> Accessory automobile rental is permitted.

[*8.] *6. Any motor vehicle sales use to be located north of Cheyenne Avenue must be [within the] located on a parcel with a GC-TC land use designation.

SECTION 84: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Motor Vehicle Sales (Used)" to read as follows:

Motor Vehicle Sales (Used)

Description: A facility or area, other than an auto sales showroom, used primarily for the display and sale or leasing of used automobiles, motorcycles and motor scooters , but excluding mopeds. This use includes service bays and auto body shops which are incidental and accessory to the sales use.

Conditional Use Regulations:

1. The installation and use of an outside public address or bell system is prohibited.

2. [No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

3.] All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

[4. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.]

[5.] 3. Accessory automobile rental is permitted.

Minimum Special Use Permit Requirements:

1. The minimum site area designated for this use shall be 25,000 square feet.

2. The installation and use of an outside public address or bell system is prohibited.

3. [No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

4.] All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

[5. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.]

[6.] 4. Accessory automobile rental is permitted.

On-site Parking Requirement: One space for each 500 square feet of enclosed gross floor area

designated for this use. Vehicles that are on display or for sale may not be parked or stored in parking spaces that are designated as off street parking necessary to meet the minimum requirements. The parking and storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

SECTION 85: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Multi-Family Residential" to read as follows:

Multi-Family Residential

Description: A structure used or designed as a residence for 3 or more families or households living independently of each other.

Conditional Use Regulations:

1. This use is permitted only in conjunction with an approved Mixed-Use development.

On-site Parking Requirement: Calculated by the capacity of each unit as described below, plus one additional guest space for every 6 units spread throughout the development:

1. Studio and One Bedroom Units – 1.25 spaces per unit.
2. Two Bedroom Units – 1.75 spaces per unit.
3. Three Bedroom and Above Units – Two spaces per unit.
4. Units developed as part of a Mixed-Use development shall provide parking in accordance with LVMC 19.18.030(D).

SECTION 86: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Office, Medical or Dental" so that the Description of the use reads as follows:

Office, Medical or Dental

Description: A professional office for the administration of professional medical, psychological or dental care, including examinations, screenings and minor outpatient surgical procedures. This use does not include a facility that provides housing for individuals, a clinic, or any other facility that is specifically defined in this Title.

SECTION 87: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Office, Other Than Listed" so that the Description of the use reads as follows:

Office, Other Than Listed

Description: A building or rooms used for conducting the affairs of a business, profession, service, industry or government other than those which are specifically listed in this Title. This use includes a radio broadcasting facility and a recording studio.

SECTION 88: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Outcall Entertainment Referral Service" to read as follows:

Outcall Entertainment Referral Service/Escort Bureau

Description: A business which, for a fee, commission, hire, or profit:

1. Sends **[**sends**]** or refers an entertainer to an entertainment location (as defined in LVMC 6.57.030) in response to a telephone or other request to entertain a patron at the entertainment location**[.]**; or

2. Furnishes or arranges for escorts to accompany other persons for social engagements.

Minimum Special Use Permit Requirements:

1. The business must be located at least 500 feet from any residentially-zoned property and 1500 feet from any church, school, child care facility or park, measured in each case from property line to property line without regard to intervening obstacles.

2. No outcall entertainers, escorts or escort runners shall be physically dispatched from the property.

3. No business may be transacted with patrons on the property.

4. Except as may otherwise be required by ordinance or by the Director, there shall be no on-site signage or other advertising of any kind, whether on the property or elsewhere, which advertises the address or physical location of the business.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

SECTION 89: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Outdoor Storage, Accessory" to read as follows:

Outdoor Storage[, Accessory]

Description: The use of a significant portion of a lot or area for the long term retention (more than 24 hours) of materials and machinery and/or equipment, regardless of whether the materials, machinery and/or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. This use includes the storage of self-contained cargo containers that have not been converted into a

permanent building, but does not include new or used motor vehicle sales and rental display, nor does it include accessory and incidental parking of vehicles for residents, guests, customers or employees in connection with a principal use.

[Conditional Use Regulations:

1. Storage shall not be permitted within required setbacks or buffer yards.

2. Except as otherwise provided in this Title or as specifically allowed in connection with the approval of a Special Use Permit:

a. Outside storage areas that are not screened by an intervening building shall be screened from view from any public street by a screening device at least 8 feet in height.

b. Outside storage areas shall be screened from view of any adjoining property by a screening device at least 8 feet in height, except along adjacent property lines of property zoned C-M or M.

3. Except as otherwise provided in this Title, in the C-2 and C-M Zoning Districts, storage shall be limited to no more than 5 percent of the lot area containing the principal use.

4. In the C-2 Zoning District, incidental items that are normally associated with operations allowed as a matter of right are not required to be screened from view.

5. In the C-1 Zoning District, the only items allowable as accessory outdoor storage are live nursery products, which must be screened from view of adjacent properties and right-of-way by means of screening that is architecturally consistent with the principal building in terms of materials, colors and details.**]**

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

SECTION 90: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Parking, Commercial" to read as follows:

Parking[, Commercial] Facility

Description: A **[**facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises.**]** lot or structure developed for public or private parking as a primary use of the subject site on which it is located. This use does not include any ancillary lot or

structure provided in conjunction with a primary use in order to meet minimum required parking standards.

Conditional Use Regulations:

1. The parking facility must be ground-level.

2. **[**The parking facility shall conform with any applicable provisions of this Title.

3. A 6 foot-high masonry wall shall be installed and maintained along all property lines that adjoin any residential zone.

4.**]** The use of the parking facility shall cease between 9:00 p.m. and 6:00 a.m., including the use of any exterior lighting (except for security lighting).

On-site Parking Requirement: One space, designated as employee-only parking, for each employee on the largest shift, if applicable.

SECTION 91: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Rental Store (with Outside Storage)" to read as follows:

Rental Store [(with Outside Storage)]

Description: A facility for the rental of general merchandise to the general public, not specifically listed as a different use elsewhere in this Title.**[**, that includes outside storage of rental items.**]** Typical general merchandise includes clothing and other apparel, electronics, videos, tools and garden equipment, furniture and other household appliances, special occasion or seasonal items, and similar consumer goods.

On-site Parking Requirement: One space for each 250 square feet of enclosed gross floor area.**[**, plus one space for each 1000 square feet of gross outside storage yard area.**]**

SECTION 92: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Restaurant, 2000 sq. ft. or more (with Drive-Through)" to read as follows:

Restaurant[, 2000 sq. ft. or more (with Drive-Through)]

Description: An establishment providing for the preparation and retail sale of food and beverages, including without limitation cafés, coffeeshops, sandwich shops, ice cream parlors, fast food take-out (i.e. pizza) and similar uses.**[**, with the added provision of one or more drive-through lanes for ordering and dispensing food and beverages to patrons remaining in their vehicles.**]**

Conditional Use Regulations:

1. [Each drive-through service window shall have a stacking lane that will accommodate at least 6 cars per lane.] The restaurant use must be ancillary to a primary use, and shall not exceed 2000 square feet in gross floor area.

On-site Parking Requirement: One space for each [100 square feet of gross floor area, including outdoor areas for seating and waiting.] 50 square feet of public seating and waiting area (including outdoor areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area.

SECTION 93: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Secondhand Dealer" to read as follows:

Secondhand Dealer

Description: A [specialty shop] retail facility which deals solely in [one kind of] used [commodity] commodities with no new commodities, or [a business] in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this description, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery, [or guns. This use includes the sale of jewelry (Class III type) and] guns or scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, or the sale of used cars. [or the sale of other items which the City Council determines do not fit within the intent of this term.] This use does not include the buying and selling of foreign or domestic coins for numismatic purposes or used books, which shall be allowed where retail sales of new merchandise is permitted. This use also does not include a [thriftshop or nonprofit thriftshop.] Thrift Shop.

Conditional Use Regulations:

1. No outdoor display[,] or sales [or storage] of any merchandise shall be permitted[.], except as allowed pursuant to LVMC 19.16.160 for a Temporary Commercial Permit.

2. The use shall comply with the applicable requirements of LVMC Title 6.

3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard

South, between Charleston Boulevard and Sahara Avenue.

4. In the C-1 and C-2 Zoning Districts, the use shall be limited to no more than 5,000 square feet in size.

Minimum Special Use Permit Requirements:

* 1. No outdoor display**[**,**]** or sales **[**or storage**]** of any merchandise shall be permitted**[**.**]**, except as allowed pursuant to LVMC 19.16.160 for a Temporary Commercial Permit.

* 2. The use shall comply with the applicable requirements of LVMC Title 6.

* 3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

SECTION 94: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Swap Meet" to read as follows:

Swap Meet

Description: A facility (whether indoor or outdoor) in which multiple vendors, dealers, sellers or traders have rented, leased, purchased or otherwise obtained an area from a swap meet operator for the purpose of selling, bartering, exchanging or trading new or used items of personal property, where the aggregate value of all such property exceeds the amount of 1000 dollars.

Conditional Use Regulations:

1. No outdoor display, sales or storage of any merchandise or equipment is permitted. **[**, except in connection with temporary activities that have been authorized by means of a Temporary Commercial Permit.**]**

2. No repair, installation or service work is permitted outside of an enclosed building.

3. All signage, including any temporary signage, shall comply with LVMC Chapter 19.08.

4. The swap meet operation shall comply with all applicable requirements of LVMC Title 6.

Minimum Special Use Permit Requirements:

1. **[**No outdoor display, sales or storage of any merchandise or equipment is permitted, except in connection with temporary activities that have been authorized by means of a Temporary Commercial Permit.

2.] No repair, installation or service work is permitted outside of an enclosed building.

[3.] 2. All signage, including any temporary signage, shall comply with LVMC Chapter 19.08.

[4.] 3. The swap meet operation shall comply with all applicable requirements of LVMC Title 6.

On-site Parking Requirement:

Indoor: One space for each 175 square feet of gross floor area[.] for the first 25,000 square feet of gross floor area; one space for each 250 square feet of gross floor area thereafter.

Outdoor: Four spaces for each retail stall or unit.

SECTION 95: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Thriftshop" to read as follows:

[Thriftshop] Thrift Shop

Description: [A business operation that deals primarily in secondhand wearing apparel.] A retail facility that sells any new or used merchandise that has been donated to the facility.

Conditional Use Regulations:

1. No outdoor display[,] or sales [or storage] of any merchandise shall be permitted.

2. The use shall comply with the applicable requirements of LVMC Title 6.

3. Donations shall be accepted only during normal business hours.

Minimum Special Use Permit Requirements:

* 1. No outdoor display[,] or sales [or storage] of any merchandise shall be permitted.

* 2. The use shall comply with the applicable requirements of LVMC Title 6.

3. Donations shall be accepted only during normal business hours, unless otherwise specifically approved in connection with the Special Use Permit. Where after-hours donation of items is approved, donation areas and containers, whether or not enclosed or screened, must be designed so that donated items are not visible to the general public.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

SECTION 96: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Drive-Through," reading as follows:

Drive-Through

Description: The use of a dedicated drive lane that, incidental to a principal use, provides access to

a station, such as a window, door or mechanical device, from which occupants of a motor vehicle receive or obtain a product or service.

Conditional Use Regulations:

1. A single-station drive-through shall have a stacking lane that will accommodate a minimum of six vehicles, including the vehicle at the station. A multiple-station drive-through shall have stacking lanes that will accommodate a minimum of three vehicles per station, including the vehicle at that station.

2. The drive-through shall be screened in accordance with LVMC 19.08.040(F).

3. In the O (Office) and DC-O (Downtown Casino Overlay) Districts, a drive-through shall be separated from any residentially zoned property by an intervening building and shall not have access to local residential streets.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site. Stacking areas provided for the drive-through shall not count toward the required on-site parking.

SECTION 97: Title 19, Chapter 12, Section 90, Subsection (A), is hereby amended to read as follows:

A. P-O District

All uses in the P-O District shall conform to the following:

1. No products shall be stored, displayed or sold on the premises.**[**, except for the sales activities otherwise permitted for the internet/catalogue sales office use.**]**

2. No trucks, vans or other commercial vehicles shall be stored or parked on the property overnight.

3. No service shall be performed upon a client except those related to the service of the medical profession including dentists, opticians, optometrists, chiropractors, psychologists, etc.

4. Services shall not include the production or repair of any goods except as an incidental use to a permitted service.

5. Instructional services at a physician's office must be provided with a pupil/instructor ratio no greater than two to one; provided, however, that the Director may approve a higher pupil/instructor

ratio upon a showing that sufficient off-street parking is available for the number of pupils anticipated. Equipment used for instructional purposes must be stored within the building.

6. Except in accordance with a Special Use Permit approving the establishment of a Mixed-Use use as defined by LVMC Chapter 19.18, there shall be no mixed residential and commercial use of any property and in the event there is an existing residential use on a property, no commercial use of the property shall be permitted until the residential use has permanently ceased.

7. No use or business activity shall remain open to the public for business between the hours of 9:00 p.m. through 7:00 a.m. All exterior lighting, except for security lighting, shall be turned off.

SECTION 98: Title 19, Chapter 18, Section 20, is hereby amended by deleting therefrom the following terms, together with their corresponding definitions:

Adult Day Care Center

Auto Paint & Body Repair Shop

Internet Café

Jewelry Store, Class III

Jewelry Store, New

Private Sports Arena, Stadium or Track

Restaurant with Drive-Through

Tennis Courts, Accessory

Thriftshop, Nonprofit

SECTION 99: Title 19, Chapter 18, Section 20, is hereby amended by amending the following terms, together with their corresponding definitions (and relocating them as necessary):

Accessory Structure. A <u>residential</u> structure that is:

1. Located on the same lot as a principal structure;

2. **[**May be**]** <u>Either</u> detached from or<u>, pursuant to LVMC 19.06.040(C)(6),</u> attached to the principal structure; and

3. Incidental or subordinate to the principal structure.

[Ancillary] Lounge Bar. A bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of 150 rooms or residential units, unless the City Council determines that public

health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. The term does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title.

Auto Repair Garage, Major. A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. The term includes a facility **[**which**]** that provides collision services, including body, frame, or fender straightening, repair and painting of vehicles in an appropriate paint booth, and a facility that performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds.

Bakery, Retail. [An**]** A retail establishment which specializes in the **[**retail**]** sale of baked goods, such as doughnuts, cookies, pastries and other similar goods, but does not provide meals as found in a restaurant.

[Child] Individual Care Center. [Any**]** A commercial facility which provides **[**day or overnight care for**]** personal care and related services to more than 12 children**[.]** or dependent adults in a supervised, protective, congregate setting during some portion of a twenty-four hour day. Such a use is subject to the **[**child care**]** care-related regulations and standards of the State of Nevada. Services typically offered in conjunction with dependent adult care include social and recreational activities, training, meals, and services such as rehabilitation and medication assistance.

[Child] Individual Care – Family Home. A residential dwelling used primarily as a residence which also provides day or overnight care for a maximum of 6 children or dependent adults for compensation. Such a use is subject to the **[**child care**]** care-related regulations and standards of the State of Nevada.

[Child] Individual Care – Group Home. A **[**residential dwelling used primarily as a residence which also**]** facility which provides day or overnight care for a minimum of 7 children or dependent adults and a maximum of 12 children or dependent adults for compensation. When located on a single-family residential lot, the provision of care will take place in a dwelling used primarily as a residence. When located on a parcel developed with multi-family housing, the provision of care must take place within a structure not used as a residence. In any case, **[**Such**]** such a use is subject to the **[**child care**]** care-related regulations and standards of the State of Nevada.

Commercial Recreation/Amusement [(Inside).] (Indoor). An enclosed facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation bowling alleys, indoor miniature golf courses, roller and ice skating rinks, game courts, swimming pools, walk-in movie theaters, physical fitness centers, gyms, billiard parlors/pool halls, and video arcades.

Commercial Recreation/Amusement [(Outside).] (Outdoor). An outdoor facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation game courts, water slides, golf courses/driving ranges, outdoor miniature golf courses, drive-in theaters, batting cages, practice/instructional fields, amusement parks, amphitheaters, and sports events. **[**, but does not include an amphitheater.**]**

Financial Institution, General. Any business or organization**[**, whose primary service is the exchange of currency. The term includes without limitation banks and credit unions, with or without drive-through service, but does not include any business engaged in retail sales or a business whose primary service is to lend money for repayment at a future date.**]** which:

1. Holds or receives deposits, savings or share accounts;

2. Issues certificates of deposits;

3. Provides to its customers other depository accounts which are subject to withdrawal by checks, drafts or other instruments or by electronic means to effect payment to a third party; or

4. Engages in business as a mortgage banker under NRS Chapter 645E.

The term includes without limitation a bank, savings and loan association, savings bank, mortgage bank, thrift company or credit union.

General Personal Service. A facility for the sale of personal services. Typical personal services include barber/beauty shop, tanning salon, nail salon, shoe repair, tailor, instructional arts studio, photography studio, hand-crafted art studio, safe deposit boxes, house cleaning service, weight reduction center, day spa, florist (excluding greenhouses), astrologer/hypnotist/psychic art or science, dry cleaners, electrical/watch/clock/jewelry or similar repair, and permanent makeup establishment.

General Retail Store, Other Than Listed. A facility for the retail sale of general merchandise to the general public for direct consumption and not for wholesale. The term: **[**does not include a "grocery

store," "convenience store," or other retail facility that is specifically defined in LVMC Chapter 19.18.**]**

1. Includes such uses as an antique/collectible store, retail bakery, convenience store, grocery store, drug store, service station and specialty merchandise store.

2. Includes other general retail uses that may be specifically defined in LVMC Chapter 19.18 and whose definitions may include specific limitations and restrictions, which shall apply as described in that Chapter.

3. Does not include uses that are specifically listed in LVMC Chapter 19.12.

Hotel, Residence. A multi-dwelling unit for extended stay lodging consisting of efficiency units or suites with a **[**complete**]** kitchen containing a refrigerator, sink and cooking facilities (such as a stove or microwave), suitable for long term occupancy; customary hotel services such as linen, maid service, telephone and upkeep of furniture; and optional resident and guest amenities such as meeting rooms, club house and recreation facilities. The term does not include facilities which qualify as other types of dwelling units defined in this Title.

Office, Medical or Dental. A professional office for the administration of professional medical, psychological or dental care, including examinations, screenings and minor outpatient surgical procedures. The term does not include a facility that provides housing for individuals, a clinic, or any other facility that is specifically defined in this Title.

Outcall Entertainment Referral Service/Escort Bureau. A business which, for a fee, commission, hire, or profit:

1. Sends **[**sends**]** or refers an entertainer to an entertainment location (as defined in LVMC 6.57.030) in response to a telephone or other request to entertain a patron at the entertainment location**[**.**]**; or

2. Furnishes or arranges for escorts to accompany other persons for social engagements.

Outdoor Storage.[, Accessory.] The use of a significant portion of a lot or area for the long term retention (more than 24 hours) of materials and machinery and/or equipment, regardless of whether the materials, machinery and/or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. The term includes the storage of self-contained cargo containers that have not been

converted into a permanent building, but does not include new or used motor vehicle sales and rental display, nor does it include accessory and incidental parking of vehicles for residents, guests, customers or employees in connection with a principal use.

Parking[, Commercial.] Facility. A [facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises.] lot or structure developed for public or private parking as a primary use of the subject site on which it is located. The term does not include any ancillary lot or structure provided in conjunction with a primary use in order to meet minimum required parking standards.

Secondhand Dealer. A [specialty shop] retail facility which deals solely in [one kind of] used [commodity] commodities with no new commodities, or [a business] in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this definition, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery, [or guns. This use includes the sale of jewelry (Class III type) and] guns or scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, or the sale of used cars. [or the sale of other items which the City Council determines do not fit within the intent of this term.] The term does not include the buying and selling of foreign or domestic coins for numismatic purposes or used books, which shall be allowed where retail sales of new merchandise is permitted. The term also does not include a [thriftshop or nonprofit thriftshop.] Thrift Shop.

[Thriftshop.] Thrift Shop. [A business operation that deals primarily in secondhand wearing apparel.] A retail facility that sells any new or used merchandise that has been donated to the facility.

SECTION 100: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto the following term, together with its corresponding definition:

Drive-Through. The use of a dedicated drive lane that, incidental to a principal use, provides access to a station, such as a window, door or mechanical device, from which occupants of a motor vehicle receive or obtain a product or service.

SECTION 101: For purposes of Section 2.100(3) of the City Charter, the following are deemed to be subchapters rather than sections:

19.06.040

19.08.040

19.08.050

19.08.060

19.08.070

19.08.080

19.08.090

19.08.100

19.12.010

19.12.070

19.12.090

19.18.020

SECTION 102: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 100, inclusive, of this Ordinance.

SECTION 103: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 104: 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 6-5-12
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2012-30 - Amends the Supplemental Document to the City's Administrative Code to increase the number of members of the Board of Appeals from eight to nine. Sponsored by: Mayor Carolyn G. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Supplemental Document to the City's Administrative Code to increase the number of members of the Board of Appeals from eight to nine. The purpose of the amendment is to decrease the likelihood of a tie vote.

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

BACKUP DOCUMENTATION:
1. Bill No. 2012-30
2. Business Impact Statement

BILL NO. 2012-30

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SUPPLEMENTAL DOCUMENT TO THE CITY'S ADMINISTRATIVE CODE TO INCREASE THE NUMBER OF MEMBERS OF THE BOARD OF APPEALS FROM EIGHT TO NINE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Amends the Supplemental Document to the City's Administrative Code to increase the number of members of the Board of Appeals from eight to nine.

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

SECTION 1: The document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," which was most recently adopted by Ordinance No. 6140, and thereafter amended by Ordinance Nos. 6160 and 6191, is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Section 8 of the Supplemental Document referred to in Section 1 is hereby amended to read as follows, with bracketing to indicate deleted material and underlining to indicate new material:

Section 8: Section 204 is hereby amended by deleting Section 204.1 and 204.2 and substituting therefor a new Section 204.1 and Subsections 204.1.1 through 204.1.7, reading as follows:

204.1 Board of Appeals. The Board of Appeals is created to hear and decide appeals of determinations made by the Building Official or Fire Marshal relative to the application and interpretation of the technical codes. The Board of Appeals is authorized to hear appeals relating to this Chapter and the technical codes, and to review proposed alternate materials and methods of construction. Members of the Board of Appeals shall be appointed by the Las Vegas City Council and, except as provided in the following sentence, shall serve a term of four years, or until their successors are appointed. With regard to the initial board membership, four members shall be appointed to three-year terms and the

remainder to four-year terms. No member may serve more than two consecutive full terms. If a person was appointed to fill an unexpired term of more than two years, the person shall be deemed to have served a full term in filling that unexpired term. Members may be removed from office at any time by a majority vote of the City Council. Members shall serve without compensation. No member shall sit in judgment regarding any matter concerning which the member has a direct financial interest.

204.1.1 Members. The members of the Board of Appeals shall be qualified by training and experience to decide matters pertaining to building construction and building service equipment, including matters pertaining to fire protection systems and hazards of fire, explosion and other hazardous conditions. The members shall not be employees of the City of Las Vegas, although the Building Official and Fire Marshal shall serve in an advisory capacity as ex-officio, non-voting members. The voting members of the Board of Appeals shall consist of the following:

1. [One general contractor.] <u>Two general contractors.</u>
2. One electrical contractor or electrical engineer.
3. One mechanical or plumbing contractor.
4. One fire protection engineer.
5. One lay member.
6. One architect registered by the State of Nevada.
7. One structural engineer registered by the State of Nevada.
8. One fire protection system contractor.

204.1.2 Procedures. The Board of Appeals may adopt rules and procedures for conducting its hearings and investigations. A person (the appellant) who wishes to appeal a determination of the Building Official or Fire Marshal to the Board of Appeals shall submit a written request for appeal to the Building Official or Fire

Marshal, as applicable, shall provide the appellant a copy of the guidelines for preparing an appeal and a copy of any Board-adopted rules and procedures. The appellant is responsible to prepare the written appeal in compliance with the guidelines. In order to provide for timely hearing and resolution of appeals, the Building Official or Fire Marshal shall schedule a hearing before the Board upon a determination of the Building Official or Fire Marshal that a written appeal is in substantial compliance with the Board guidelines for preparing an appeal. In addition to information and evidence submitted by the appellant, information and evidence may be submitted in support of the determination by the Building Official or Fire Marshal. The Board shall issue a written decision based on the evidence presented at the hearing. The decision shall be signed by the chairman of the Board and shall be filed with the Building Official or Fire Marshal, as applicable. A copy of the Board decision shall be delivered to the appellant in person or by U.S. Certified Mail.

204.1.3 Limitation and Scope of Authority. The Board of Appeals shall not have authority relative to the interpretation of the administrative provisions of this Chapter or the adopted administrative provisions of the technical codes, nor shall the Board be empowered to waive any requirements of this Chapter or the technical codes.

204.1.4 Tests. The appellant shall, at the appellant's expense, cause to be performed and produced any tests or research necessary to support appellant's claims before the Board of Appeals and any tests or research as may be required by the Board in its consideration of the claims of the appellant.

204.1.5 Liability. No member of the Board of Appeals shall be personally liable for any damage that may accrue to persons or property as a result of any good faith act or any good faith act omission in the discharge of the duties specified herein. Any suit brought against the Board or any member thereof resulting from such act or omission performed, or not performed, by a member

of the Board acting in an official capacity in the performance of Board duties as specified in this Chapter shall be considered an act of the City of Las Vegas and shall be subject to all applicable immunities and rights conferred by law upon the City of Las Vegas, as well as subject to applicable City of Las Vegas liability self-insurance or insurance coverage.

204.1.6 Fees. In connection with any appeal under this Section 204, the appellant shall pay the applicable fees as set forth in the Fee Tables adopted under Section 304 of this Code, as adopted by the City.

204.1.7 Appeals under the Fire Code. The Board of Appeals may function as the Board of Appeals under Section 108 of the International Fire Code (IFC), as adopted by the City. When functioning as such, the Board of Appeals shall follow and be subject to the rules and procedures that govern under, or have been adopted pursuant to, the IFC. Appeals taken under the IFC shall be subject to all applicable rules, limitations, procedures and fees that have been adopted under the IFC.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

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

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-5-12
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2012-30

(Amends the Supplemental Document to the City's Administrative Code to increase the number of members of the Board of Appeals from eight to nine)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2012-30, that would amend the Supplemental Document to the City's Administrative Code to increase the number of members of the Board of Appeals from eight to nine.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: June 5, 2012

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2012-31 - Annexation No. ANX-44087 – Property location: located on the northwest corner of Vegas Drive and Michael Way; Petitioned by: AE Trust; Acreage: 0.39 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the northwest corner of Vegas Drive and Michael Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (August 10, 2012) is set by this ordinance.

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. 2012-31 and Location Map

BILL NO. 2012-31

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-44087)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located on the northwest corner of Vegas Drive and Michael Way.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The east 105.00 feet of the south 165.00 feet of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the

boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 10th day of August, 2012, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of

police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 10th day of August, 2012, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 10th day of August, 2012.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause of phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

. . .

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. . .

. . .

SECTION 9: All ordinances or parts of ordinances, 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 6-5-12
_____
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

0 300 600 Feet

CASE: **ANX-44087**

N

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2012-32 - Amends the Unified Development Code to reduce the on-site parking requirement for the use "Taxicab/Limo Yard." (TXT- 44522) Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code to reduce the on-site parking requirement for the use "Taxicab/Limo Yard." It is believed that the amendment will accommodate the concerns of yard operators without creating an undue negative impact on 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. 2012-32

BILL NO. 2012-32

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO REDUCE THE ON-SITE PARKING REQUIREMENT FOR THE USE "TAXICAB/LIMO YARD," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Amends the Unified Development Code to reduce the on-site parking requirement for the use "Taxicab/Limo Yard."

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

SECTION 1: Ordinance No. 6190 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the On-Site Parking Requirement for the use "Taxicab/Limo Yard" to read as follows:

On-site Parking Requirement: One space for each employee on the largest shift, plus **[**one space**]** 0.5 spaces per taxi or limo when the facility is at maximum capacity.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Section 2 of this Ordinance.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

SECTION 6: 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 6-6-12
_____
Date

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

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 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

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 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 1123 Chapman Drive for fees in the amount of $2,861 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,511. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O MARY LOU CLEMMONS, L P - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,861
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 Lunas Construction to board all open doors and windows, remove all trash, debris, discarded items, 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 $62,400.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,340 invoice for Lunas Construction, $201 administrative fee, and $1,320 in reinspection fees (including late fees) for a total of $2,861 to be recorded immediately, and assess a maximum of $19,650 in daily and failed inspection civil penalties to be recorded on or after November 26, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 20, 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 1123 Chapman Drive for fees in the amount of $2,861 (General Fund) and assess a maximum of $19,650 in daily and failed inspection civil penalties for a total of $22,511.
PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O MARY LOU CLEMMONS, L P – Ward 3 (Coffin)

Lunas Construction completed work on January 19, 2012 at a cost of $1,340. In addition, $1,320 in reinspection fees (w/late fees); plus a 15% administrative fee were assessed for a total of $2,861 in out-of-pocket expenses.

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 Las Vegas Municipal Code Title 9 Health and Safety Code 9.04.100, 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.

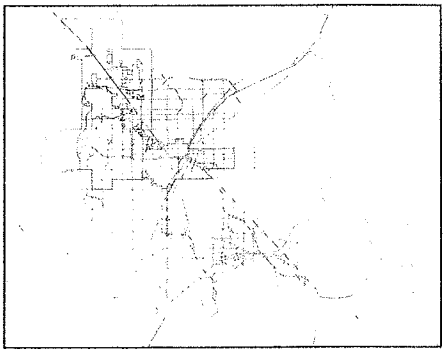
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

1123 CHAPMAN DRIVE
CROSS STREETS - CHARLESTON//MARYLAND

City of Las Vegas Vicinity Map

N

0 220 440 880 Feet



GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System

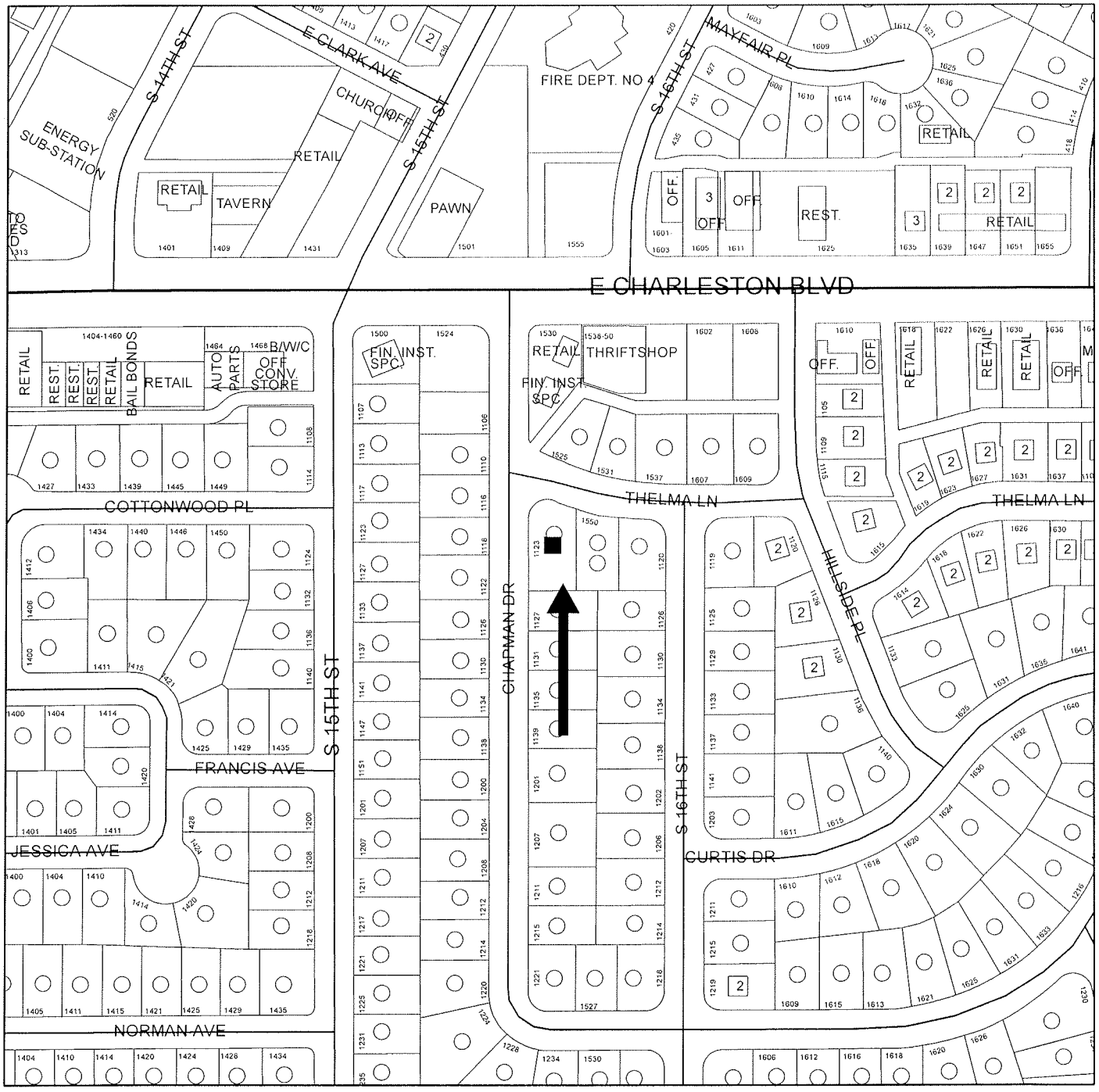
Planning & Development Dept

702-229-6301

PLANNING & DEVELOPMENT

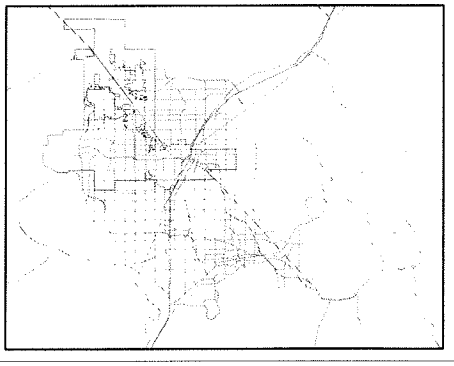
1123 CHAPMAN DRIVE
CROSS STREETS - CHARLESTON//MARYLAND

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



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Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: May 31, 2012

Re: Report of Expenses for the abatement of nuisance located at 1123 Chapman Drive - Ward 3 (Coffin)

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, debris, discarded items, high grass and weeds, and applying herbicide. The abatement was completed by Lunas Construction on January 19, 2012 at a cost of $1,340.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$1,080.00
Remove all trash, debris, and discarded items.	$140.00
Remove all high grass and weeds, and apply herbicide.	$120.00
AMOUNT DUE:	$1,340.00
Administrative Processing Fee:	$201.00
Sub-Total:	$1,541.00
Reinspection Fees (w/late fees):	$1,320.00
TOTAL AMOUNT DUE:	**$2,861.00**
Failed Inspection Civil Penalties	**$150.00**
Daily Civil Penalties – ($500 per day from Notice of Violation until Award of Abatement Contract)	**$19,500.00**
MAXIMUM TOTAL:	**$22,511.00**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O MARY LOU CLEMMONS L P
PROPERTY ABATED:	1123 Chapman Drive
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-02-111-062
LEGAL DESCRIPTION:	CHARLESTON SQUARE TRACT #1
	PLAT BOOK 2 PAGE 66
	LOT 1 BLOCK 3

MWB:ld

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

The principals and partners of *Lunas Construction* and all persons and entities holding more than 1% interest in *Lunas Construction* or any principal of *Lunas Construction* are the following:

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Norberto Madrigal	Same	Same
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.

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JUNE 20, 2012

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, JUNE 20, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, 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 **1123 Chapman Drive – Case No. 106740**. The Director of Building and Safety certifies that the sum of **$2,861.00** was expended and Civil Penalties in the sum of **$19,650.00** may be imposed for a total of **$22,511.00**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O MARY LOU CLEMMONS, L P – Ward 3 (COFFIN)**

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
495 S. MAIN STREET
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 # 106740

1123 CHAPMAN DR - Map # 02526-13 Parcel 16202111062

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
8275 HICKAM AVE
LAS VEGAS, NV 89129-4848

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Open and accessible house with high weeds.: E-mail from Rob Levant Correct address is 1123 Chapman:

Rob,

I had a phone call from Elizabeth Malpass, she is calling in regards to a house at 1124 Chapman Drive. It is at the corner of Chapman Drive & Thelma. According to her no one has lived in the house for 3 years. The wiring has been striped, the plumbing has been removed and the weeds are over 5 feet tall. She said she does not know who owns it; there was a sign on the front door at one time. She would just like someone to do something about it. She can be reached at 388-9419.

Susan Finucan

Executive Assistant to

Councilman Bob Coffin

City of Las Vegas - Ward 3

400 Stewart Avenue, 10th Floor

Las Vegas, Nevada 89101

702.229.4623 Office

702.382.8558 Fax

sfinucan@lasvegasnevada.gov

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: October 12, 2011

Ward: 3

Date Case Resolved: January 23, 2012

Source: CITZ

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

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403

10/12/11 OPEN Entire Property

Secure all structures to City of Las Vegas specifications. Secure Garage and all windows and any other openings.

AN-003: 9.04.010 (4) REFUSE & WASTE

10/12/11 OPEN all yards

remove any trash / debris , windblown litter from property

11/17/11 OPEN Entire Property

Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

10/12/11 OPEN Entire Property

Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

October 12, 2011 **Insp#: 1187910**

33) Found windows open and garage door open, along with weeds all over the entire property, will attempt to contact prior contact, under Clark county Trustee, then will do Notice and Order, call back set for 10/19/11.

October 12, 2011 **CORRECTION NOTICE ISSUED**

October 26, 2011 **PHONE CALL**

33) Spoke with Julia wife of son Michael Clemmons,son to deceased owner, Cell, 702-400-1861, and home 435-624-3292 who stated they will have done by 11/17/11.

November 16, 2011 **NOTICE AND ORDER PROCESSING**

21)no action by owner move forward with n&o- refer file to 33 for posting mailing done-please call Julia Chapman let her know we are moving forward. Notice and Order mailed to Michael Clemmons home address on Hickam.

November 16, 2011 **NOTICE AND ORDER ISSUED**

November 16, 2011 **Insp#: 1187925**

33) Photo's taken, failed inspection, per 19 start N&O. Verified building open and accessible.

November 17, 2011 **Insp#: 1201591**

33) Posted Notice and Order on front door, all windows have been removed, photo's taken, affidavid completed, call back scheduled for 11/28/11.

November 28, 2011 **Insp#: 1201797**

33) No change to the property, half of the gate to the driveway is missing, proceding with abatement, Abatement sheet completed and forwarded to 21.

November 30, 2011 **BID REQUEST BY OFFICER**

21)refer file to office staff JR for bids

November 30, 2011 **BID PREPERATION**

Bid prep

November 30, 2011 **BID REQUEST SENT**

RFQ sent to contractors. Bids due 12-6

November 30, 2011 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 11/16/11

December 06, 2011 **Insp#: 1205032**

33) No change to the property, all windows are missing, still high and dead vegetation, with refuse through out the property, will seek bids to start abatement. Call back set for 12/15/11.

December 13, 2011	**BID RECEIVED**	
	Recorded & Scanned bids received: 1)Lunas=$1340; 2)Weaver=$1680	
December 13, 2011	**ADMINSTRATIVE**	
	Bid approval given to #21.	
December 13, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #33 for posting.	
December 13, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
December 14, 2011	**Insp#: 1208678**	
	33) Photo's taken of the property, no change, still high and dead vegetation along with refuse and building still open and accessible with no windows. Assessed fee's, posted notice on front door, affidavit completed, call back set for 01/03/12.	
January 03, 2012	**RECORDERS RESEARCH**	
	33) No thing new except recording of lein by City for this Notice and Order.	
January 03, 2012	**MERS INFORMATION RESEARCH**	
	33) Nothing located in MERS, Believe house is paid off.	
January 03, 2012	**SEWER INFORMATION RESEARCH**	
	33) Same information in sewer as originally found in Notice and Order.	
January 03, 2012	**TREASURER INFORMATION RESEARCH**	
	33)Taxes not being paid so is in care of treasures office.	
January 03, 2012	**PROCEED WITH ABATEMENT**	
	33) Case forewarded to 19 with photo's to proceed with abatement.	
January 03, 2012	**Insp#: 1212124**	
	33) No change to property will do one more check before forwarding case to19 to start abatement. Photo's taken. Fee's assessed.	
January 05, 2012	**PROCEED WITH ABATEMENT**	
	19) Met with MB approved to proceed and obtain PO	
January 11, 2012	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Lunas. Pending start date.	
January 17, 2012	**PRE-ABATEMENT VIDEO**	
	21)PRE PHOTOS IN F DRIVE- TONYS	
January 17, 2012	**Insp#: 1217543**	
	21) PRE PHOTOS IN F DRIVE- TONYS: ALL WINDOWS HAVE BEEN REMOVED. ONE DOOR REMAINS. HIGH GRASS WEEDS ALL YARDS. REFER FOR CONTRACTOR ABATEMENT	
January 23, 2012	**Insp#: 1222933**	
	21) PROPERTY SECURE BY CONTRACTOR, YARDS CLEAN. PHOTOS IN F DRIVE/ CLOSE	
April 12, 2012	**CITY COUNCIL AGENDA PREP**	
	19) Received for for Council Agenda Prep.	
May 15, 2012	**POST-ABATEMENT VIDEO**	
	21)PHOTOS IN F DRIVE- TONYS	
May 16, 2012	**ADMINSTRATIVE**	
	Recorded & scanned invoice.	

19) 8275 Hickam Av., Las Vegas, NV address for this property on Assessors Information is home of Michael Clemmons, deceased owners son. Notice and Order was mailed to this location. 10 day before Abatement Letter was also sent to this location and Julie Clemmons, wife of Michael signed green card.

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Case #106740 #33

TRUSTEE CLARK COUNTY TREASURER
8275 HICKAM AVE
LAS VEGAS, NV 89129-4848

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7001 1140 0002 8241 5358

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

APN 162-02-111-062

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O MARY LOU CLEMMONS, L P
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**162-02-111-062**
Commonly known as:	**1123 Chapman Drive**
Legal Description:	**CHARLESTON SQUARE TRACT #1**
	PLAT BOOK 2 PAGE 66
	LOT 1 BLOCK 3

On **January 19, 2012**, 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 **$2,861.00** 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 **$19,650.00** 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 **June 20, 2012** ordered the above Actual Cost in the amount of **$2,861.00**, 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 **$19,650.00** be assessed against the property by recording a Lien of Assessment on or after **November 26, 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 #106740

APN 162-02-111-062

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O MARY LOU CLEMMONS, L P
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**162-02-111-062**
Commonly known as:	**1123 Chapman Drive**
Legal Description:	**CHARLESTON SQUARE TRACT #1**
	PLAT BOOK 2 PAGE 66
	LOT 1 BLOCK 3

On **January 19, 2012**, 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 **$19,650.00** 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 **June 20, 2012** ordered the above charges in the amount of **$19,650.00**, 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)
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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 #106740

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,853.50 in out of pocket costs, $1,450 in failed inspection civil penalties and $38,050 in daily civil penalties for a total of $42,353.50 recorded against the property located at 231 North 11th Street. PROPERTY OWNER: MYTHIC MANAGEMENT LLC - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from Richard McKnight, Esquire, attorney representing owner, Mythic Management, LLC, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on June 1, 2011. There was one abatement action conducted on this property March 7, 2011. The lien was recorded at Clark County Recorder's Office on June 9, 2011 for $2,853.50 in out of pocket costs, $1,450 in failed inspection civil penalties, and $38,050 in daily civil penalties for a total of $42,353.50. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 22, 2012 from Richard McKnight, Esquire, attorney representing owner, Mythic Management, LLC, requesting the fees and civil penalties be waived.

RECOMMENDATION:
That the City Council deny the request for a waiver and/or reduction of fees.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Staff Report
6. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 20, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $2,853.50 in out of pocket costs, $1,450 in failed inspection civil penalties and $38,050 in daily civil penalties for a total of $42,353.50 recorded against the property located at 231 North 11th Street.
PROPERTY OWNER: MYTHIC MANAGEMENT LLC – Ward 5 (Barlow)

Today's hearing is a request from Richard McKnight, Esquire, attorney representing owner, Mythic Management, LLC, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on June 1, 2011. There was one abatement action conducted on this property March 7, 2011. The lien was recorded at Clark County Recorder's Office on June 9, 2011 for $2,853.50 in out of pocket costs, $1,450 in failed inspection civil penalties, and $38,050 in daily civil penalties for a total of $42,353.50. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 22, 2012 from Richard McKnight, Esquire, attorney representing owner, Mythic Management, LLC, requesting the fees and civil penalties be waived. To date, no payments have been made.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse, Manager
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4868 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 3/22/ 2012

Location and/or address of subject property:

Nearest major intersection: Stewart and 11 th

Street Address: 231 N. 11th Street

Parcel Number: 139-35-211-051

Applicant's Address/Contact Information:
Name: Richard McKnight, Esq.
(please check the following the applies)
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)*
Street Address/PO Box: 330 S. Third Street #900
City: Las Vegas **State:** NV **Zip Code:** 89101
Phone No: 702-388-7185 **E-mail:** rmcknight@lawlasvega **Fax No:** 702-388-4393
rmcknight@lawlasvegas.com

Property Owner's Address/Contact Information: (if different from applicant):
Name: Mythic Management, LLC
Street Address/PO Box: 10120 S. Eastern Ave., Suite 218
City: Henderson **State:** NV **Zip Code:** 89052
Phone No: (702) 416-4223 **E-mail:** paolo_lv@yahoo.com **Fax No:**

Amount of City of Las Vegas Lien on the Property: $ 42,480.91

Amount requested to be considered for waiving and/or reduced? $ 40,595.00

Signature of Applicant: _____ **Date:** 3/22/2012

Signature of Owner: _____ **Date:** 3/22/2012

For Office Use Only:
Council Ward: 3 ; **Case/File Number:** 96574 ; **Council Action date of Lien:** 6/1/11

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

Deed to Mythic Management, LLC (Mr. Cammarata's company) was not transferred and recorded until March 9, 2012. The property was in the name of 11th Street Holdings, Inc. (a revoked Nevada corporation which Mr. Cammarata was not an owner of)prior to that and notices were going to 11th Street Holdings and not being forwarded to Mr. Cammarata.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Property is empty. Mythic continues to clean and maintain the property and us measures to insure that homeless do not use the property as shelter.

See attached phots.

Mythic has hired a maintenance person who lives in the area to ensure against vagrants occupyin the building.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

Property is under contract for sale.

231 NORTH 11TH STREET
CROSS STREETS - MARYLAND//STEWART

City of Las Vegas Vicinity Map

N

0 220 440 880 Feet

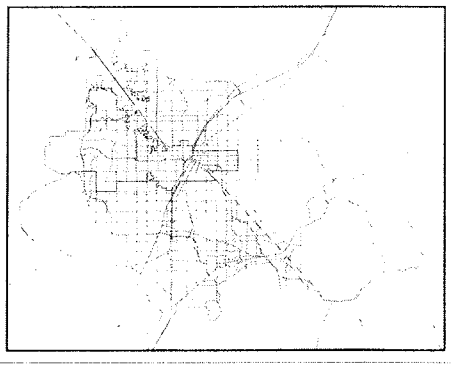
GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System

Planning & Development Dept

702-229-6301

PLANNING & DEVELOPMENT

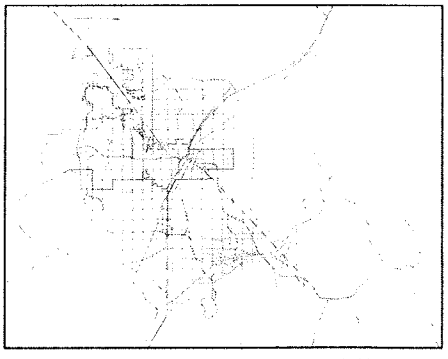


231 N 11TH STREET
CROSS STREETS - MARYLAND//STEWART

City of Las Vegas Vicinity Map

N

0 125 250 500 Feet



GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System

Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Consideration of Waiving Fees and/or Penalties
Information Sheet

Ward-5 Barlow

Address: 231 N. 11th St. **Description: C-2 Hotel MFD/Vacant**

Main Cross Streets:Stewart & 11th St.

Requested By: Richard McNight Esq.

Foreclosure: Yes

Current Ownership: Mythic Management LLC **Since: 4/2012**

Ownership at time of Abatement: 11th Street Holdings

c/o Cherry Development

Registration Status:
Meets Registration Req. Yes___ No_X_
Registered: Yes___ No___
Lender Notified: Yes___ No__

Case Opened: 12/3/2010

Notice & Order Issued: 12/9/2010 **Certified Mail** Owner

Case Closed: 3/17/2011 **Signed By:** Agent

Abatement Completed: 2/25/2010 Returned X

Abatement of: Removal of all travel trailers from site and securing by boarding of permenant buildings with open doors and windows.

# of Completed Inspections: Total 6) ; Failed (5); (1) Passed

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT COST	$1,850.00	$0.00	$1,850.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatement Contract Price)	$277.50	$0.00	$277.50
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$660.00	$0.00	$660.00
LATE FEES (10% of Inspection Fees):	$66.00	$0.00	$66.00
TOTAL OUT-OF-POCKET COSTS:	$2,853.50	$0.00	**$2,853.50**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 lst Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$1,450.00	$0.00	$1,450.00
DAILY CIVIL PENALTIES ($500 Per Day From Notice of Violation until Award of Abatement Contract)	$38,050.00	$0.00	$38,050.00
TOTAL LATE FEES & CIVIL PENALTIES	$39,500.00	$0.00	**$39,500.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$42,353.50**

Approved by City Council on: 6/1/2011

Property Value Per Zillow.com: NA **As of: 5/21/2012**

Clark County Assessors Sales Information: $123,837.00 **Sale Date: 3/9/2012**

STAFF RECOMMENDATION: CITY COUNCIL DENY THE WAIVER REQUEST

NOTE: If City Council is desirous of granting a 90% reduction of Civil Penalties, the following amounts would be applicable:

100% of Out-of Pocket Expenses	$2,853.50
10% of Civil Penalties	$3,950.00
Total	**$6,803.50**

Request all costs be paid within 30 days or original amount remains due.

Consideration of Waiving Fees and/or Penalties
Code Enforcement Staff Report

Case # 96574
231 N. 11th St.
Las Vegas, Nevada 89101 (Ward 5)

Requestor: Richard McKnight, ESQ

Property Currently Owned by: Mythic Management LLC

Property Owner Time at Case: 11th Street Holdings Inc. c/o Cherry Development

Request:

The applicant, Richard McKnight, ESQ has requested a waiver and/or reduction of fees that have been assessed for failed inspection fees, abatement costs and penalties for 231 N 11th Street
The current property owner is Mythic Management, LLC. Mythic Management, LLC purchased the property 4-12-12 and is requesting to discuss the waiver of the fees and penalties outstanding on this property. **(Attachment A)**

Background Information:

This case originated on December 6, 2010 from a Metro complaint about a C-2 commercially zoned property consisting of travel trailers and a main building being open and assessable with graffiti.

On December 6, 2010, the Code Enforcement Officer verified that the travel trailers and building were open and assessable with graffiti on the property. The officer mailed a correction notice to the owner of record as listed with Clark County Assessor at the time to 11th Street Holdings, Inc 1351 W Warm Springs Rd Henderson, NV 89014 and mailed a copy of the correction notice to the sewer address 900 Las Vegas Blvd Suite #130 LV, NV 89101-6891. Research also determined property was in default so correction notice was mailed to TD Service Company 1820 E First St Suite 210 PO Box 11988 Santa Ana, CA 92711-1988 and East West Bank 135 N Los Robles Ave Pasadena, CA 91101.

Code Enforcement did not receive a response to the correction notice **(Attachment B)** from any of the notified parties. A Notice and Order was issued on January 24, 2011, all parties were sent a copy **(Attachment C)**. As a result of no response from the property owner, Code Enforcement proceeded with contractor abatement on February 25, 2011. A total of six inspections were conducted until the case was closed March 17, 2011. Pictures of all failed inspections completed are attached. **(Attachment D).**

Conclusion:

Code Enforcement did not receive any communication from the owner 11th Street Holdings Inc or TD Service Company. The notice and order sent certified mail was unclaimed 1-11-11 and the 10 day before abatement Notice and Order was accepted 1-24-11 by. Since owner took no responsibility in abating the violations, Code Enforcement proceeded with contractor abatement. On June 9, 2011 City Council approved $2853.50 of out of pocket costs and $1450.00 in Failed Civil Penalties and $ $38050.00 in Daily Civil Penalties. Total owed on the approved lien for case is $42,353.50. As of May 21, 2012, no payments have been received. Property was checked May 3, 2012 to take current photos and officer saw open units, graffiti and dead vegetation on the property as depicted in current status photos (**Attachment E**).

Fee & Penalty Information:

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT COST	$1,850.00	$0.00	$1,850.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatement Contract Price)	$277.50	$0.00	$277.50
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$660.00	$0.00	$660.00
LATE FEES (10% of Inspection Fees):	$66.00	$0.00	$66.00
TOTAL OUT-OF-POCKET COSTS:	$2,853.50	$0.00	**$2,853.50**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 lst Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$1,450.00	$0.00	$1,450.00
DAILY CIVIL PENALTIES ($500 Per Day From Notice of Violation until Award of Abatement Contract)	$38,050.00	$0.00	$38,050.00
TOTAL LATE FEES & CIVIL PENALTIES	$39,500.00	$0.00	**$39,500.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$42,353.50**

Approved by City Council on: 6/1/2011

Staff Recommendation:

Staff recommends denial of waiver request.

Attachments:

A. Waiver Request
B. Correction Notice
C. Notice and Order
D. Inspection Pictures
E. City Council Pictures
F. Current Status Pictures

Attachment A

Waiver Request

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse, Manager
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 3/22/ 2012

Location and/or address of subject property:

Nearest major intersection: Stewart and 11 th

Street Address: 231 N. 11th Street

Parcel Number: 139-35-211-051

Applicant's Address/Contact Information:
Name: Richard McKnight, Esq.
(please check the following the applies)
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)*
Street Address/PO Box: 330 S. Third Street #900
City: Las Vegas **State:** NV **Zip Code:** 89101
Phone No: 702-388-7185 **E-mail:** rmcknight@lawlasvega **Fax No:** 702-388-4393
rmcknight@lawlasvegas.com

Property Owner's Address/Contact Information: (if different from applicant):
Name: Mythic Management, LLC
Street Address/PO Box: 10120 S. Eastern Ave., Suite 218
City: Henderson **State:** NV **Zip Code:** 89052
Phone No: (702) 416-4223 **E-mail:** paolo_lv@yahoo.com **Fax No:**

Amount of City of Las Vegas Lien on the Property: $ 42,480.91

Amount requested to be considered for waiving and/or reduced? $ 40,595.00

Signature of Applicant: _____ Date: 3/22/2012

Signature of Owner: _____ Date: 3/22/2012

For Office Use Only:
Council Ward: 3 ; Case/File Number: 96574 ; Council Action date of Lien: 6/1/11

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

Deed to Mythic Management, LLC (Mr. Cammarata's company) was not transferred and recorded until March 9, 2012. The property was in the name of 11th Street Holdings, Inc. (a revoked Nevada corporation which Mr. Cammarata was not an owner of)prior to that and notices were going to 11th Street Holdings and not being forwarded to Mr. Cammarata.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Property is empty. Mythic continues to clean and maintain the property and us measures to insure that homeless do not use the property as shelter.

See attached phots.

Mythic has hired a maintenance person who lives in the area to ensure against vagrants occupyin the building.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

Property is under contract for sale.

Attachment B

Correction Notices

City of Las Vegas
Department of Building and Safety
Neighborhood Response - Code Enforcement
333 N. Rancho Dr.- 2nd Floor -
Las Vegas, Nevada 89106

FINAL CORRECTION NOTICE

Case # 96574 **Location: 231 N 11TH ST**

LVMC 9.04.010 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LVMC 9.04.010 "Responsible party" means any tenant occupant, lessor, lessee, manager, licensee or other person having control over a structure or parcel of land in the City.

I have this day inspected this property and have found the following violation(s) of the City of Las Vegas Municipal Code(s):

16.08.010 UDB SEC 403

LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any buildings declared a dangerous building under this code shall be make to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

Location	Comments
ALL OPEN ACCESSIBLE UNITS	*Secure all structures to City of Las Vegas specifications.*

19.04.010(7) JUNK VEH/ PARTS

LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.04.010 (7) RESIDENTIAL VEHICLE- JUNK VEHICLE

LVMC 19.04.010 LAND USE TABLES

The use of buildings, structures and land shall be permitted only in accordance with the following Land Use Tables, and subject to all other applicable requirements of this Title.

Vehicle Parking,Storage or Repair in Residential Zoning Districts

Description:The parking, storage or repair of vehicles as an accessory use in residential zoning districts Vehicle Parking, Storage or Repair in Residential Zoning Districts

Conditional Use Regulations:

7. There shall be no storage of junked vehicles, or parts thereof, in any residential district. Only serviceable parts for owned vehicles may be stored on the premises. Such storage shall not be permitted in the front or side yards but shall be permitted in the rear yard only if such storage is either fully enclosed by a 6 foot-high fence to adequately screen the parts from view, or in a fully enclosed building; provided, however, that if the abutting property is undeveloped, the fence or enclosed building shall not be required until the adjacent property is developed. No more than 200 square feet of space shall be used for the storage of serviceable parts.

LVMC 19.20 Definitions

"Vehicle, Junked" means any vehicle which is wrecked, partially wrecked, dismantled or partially dismantled.

Location	Comments
TRAVEL TRAILERS	*REMOVE ALL TRAVEL TRAILERS FROM THIS SITE- CURRENTLY OPEN / ACCESSIBLE , DISMANTLED.*

9.12.030 STORED MATERIALS

LVMC 9.12.030 Compost piles, firewood and stored materials.
(A) Nothing in this Chapter shall be so construed as to prevent persons from creating and maintaining a compost pile as permitted by Health Department regulations, to accumulate and store firewood if there is a fireplace on the premises, to store serviceable vehicular parts for owned vehicles and to store useable materials for use on the property, provided such parts and materials are not stored in quantities or locations prohibited by any other provision of this Code. All such compost, firewood and stored materials shall not:
(1) Be visible from the street;
(2) Constitute a public nuisance or nuisance to neighbors;
(3) Create a health or fire hazard; or
(4) Be stored in the front or side yards.
(B) Storage in the back yard shall be permitted if the yard is enclosed by a six-foot high opaque fence; however, if the abutting property is undeveloped, the opaque fencing shall not be required until the adjacent property is developed.

Location	Comments
TRAVEL TRAILERS	*remove all stored travel trailers from this site- they have now become open / accessible creating a nuisance*

Property must be in compliance with the LVMC before the re-inspection date of **February 14, 2011**.
If after this date, the property is not brought into compliance, criminal and civil prosecution may be sought concurrently in accordance with L.V.M.C. 9.04.030. The penalty for such criminal violation(s), upon conviction, is a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six (6) months, or any combination of such fine and imprisonment. Furthermore, each day that a violation continues to exist constitutes a separate offense.

Any repeat violation within next 12 months will be subject to immediate fee of $120.

Fees and Civil Penalties assessed today: **$1,180.00**

Total Fees and Civil Penalties assessed to date: **$2,122.00**

If you have any questions, please call officer at **(702)229-5031**

32, HAGEMAN	2/8/11	2/14/2011
Officer	Date	Reinspection Date

☐ This case is a result of a Code Enforcement Sweep.

Additional Comments: N/A

City of Las Vegas
Neighborhood Services Department
Neighborhood Response - Code Enforcement
416 N. 7th Street - Las Vegas, Nevada 89101
1st CORRECTION NOTICE

Case # 96574 **Location: 231 N 11TH ST**

LVMC 9.04.010 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LVMC 9.04.010 "Responsible party" means any tenant occupant, lessor, lessee, manager, licensee or other person having control over a structure or parcel of land in the City.

I have this day inspected this property and have found the following violation(s) of the City of Las Vegas Municipal Code(s):

16.08.010 UDB SEC 403

LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any buildings declared a dangerous building under this code shall be make to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

Location	Comments
all units and mobile home	*Secure all structures to City of Las Vegas specifications.*

9.04.010 (7)(C) GRAFFITI

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

Location	Comments
mobile homes	*Remove all graffiti from property and maintain free of graffiti at all times.*

Property must be in compliance with the LVMC before the re-inspection date of **December 20, 2010**.
If after this date, the property is not brought into compliance, criminal and civil prosecution may be sought concurrently in accordance with L.V.M.C. 9.04.030. The penalty for such criminal violation(s), upon conviction, is a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six (6) months, or any combination of such fine and imprisonment. Furthermore, each day that a violation continues to exist constitutes a separate offense.

Any repeat violation within next 12 months will be subject to immediate fee of $120.

Fees and Civil Penalties assessed today: **$0.00**

Total Fees and Civil Penalties assessed to date: **$0.00**

If you have any questions, please call officer at **(702)229-5031**

32, HAGEMAN	**12/6/10**	**12/20/2010**
Officer	Date	Reinspection Date

☐ This case is a result of a Code Enforcement Sweep.

Additional Comments: N/A

Attachment C

Notice and Order

(3)

Inst #: 201012220002622
Fees: $16.00
N/C Fee: $0.00
12/22/2010 12:08:46 PM
Receipt #: 620968
Requestor:
LAS VEGAS CITY
Recorded By: MSH Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-35-211-051

Date: December 09, 2010
Case # 96574

Certified/Regular Mail
Return Receipt Requested

11TH STREET HOLDINGS INC
1351 W WARM SPRINGS RD
HENDERSON, NV 89014-8811

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 231 N 11TH ST. , Las Vegas. NV. Parcel #(s) 139-35-211-051, **that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances.**

The following violations have been verified:

16.08.010 UDB SEC 403

Case #	Violation Location	Violation Comments
96574	ALL OPEN ACCESSIBLE UNITS	Secure all structures to City of Las Vegas specifications.

19.04.010(7) JUNK VEH/ PARTS

Case #	Violation Location	Violation Comments
96574	TRAVEL TRAILERS	REMOVE ALL TRAVEL TRAILERS FROM THIS SITE- CURRENTLY OPEN / ACCESSIBLE , DISMANTLED.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

9.04.010 (7)(C) GRAFFITI

Case #	Violation Location	Violation Comments
96574	ENTIRE PROPERTY	Remove all graffiti from property,travel trailers and maintain free of graffiti at all times.

9.12.030 STORED MATERIALS

Case #	Violation Location	Violation Comments
96574	TRAVEL TRAILERS	remove all stored travel trailers from this site- they have now become open / accessible creating a nuisance

Post: No Trespassing (per NRS 207.200), No Dumping (per NRS 444.630), No Vehicles (per LVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 32 at (702)229-5031 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas General Conditions of Abatement

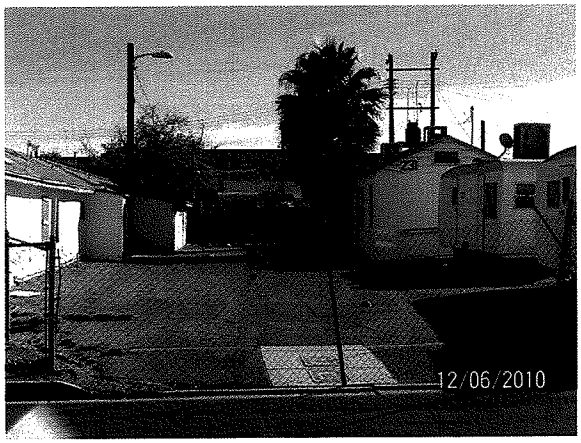
Attachment D

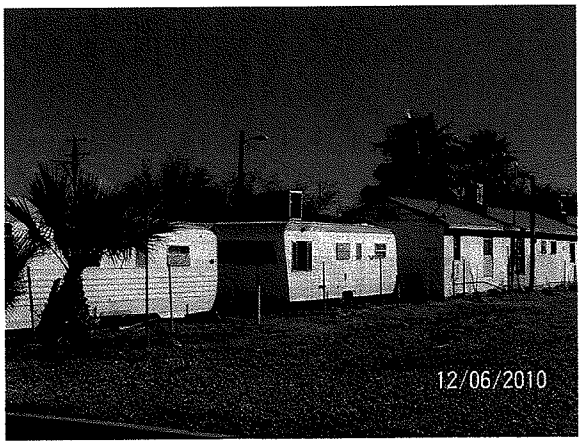
Inspection Pictures

231 N 11th St

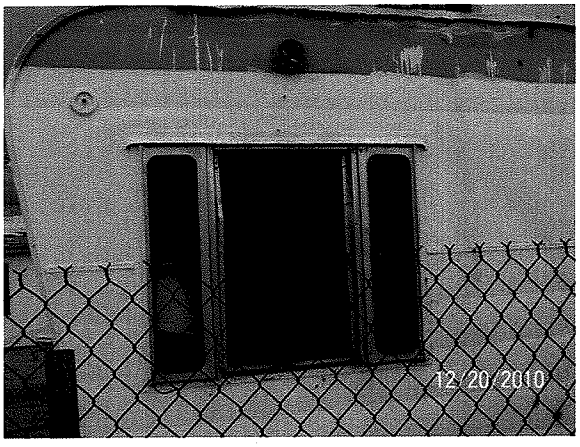
Inspection Pictures

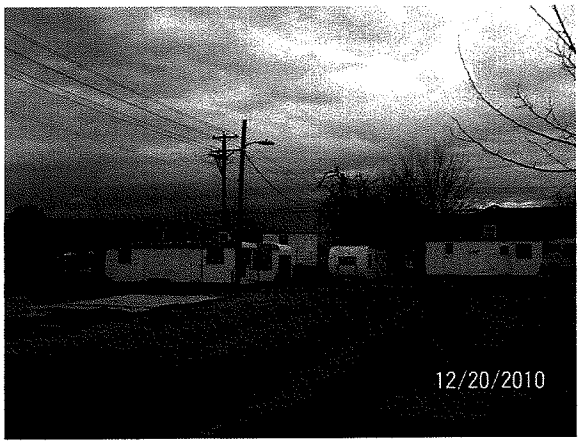
Inspection Date: 12-6-2010

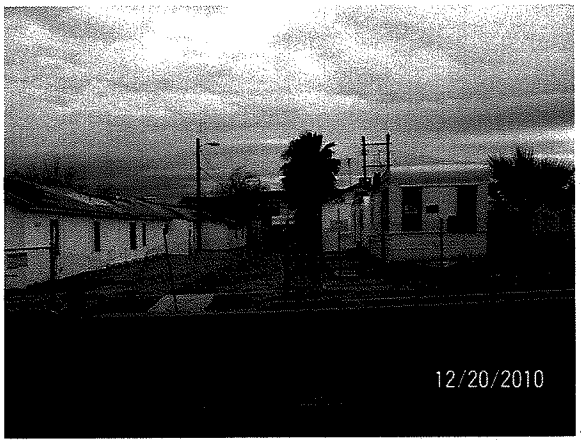


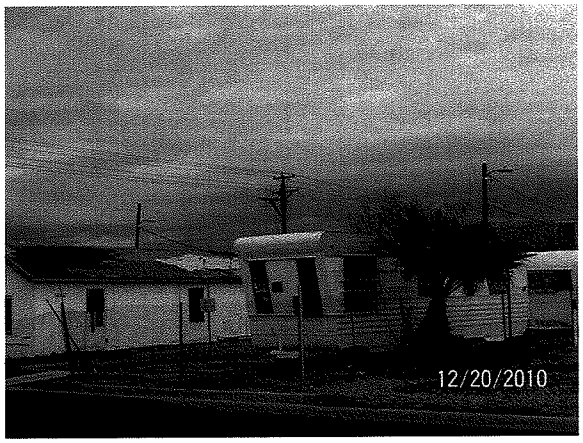


231 N 11th Street
Inspection Pictures
Inspection Date: 12-20-2010

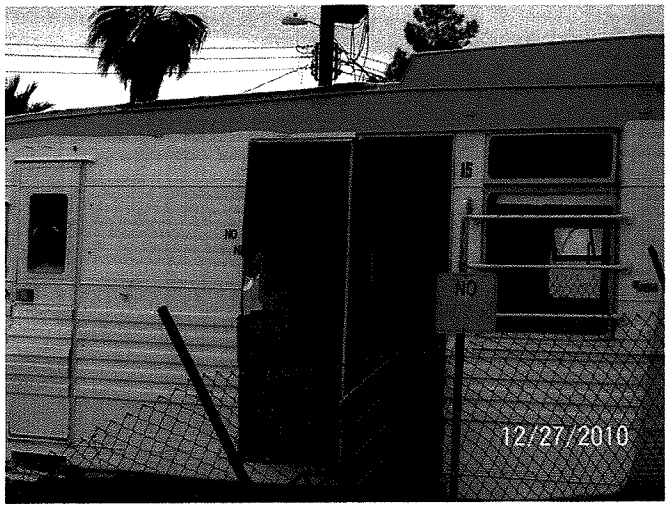


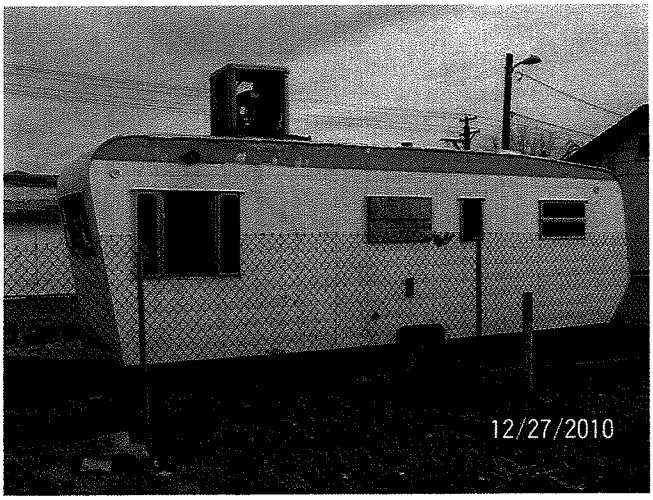


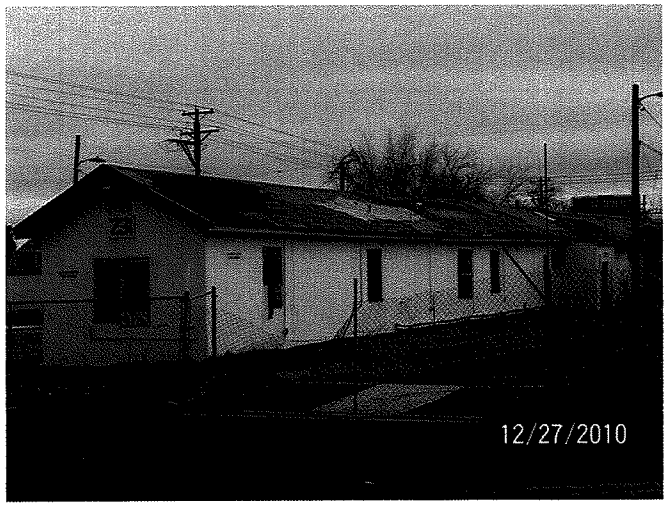


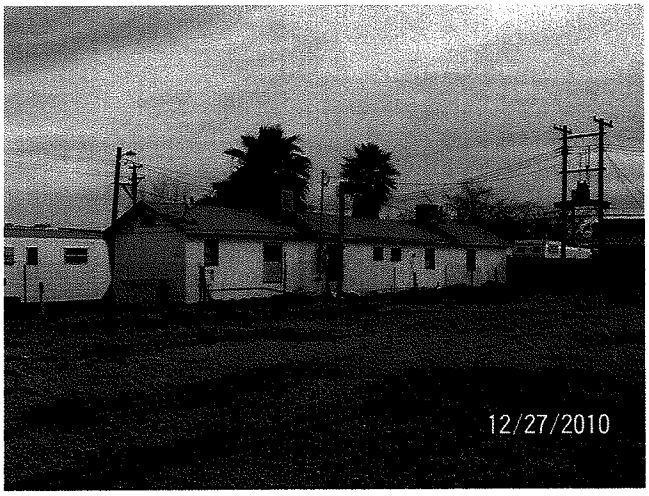


231 N 11th Street
Inspection Pictures
Inspection Date: 12-27-2010

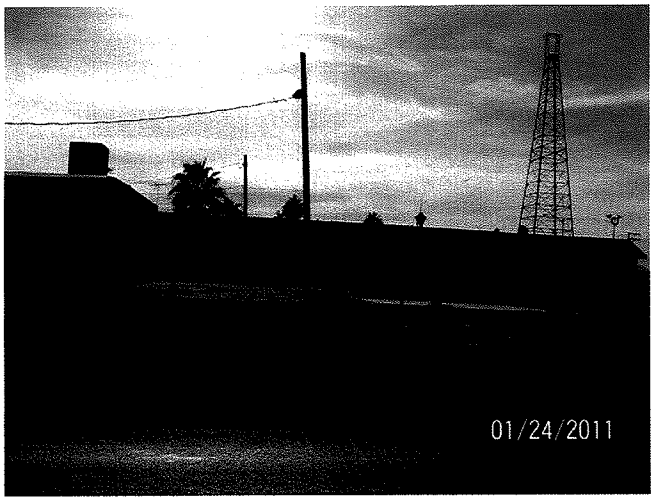


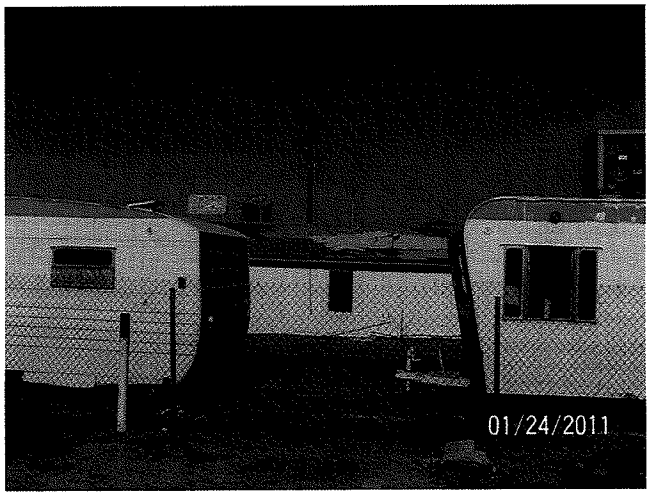




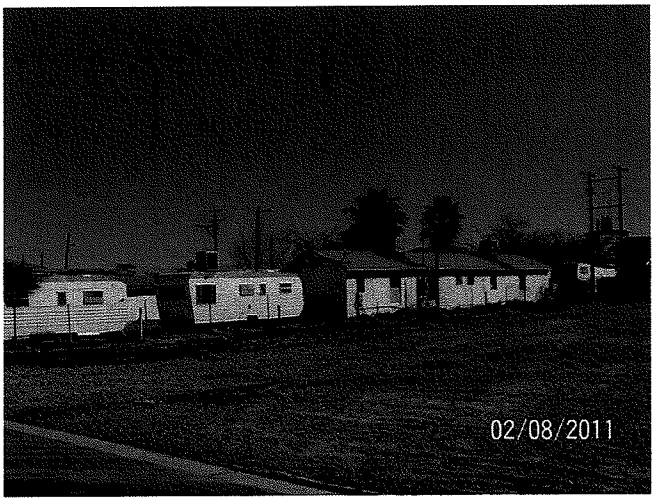


231 N 11th Street
Inspection Pictures
Inspection Date: 1-24-2011





231 N 11th Street
Inspection Pictures
Inspection Date: 2-8-2011



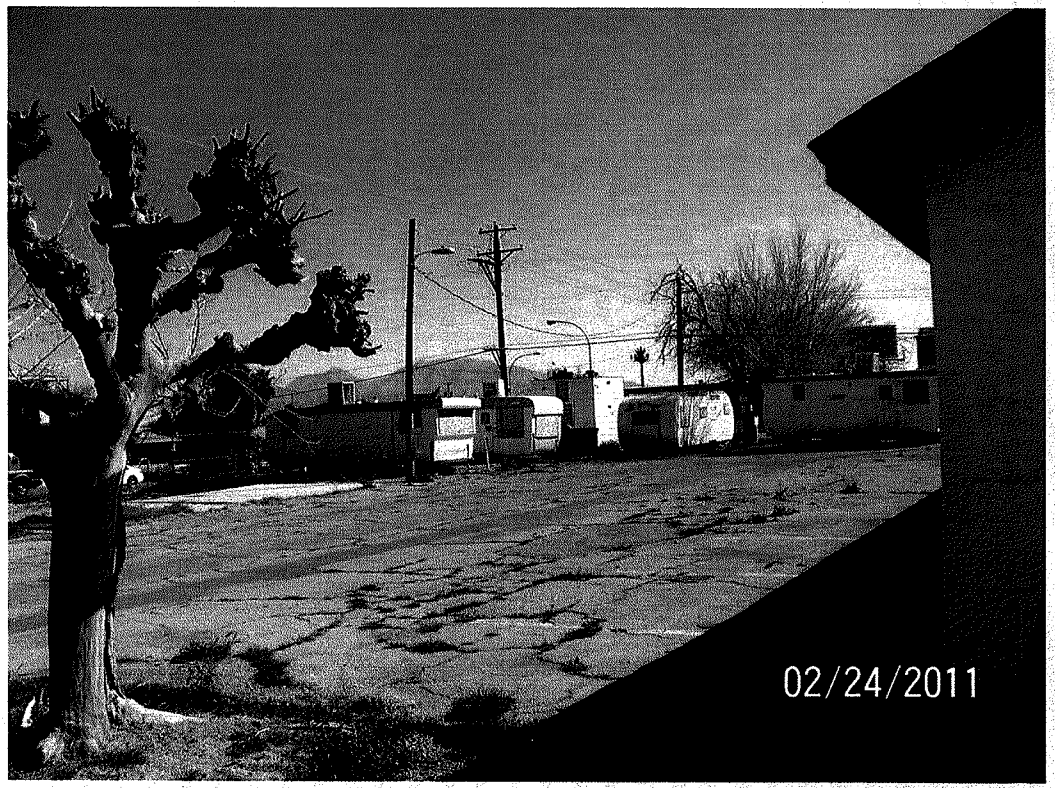
Attachment E

City Council Pictures

231 N. 11TH ST. PRE-ABATEMENT

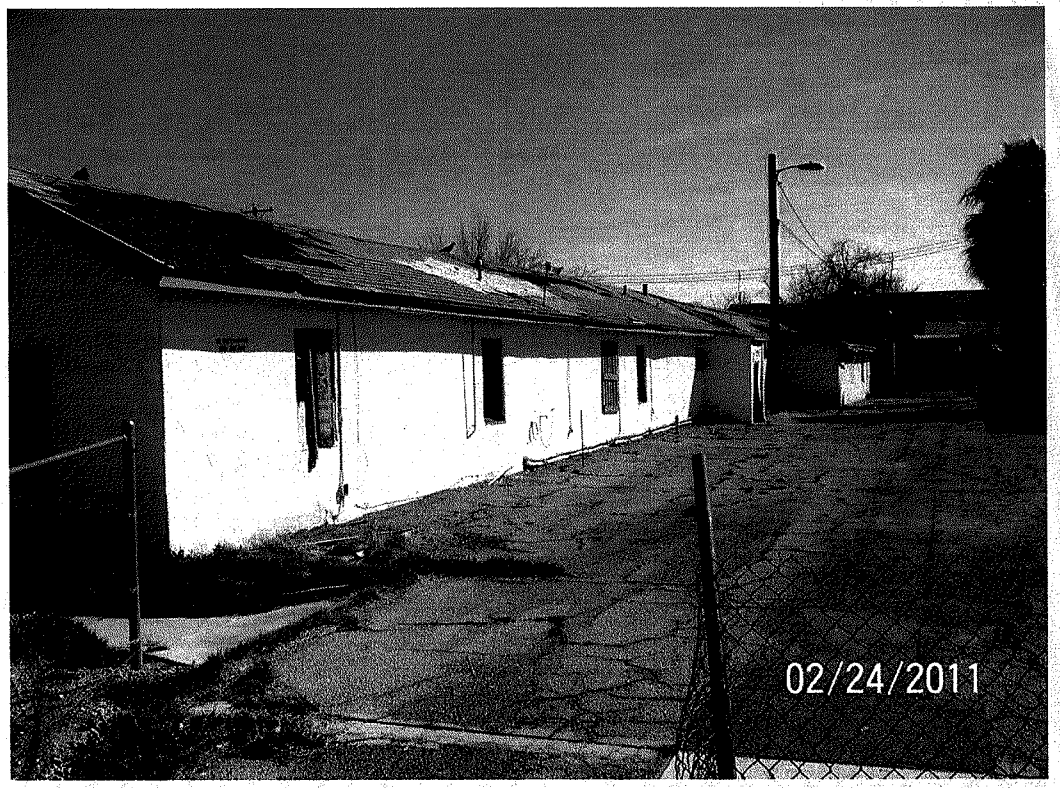
231 N. 11TH ST. PRE-ABATEMENT

231 N. 11TH ST. PRE-ABATEMENT

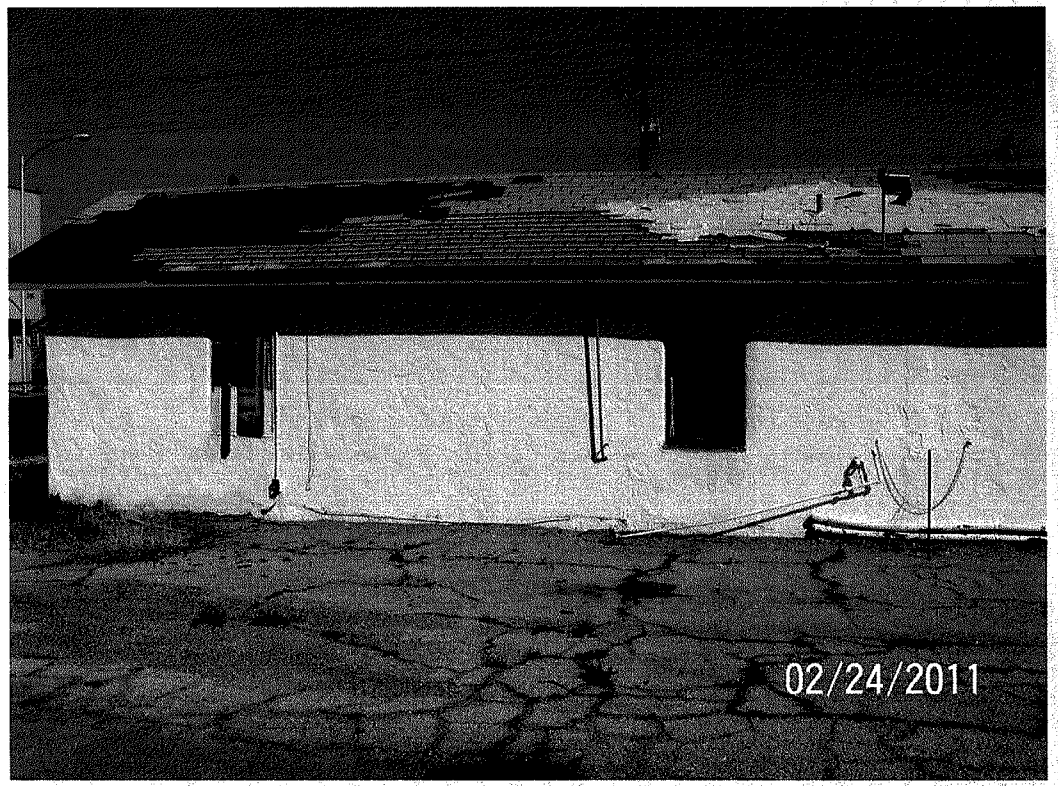


231 N. 11TH ST. PRE-ABATEMENT

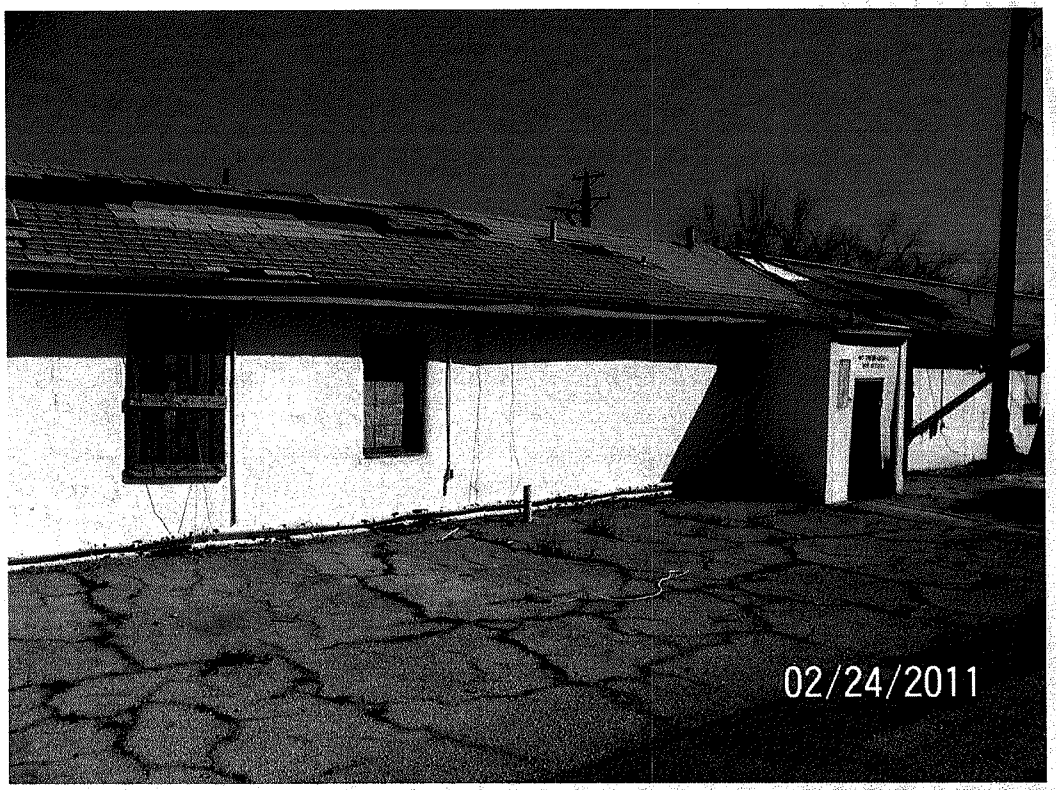
231 N. 11TH ST. PRE-ABATEMENT



231 N. 11TH ST. PRE-ABATEMENT



231 N. 11TH ST. PRE-ABATEMENT



231 N. 11TH ST. PRE-ABATEMENT

231 N. 11TH ST. POST-ABATEMENT

231 N. 11TH ST. POST-ABATEMENT

231 N. 11TH ST. POST-ABATEMENT

231 N. 11TH ST. POST-ABATEMENT

231 N. 11TH ST. POST-ABATEMENT

231 N. 11TH ST. POST-ABATEMENT

231 N. 11TH ST. POST-ABATEMENT

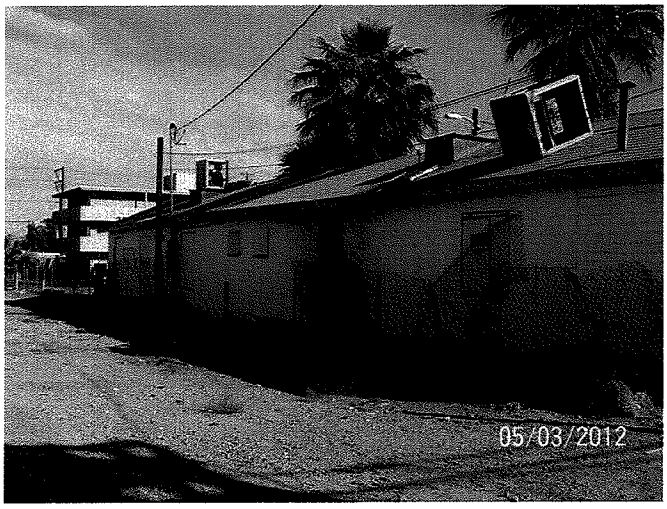
Attachment F

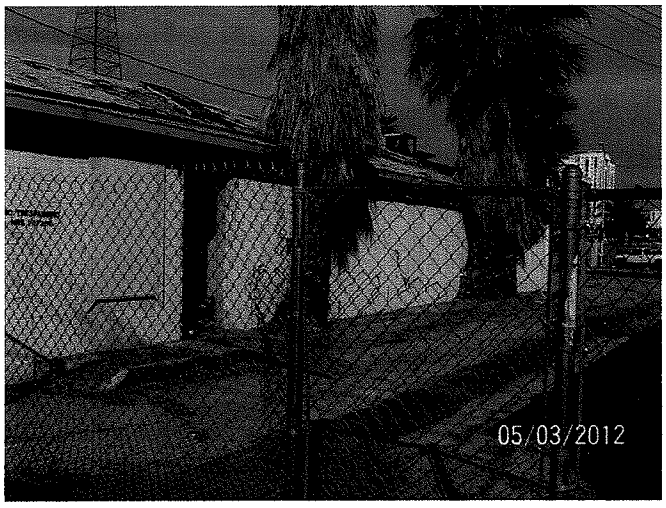
Current Status Pictures

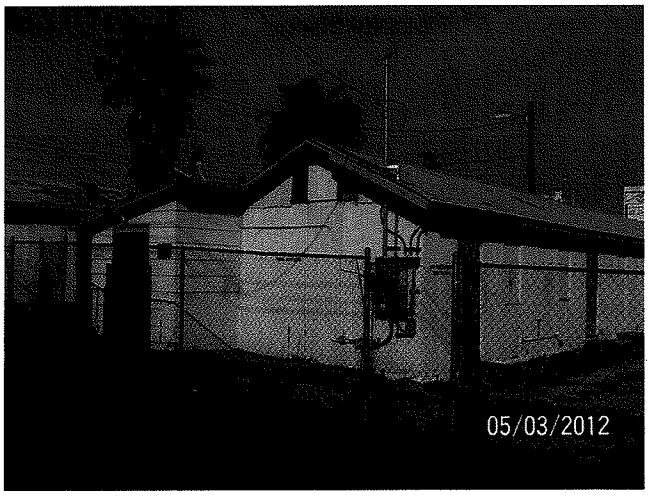
231 N 11th Street

Inspection Pictures

Inspection Date: 5/3/12







LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JUNE 20, 2012

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, JUNE 20, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, Las Vegas, Nevada, the City Council will consider the waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **231 North 11th Street – Case No. 96574.** The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$42,353.50** were imposed. Owner of record: **MYTHIC MANAGEMENT LLC – WARD 5 (BARLOW)**

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
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-45197 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: URBAN LOFTS XIV, LTD - For possible action on a request for an Extension of Time of a previously approved Variance (VAR-11723) TO ALLOW 11,627 SQUARE FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

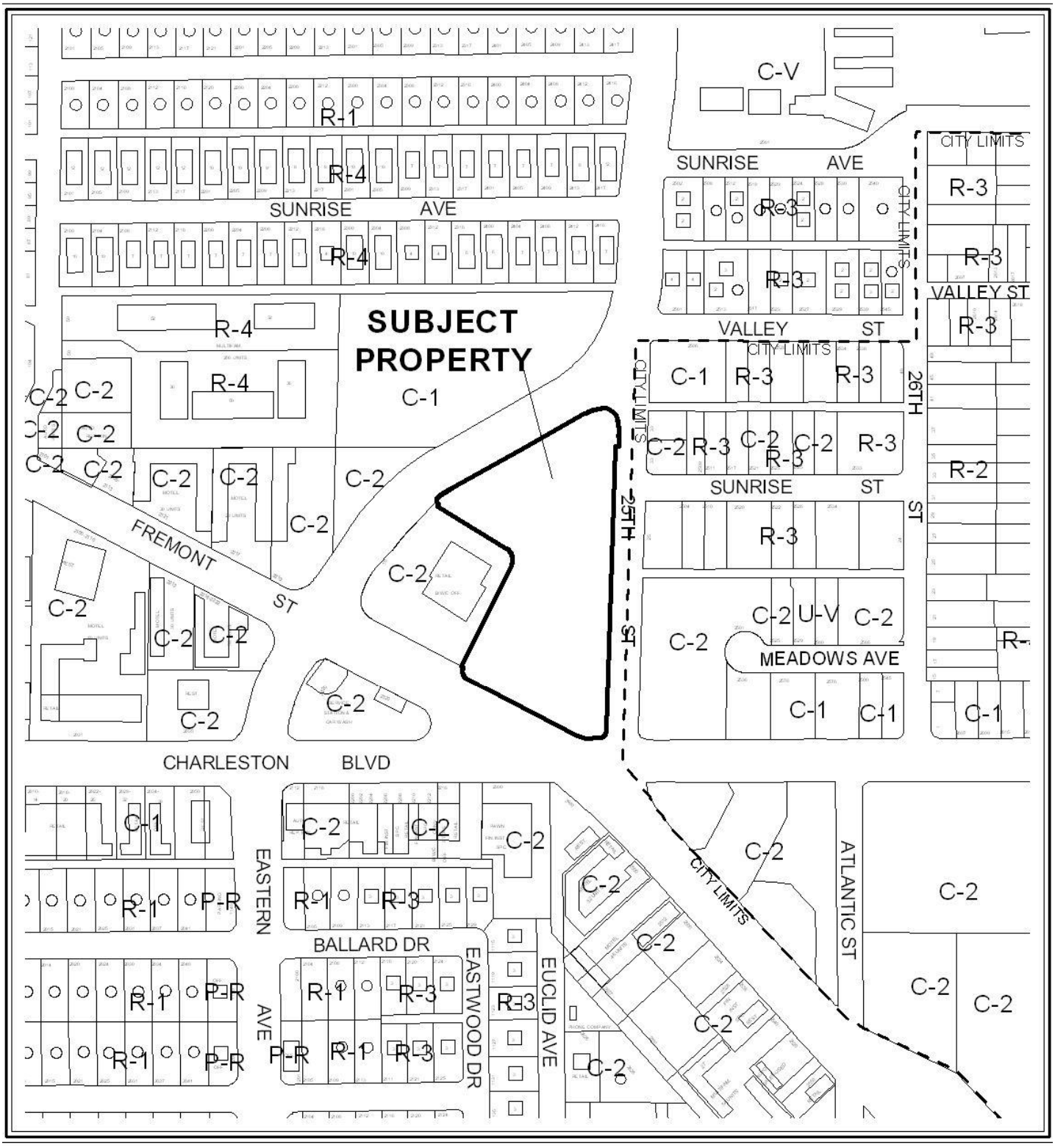
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - EOT-45197 and EOT-45198
2. Conditions and Staff Report - EOT-45197 and EOT-45198
3. Supporting Documentation
4. City Council Approval Letter for VAR-11723
5. City Council Approval Letter for EOT-48018
6. Justification Letter



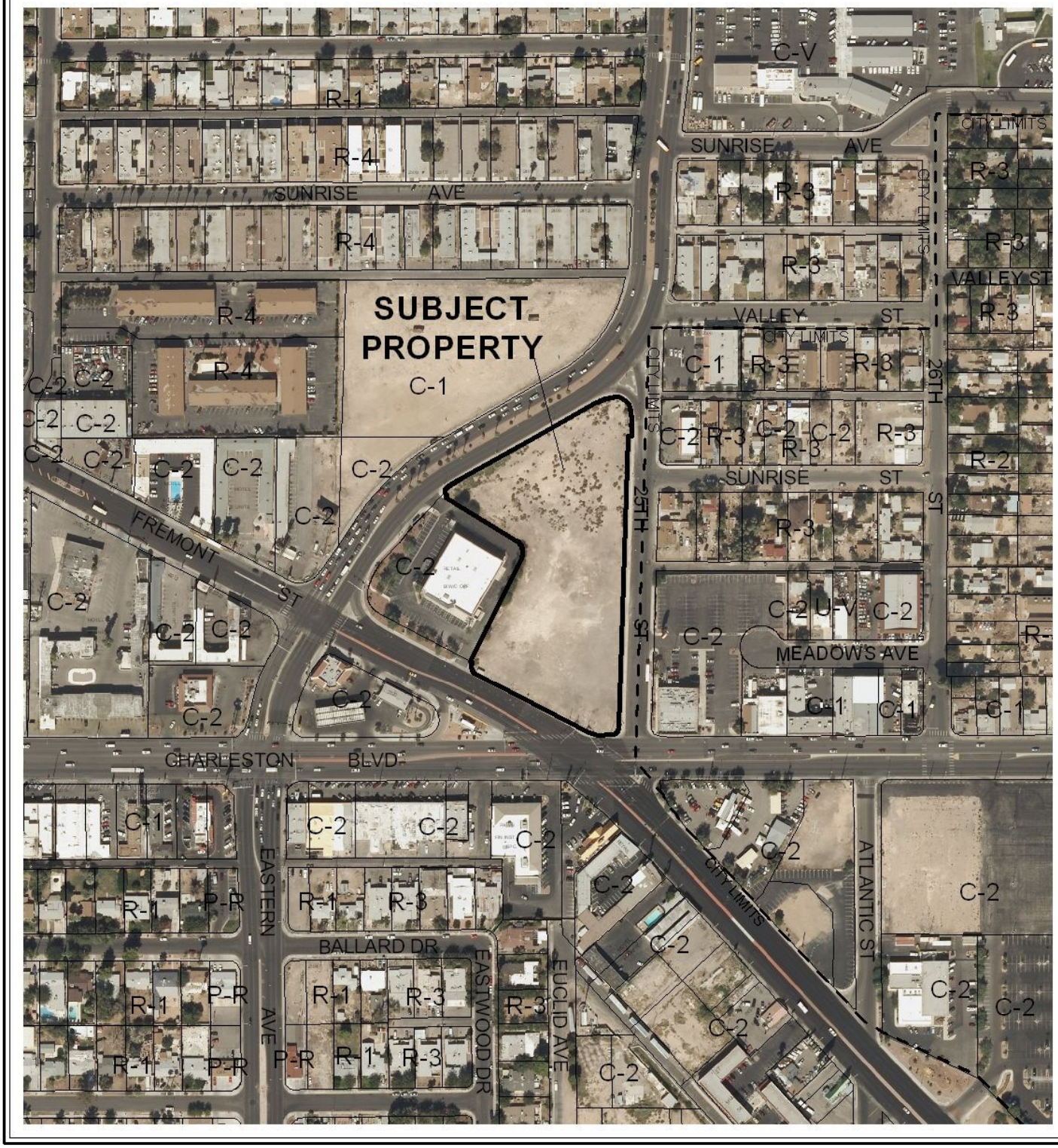
0 200 400 Feet

CASE: EOT-45197 AND EOT-45198

ZONING OF SUBJECT PROPERTY:

R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT- 13 UNITS PER ACRE)

N



CASE: EOT-45197 AND EOT-45198

ZONING OF SUBJECT PROPERTY:

R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT- 13 UNITS PER ACRE)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 20, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: URBAN LOFTS XIV, LTD

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-45197 **EOT-45198**	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-45197 CONDITIONS

Planning

1. This Variance (VAR-11723) shall expire on April 19, 2014 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11723) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-45198 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-11728) shall expire on April 19, 2014 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-11728) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a proposed 79-lot single family development (SDR-11728) and a Variance (VAR-11723) that allowed 11,627 square feet of open space where 61,079 square feet is the minimum required at the northwest corner of 25th Street and Charleston Boulevard. No plans have been submitted for review nor has any building permits been issued for the proposed development, though tentative and final maps were submitted and approved. There have been new entitlements approved for properties in the surrounding areas that include a retail establishment with beer/wine/cooler off-sale to the west, shopping center to the west/northwest, and a commercial development to the southwest.

Though new entitlements have been approved in the surrounding area, staff finds that the proposed project will not negatively affect those properties; therefore, is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/19/06	The City Council approved a request for Rezoning (ZON-11718) from C-2 (General Commercial) to R-PD13 (Residential Planned Development-13 Units per Acre) on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Waiver of Title 18.12.100 (WVR-12176) to allow 30-foot private streets where 37 feet is the minimum width required.
	The City council approved a related request for a Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required.
	The City Council approved a related request for a Site Development Plan Review (SDR-11728) for a proposed 85-lot single family development.
05/17/06	The City Council approved a request to change the Future Land Use Designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan Area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/02/06	The Planning Commission approved a request for a Tentative Map (TMP-16653) for a proposed 79-lot single family development on 6.07 acres adjacent to the northwest corner of 25th Street and Charleston Boulevard. Staff recommended approval.
07/24/07	The Department of Planning and Department of Public Works approved a request for a Final Map Technical Review (FMP-22974) for 'Eastern Avenue Lofts Single Family Townhomes.'
05/21/08	The City Council approved a request for an Extension of Time (EOT-27713) of a previously approved Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required at the northwest corner of 25th Street and Charleston Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-27711) of a previously approved Site Development Plan Review (SDR-11728) for a proposed 79-lot single family development.
06/02/10	The City Council approved a request for an Extension of Time (EOT-38018) of a previously approved Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount of open space required at the northwest corner of 25th Street and Charleston Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-38017) of a previously approved Site Development Plan Review (SDR-11728) for a proposed 79-lot single family development.

Most Recent Change of Ownership	
01/27/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any recent building permits issued for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/02/12	Staff conducted a field check of the subject site and found the land undeveloped with a small amount of scattered trash on the property.

Details of Application Request	
Site Area	
Gross Acres	6.07

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land	MXU (Mixed-Use)	R-PD13 (Residential Planned Development- 13 Units per Acre)
North	Undeveloped Land	C (Commercial)	C-1 (Limited Commercial)
South	Restaurants, Pawn Shop, Retail Establishments, Financial Institution	C (Commercial)	C-2 (General Commercial)
East	Clark County	Clark County	Clark County
West	Retail Establishment	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11728) for a proposed 79-lot single family development and a Variance (VAR-11723) to allow 11,627 square feet of open space where 61,079 square feet is the minimum amount required at the northwest corner of 25th Street and Charleston Boulevard. No plans have been submitted for review nor has any building permits been issued for the proposed development, though tentative and final maps were submitted and approved. There have been new entitlements approved for properties in the surrounding areas that include a retail establishment with beer/wine/cooler off-sale to the west, shopping center to the west/northwest, and a commercial development to the southwest.

Title 19.16.140 and 19.16.100 of the Unified Development Code deem a Variance and Site Development Plan Review exercised upon the issuance of a building permit for new construction.

FINDINGS

The Variance (VAR-11723) and Site Development Plan Review (SDR-11728) have not been exercised in accordance with the requirements of Title 19.16.140 and 19.16.100 as a building permit has not yet been issued for the proposed project. The applicant is requesting a three-year Extension of Time as the economic downtown in the housing market slowed the sale of existing homes considerably, impacting their ability to exhaust current inventory before beginning new construction. Though new entitlements have been approved in the surrounding area, staff finds that the proposed project will not negatively affect those properties; therefore, is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-11723) and Site Development Plan Review (SDR-11728) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-45197 APN: 139-35-815-002

Name of Property Owner: Urban Lofts XIV, Ltd.

Name of Applicant: Urban Lofts XIV, Ltd.

Name of Representative: Larry Davis

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☒ Yes ☐ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: Trinity Haven Schlottman

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: LARRY S. DAVIS

Subscribed and sworn before me

This 20th day of APRIL, 2012

_____

Notary Public in and for said County and State

LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2016

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City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Eastern Avenue Lofts - Extension of Time

Project Address (Location) Northwest Corner of 25th Street and Charleston Blvd

Project Name Eastern Ave Lofts **Proposed Use** 79 lot Single Family

Assessor's Parcel #(s) 139-35-815-002 **Ward #** 3

General Plan: existing MXU proposed NA **Zoning:** existing RPD13 proposed NA

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres NA **Lots/Units** NA **Density** NA

Additional Information VAR 11723 as extended by EOT 38018

PROPERTY OWNER Urban Lofts XIV, Ltd **Contact** Frank Robertson

Address 4512 Montrose Blvd **Phone:** 713-522-6441 **Fax:** NA

City Houston **State** TX **Zip** 77019

E-mail Address frobertson@lsda.net

APPLICANT Urban Lofts XIV, Ltd **Contact** Frank Robertson

Address 4512 Montrose Blvd **Phone:** 713-522-644 **Fax:** NA

City Houston **State** TX **Zip** 77019

E-mail Address Frobertson@lsda.net

REPRESENTATIVE Urban Lofts XIV, Ltd **Contact** Frank Robertson

Address 4512 Montrose Blvd **Phone:** 713-522-644 **Fax:** NA

City Houston **State** TX **Zip** 77019

E-mail Address frobertson@lsda.net

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LARRY S. DAVIS

Subscribed and sworn before me

This 20th day of APRIL, 20 12.

[signature]

Notary Public in and for said County and State

LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2016

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City of Las Vegas
Department of Planning

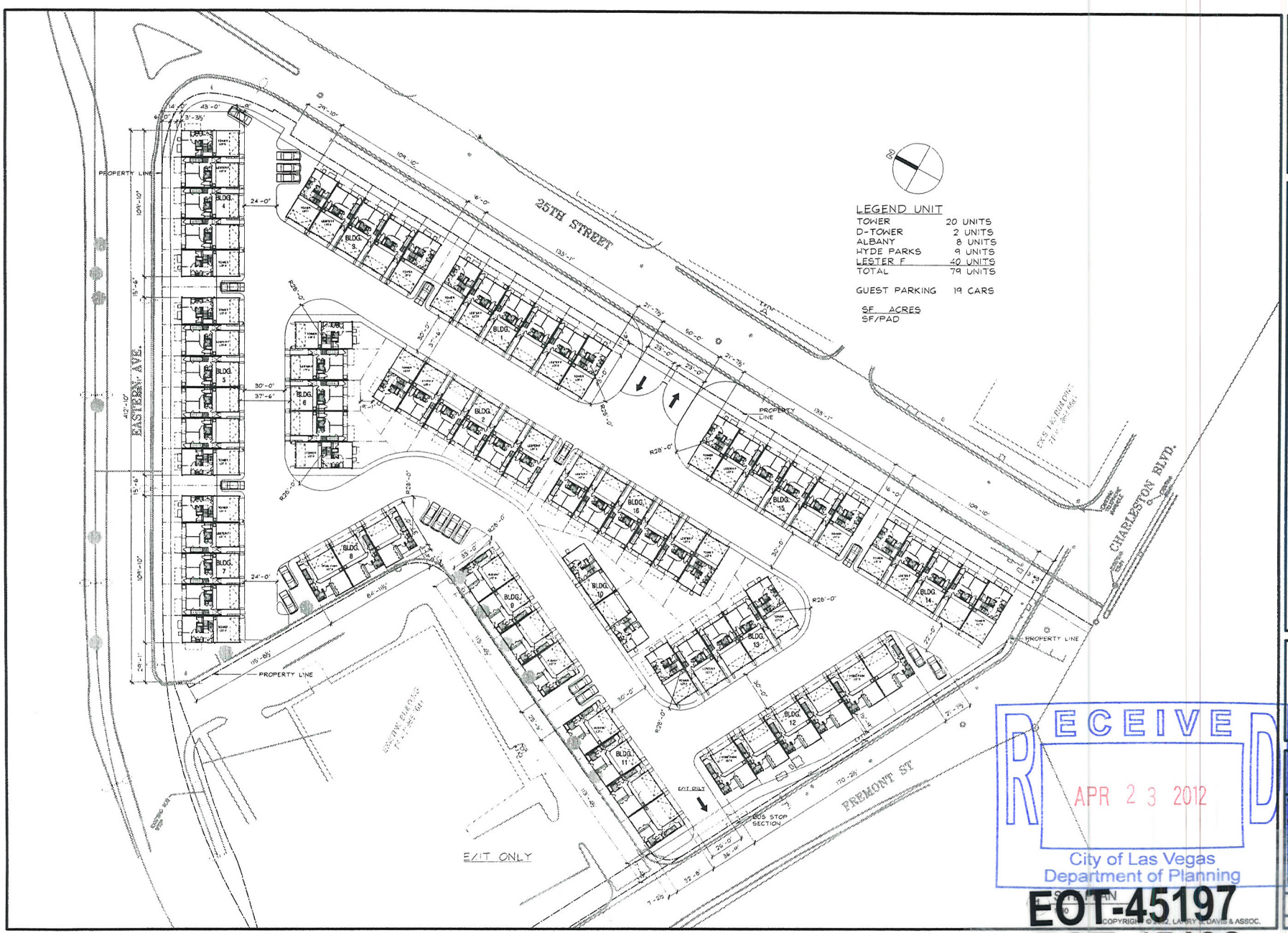
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-45197
Meeting Date:	6-20-12 CC
Total Fee:	300.00
Date Received:*	4-23-12
Received By:	JFinn

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



LEGEND UNIT

TOWER	20 UNITS
D-TOWER	2 UNITS
ALBANY	8 UNITS
HYDE PARKS	9 UNITS
LESTER F	40 UNITS
TOTAL	79 UNITS

GUEST PARKING 19 CARS

SF ACRES
SF/PAD

DATE	DESCRIPTION
	FOR PERMIT
	FOR CONSTRUCTION

URBAN LOFTS TOWNHOMES
EASTERN AVENUE TOWNHOMES
LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6441, FAX 713-529-2126
www.urbanlofts.com

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EOT-45198

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EASTERN AVENUE
TOWNHOMES
BLDGS 1 THRU 16

PROJECT NUMBER:	2005.06
PRINTED:	03-17-2006
DRAWN BY:	AN
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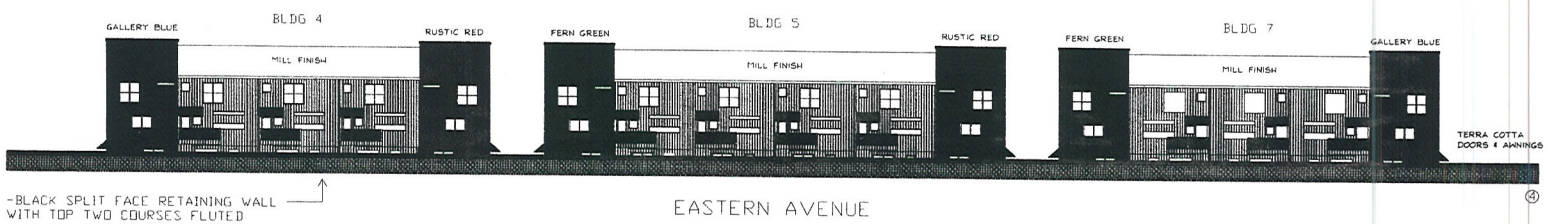
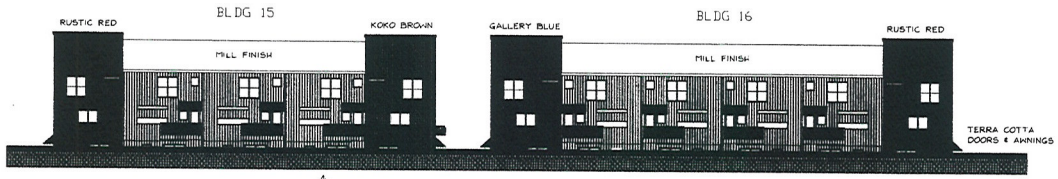
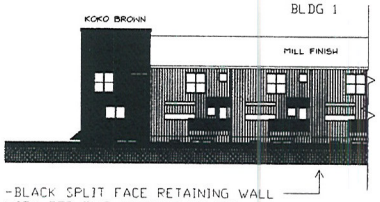
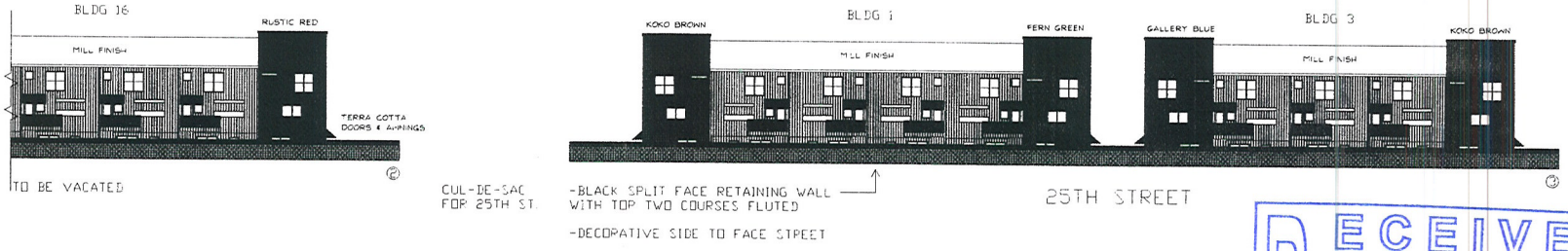
FILENAME:	LAS VEGAS, NEVADA

A-0.1
SITE PLAN









1 EXTERIOR ELEVATIONS FACING STREETS
1/16" = 1'-0"

DATE	DESCRIPTION
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EASTERN AVENUE
TOWNHOMES
BLDG. 11

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FILENAME:	LAS VEGAS, NEVADA

A-3.11
EXT. ELEVATIONS

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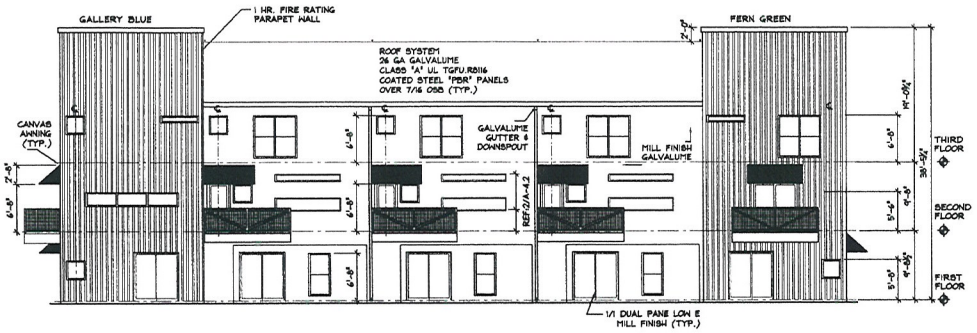
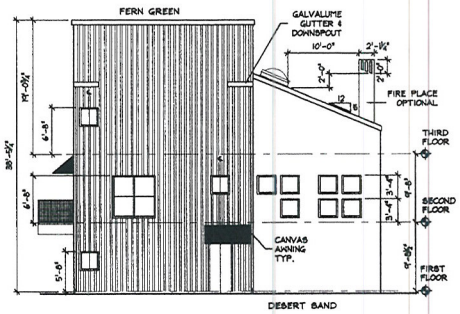
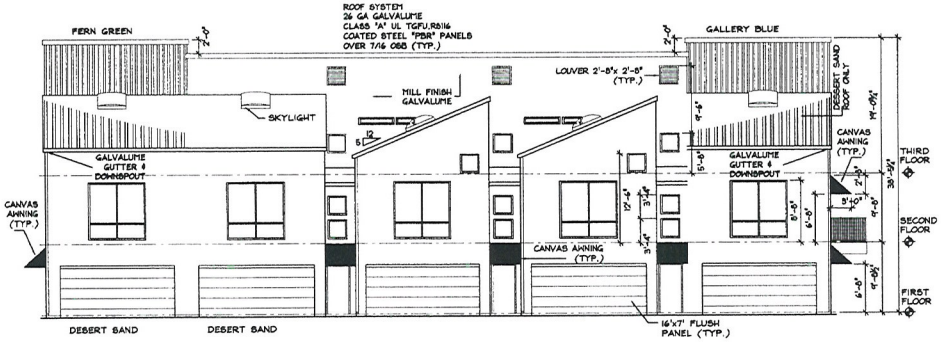


4 BACK ELEVATION
1/8" = 1'-0"

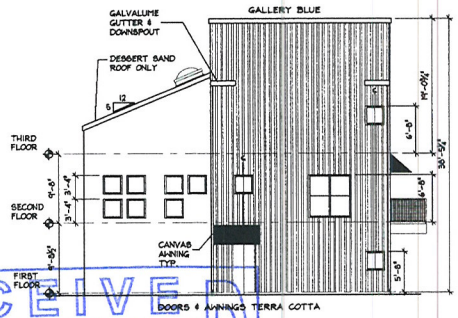


2 LEFT SIDE ELEVATION
1/8" = 1'-0"

NOTE
MESH USED IN BALCONY GUARDS SHALL NO BE SIZED TO WHERE A CHILD COULD CLIMB IT LIKE A LADDER. (2"x 2") WIRE MESH OPENING.)
1.5"X1.5" 16 GAUGE MTL TUBING (TYP.)



3 FRONT ELEVATION
1/8" = 1'-0"



1 RIGHT SIDE ELEVATION
1/8" = 1'-0"

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EASTERN AVENUE
TOWNHOMES
BLDG. 17

PROJECT NUMBER:	2005.06
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FILENAME:	LAS VEGAS, NEVADA

A-3.17
EXT. ELEVATIONS

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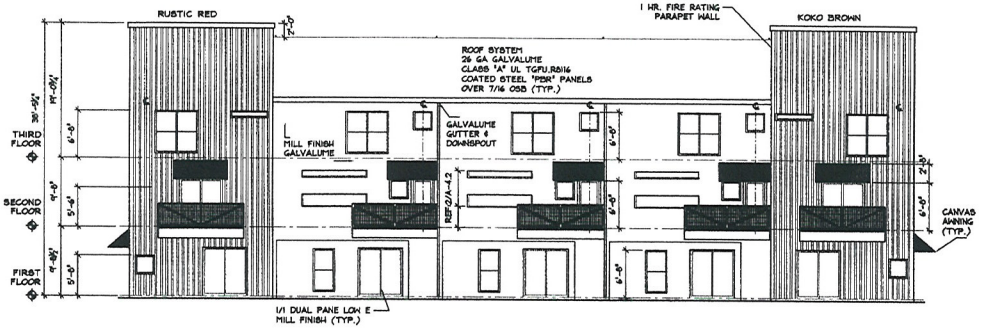
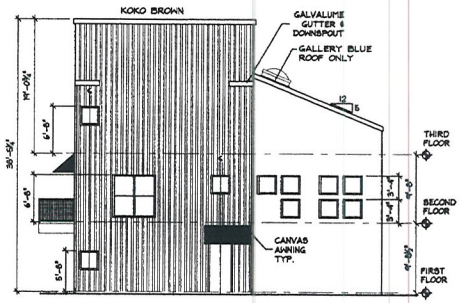
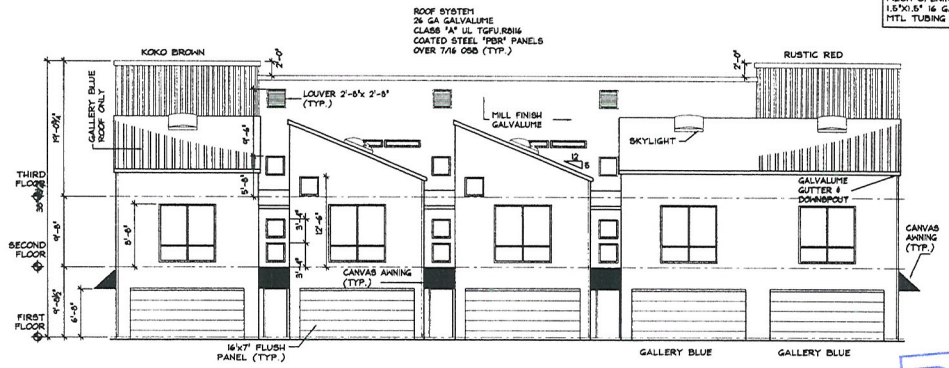


4 BACK ELEVATION
1/8" = 1'-0"

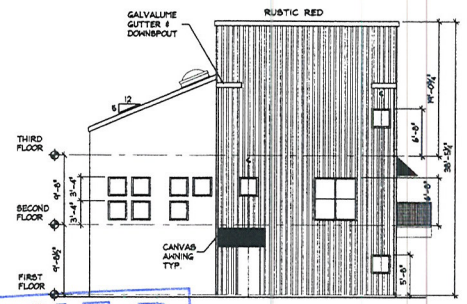


2 LEFT SIDE ELEVATION
1/8" = 1'-0"

NOTE
MESH USED IN BALCONY GUARDS SHALL NO BE SIZED TO WHERE A CHILD COULD CLIMB IT LIKE A LADDER. (2" x 2") WIRE MESH OPENING.)
1.5"X1.5" 16 GAUGE MTL TUBING (TYP.)



3 FRONT ELEVATION
1/8" = 1'-0"



1 RIGHT SIDE ELEVATION
1/8" = 1'-0"

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EASTERN AVENUE
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A-3.15
EXT. ELEVATIONS

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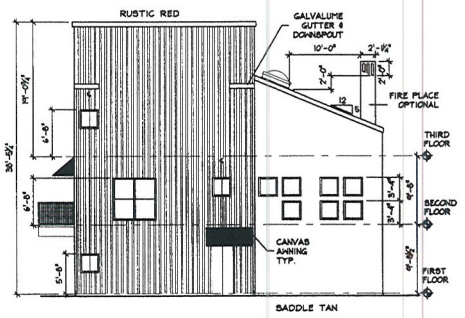
4 BACK ELEVATION
1/8" = 1'-0"



2 LEFT SIDE ELEVATION
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NOTE
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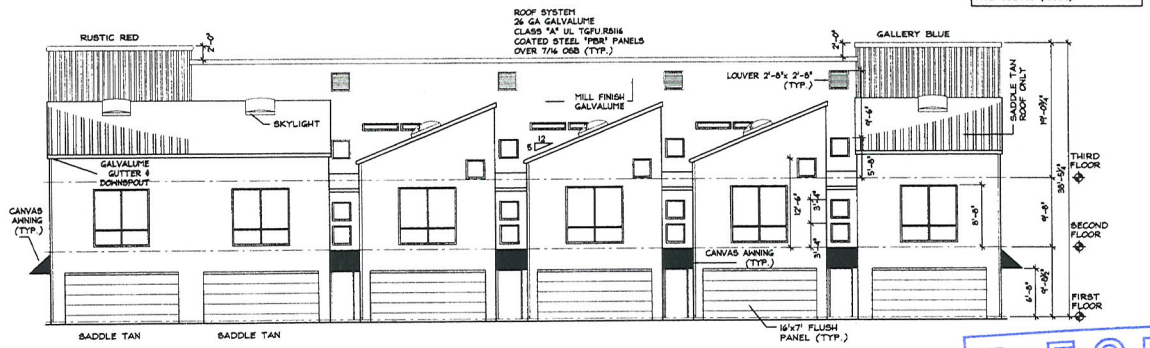
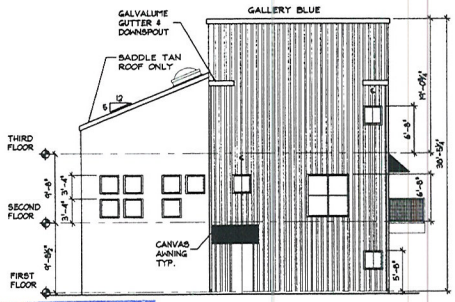
1.5"X1.5" 16 GAUGE MTL TUBING (TYP.)



3 FRONT ELEVATION
1/8" = 1'-0"



1 RIGHT SIDE ELEVATION
1/8" = 1'-0"

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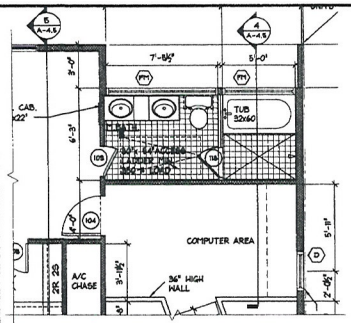
A-3.16
EXT. ELEVATIONS

DOOR SCHEDULE -HYDE PARK UNIT-		
TYPE	QUANTITY	DESCRIPTION
103	3	2'-0" X 6'-8" FLUSH WOOD
104	1	4'-0" X 6'-8" BIFOLD
112	1	PR 2'-0" X 6'-8" FLUSH WOOD
116	1	2'-0" SHOWER DOOR W / TEMPER GLASS

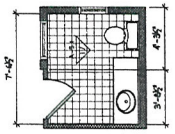
WINDOW SCHEDULE -HYDE PARK UNIT-		
TYPE	QUANTITY	DESCRIPTION
D	1	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
FM	2	FLUSH W/WALLS x 1'-0" METAL FRAME, DOUBLE PANE, FIXED
FV	1	FLUSH W/WALLS x 1'-0" FIXED GLASS WOOD
G	1	6'-0" X 1'-9" FIXED GLASS METAL
H	1	2 X 3060 SINGLE HUNG METAL



3 COMPUTER AREA
1/4" = 1'-0"

DOOR SCHEDULE -HYDE PARK UNIT-		
TYPE	QUANTITY	DESCRIPTION
103	1	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
118	1	PR 2'-0" X 6'-8" MTL. DR. W/ FULL LITE TEMP GLASS
123	1	PR 1'-4" X 6'-8" FLUSH WOOD

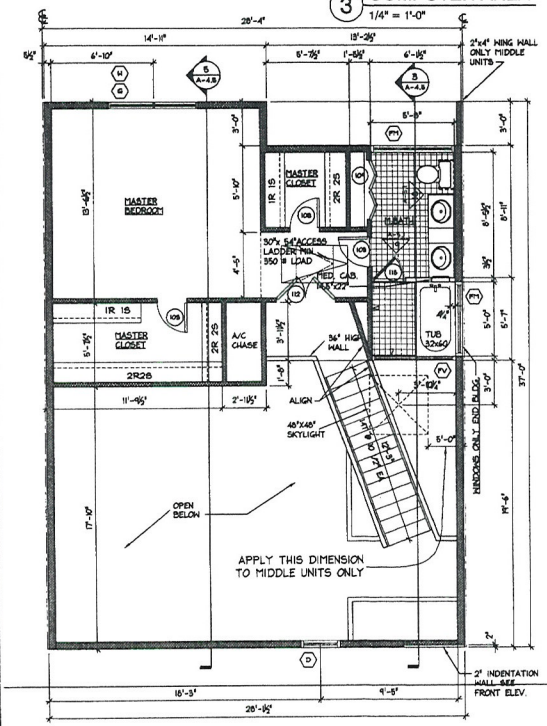
WINDOW SCHEDULE -HYDE PARK UNIT-		
TYPE	QUANTITY	DESCRIPTION
C	8	2'-8" X 2'-8" HORIZONTAL SLIDER METAL
D	6	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
E	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
K1	1	7'-6" X 1'-8" FIXED GLASS METAL
K2	1	7'-6" X 1'-0" FIXED GLASS METAL
M	2	2'-0" X 2'-0" FIXED GLASS METAL



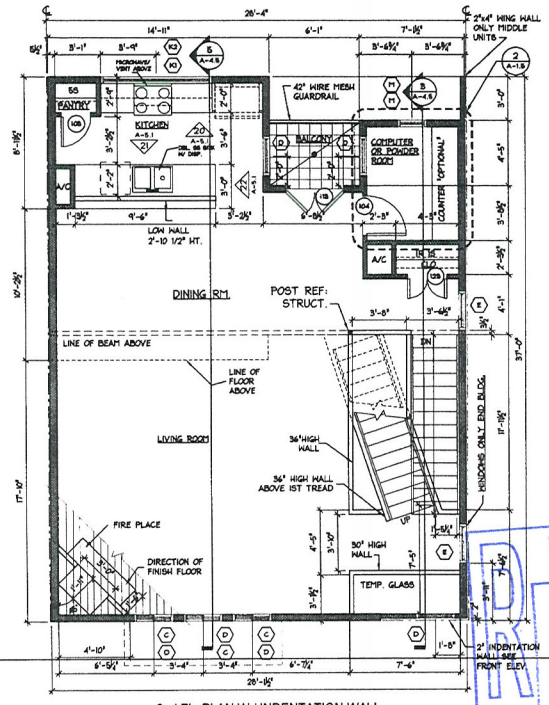
2 POWDER ROOM
1/4" = 1'-0"

DOOR SCHEDULE -HYDE PARK UNIT-		
TYPE	QUANTITY	DESCRIPTION
101	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8"x 6'-8" 1HR I 3/8" SOLID CORE W/GASKET
105	2	2'-0" X 6'-8" FLUSH WOOD
106	1	2'-8" X 6'-8" FLUSH WOOD
109	2	4'-0" X 6'-8" BIFOLD
110	1	5'-0" X 6'-8" BIFOLD
114	1	2'-8" X 6'-8" METAL DOOR W/ FULL LITE TEMP GLASS
115	1	16'-0" X 7'-0" OVERHEAD DOOR
116	1	2'-0" SHOWER DR. TEMP. GLASS
120	1	3'-0" CHAIN LINK GATE
125	1	PR 1'-4" X 6'-8" FLUSH WOOD
124	1	2'-0"X6'-8" METAL STORE DOOR W/ TEMP GLASS

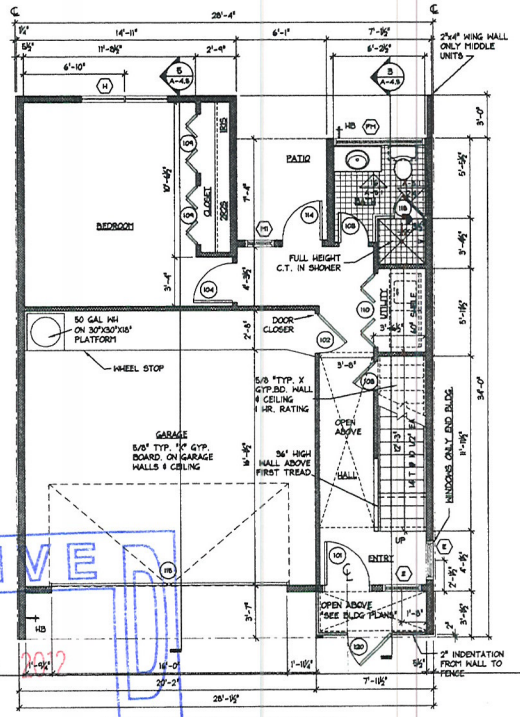
WINDOW SCHEDULE -HYDE PARK UNIT-		
TYPE	QUANTITY	DESCRIPTION
E	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
FM	1	FLUSH W/WALLS x 1'-0" METAL FRAME, DOUBLE PANE, FIXED
H	1	2 X 3060 SINGLE HUNG METAL
M	1	2'-0" X 2'-0" FIXED TEMP. GLASS MTL.



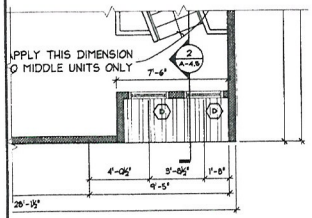
3rd FL. PLAN W / INDENTATION WALL



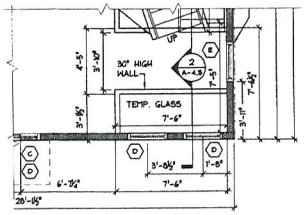
2nd FL. PLAN W / INDENTATION WALL



1st FLOOR PLAN W / INDENTATION WALL



3rd FLOOR PLAN W / RECESS WALL



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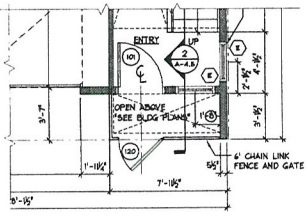
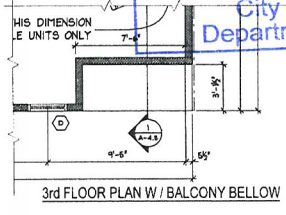
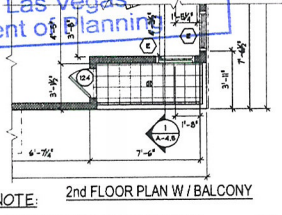


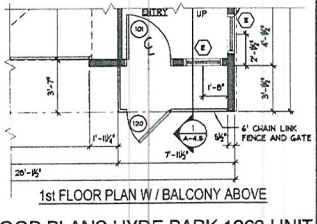
1st FLOOR PLAN W / RECESS WALL



3rd FLOOR PLAN W / BALCONY BELLOW



2nd FLOOR PLAN W / BALCONY



1st FLOOR PLAN W / BALCONY ABOVE

NOTE:
1.- DRAFSTOPPING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING A MINIMUM OF 3/8" WOOD STRUCTURAL PANELS. (IRC SECTION 502.12.1)

1 FLOOR PLANS HYDE PARK 1963 UNIT
1/4" = 1'-0"

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Department of Planning

DATE	DESCRIPTION
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URBAN LOFTS TOWNHOMES
EASTERN AVENUE TOWNHOMES
LARRY S. DAVIS & ASSOCIATES
4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6441, FAX 713-529-2126
www.urbanlofts.com

EASTERN AVENUE
TOWNHOMES
HYDE PARK UNIT

PROJECT NUMBER:	2005.06
PRINTED:	02-03-2006
DRAWN BY:	AN
CHECKED BY:	
FILENAME:	LAS VEGAS, NEVADA

A-1.5
FLOOR PLANS

EOT-45198

DOOR SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
105	1	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
107	1	2'-0" X 6'-8" POCKET WOOD
118	1	2'-0" SHOWER DR. TEMP. GLASS

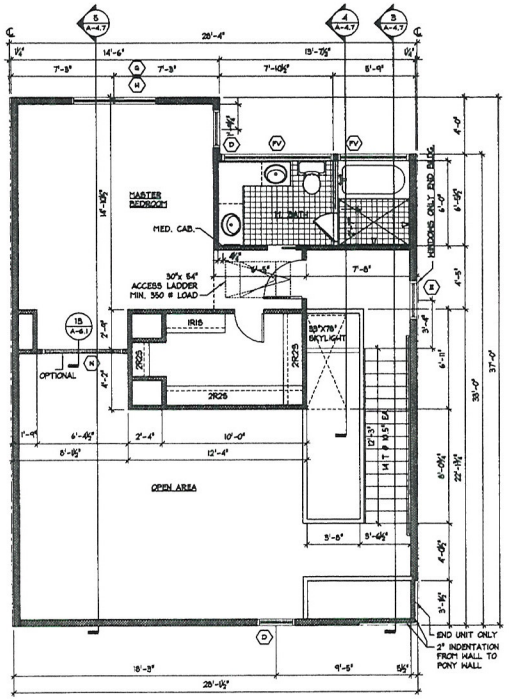
WINDOW SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
D	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
E	1	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
FV	2	FLUSH W/WALLS x 1'-0" FIXED GLASS METAL
G	1	6'-0" X 1'-0" FIXED GLASS METAL
H	1	2 X 3060 SINGLE HUNG METAL
N	1	5'-0" X 4'-0" FIXED GLASS WOOD

DOOR SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
106	1	1'-8"x6'-8" FLUSH, WOOD
114	1	2'-8" X 6'-8" METAL DOOR W/ FULL LITE TEMP GLASS

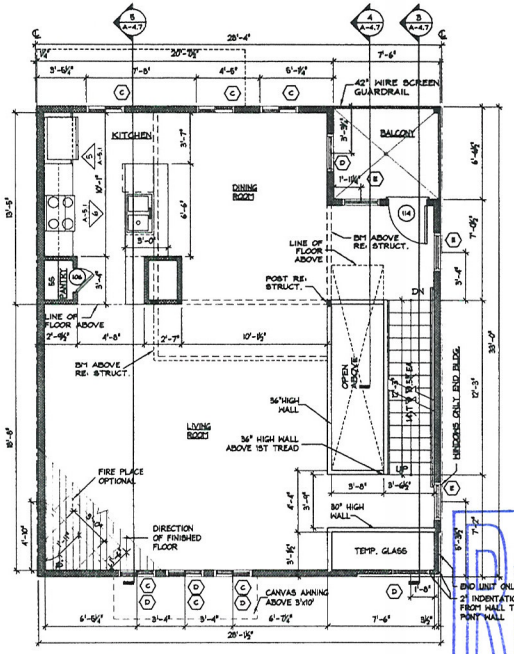
WINDOW SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
C	6	2'-8" X 2'-8" HORIZONTAL SLIDER METAL
D	5	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED
E	3	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED

DOOR SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
101	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8"x 6'-8" IHR 1 3/8" SOLID CORE W/GASKET
103	2	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
106	1	2'-6" X 6'-8" POCKET WOOD
110	1	5'-0" X 6'-8" BIFOLD
111	1	6'-0" X 6'-8" BIFOLD
114	1	2'-8" X 6'-8" METAL DOOR W/ FULL LITE TEMP GLASS
115	1	16'-0" X 7'-0" OVERHEAD DOOR
120	1	3'-0" CHAIN LINK GATE

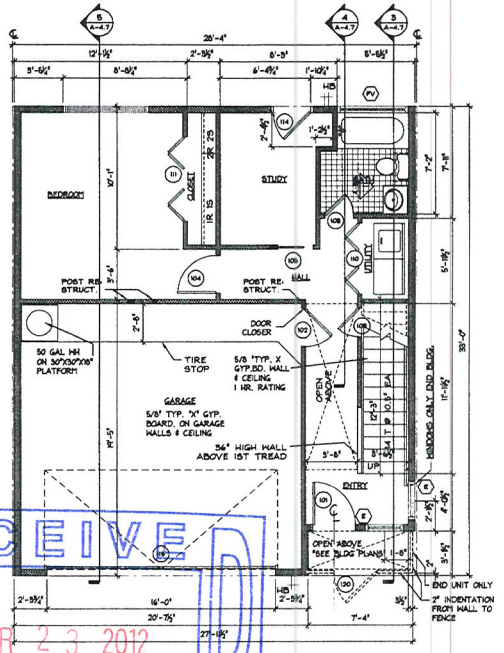
WINDOW SCHEDULE - "ALBANY"		
TYPE	QUANTITY	DESCRIPTION
E	2	2'-8" X 2'-8" METAL FRAME, DOUBLE PANE, FIXED TEMPERED
FV	1	FLUSH W/WALLS x 1'-0" FIXED GLASS METAL
H	1	2 x 3060 METAL FRAME, DOUBLE PANE, SINGLE HUNG



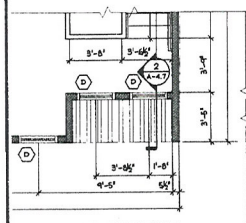
3rd FL. PLAN W/INDENTATION



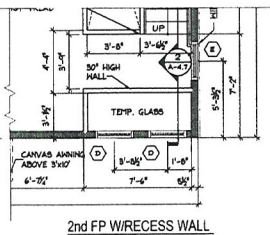
2nd FL. PLAN W/INDENTATION



1st FLOOR PLAN W/INDENTATION WALL



3rd FP W/RECESS WALL



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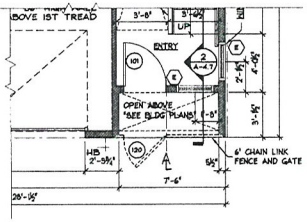

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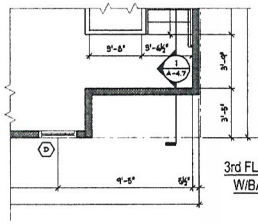
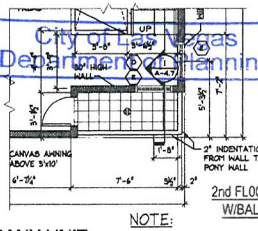
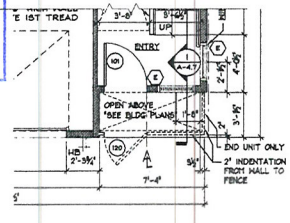


3rd FL00R PLAN W/BALCONY



2nd FL00R PLAN W/BALCONY



1st FP W/BALCONY

1 FLOOR PLANS ALBANY UNIT
1/4" = 1'-0"

NOTE:
1.- DRAFSTOPPING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING A MINIMUM OF 3/8" HOO STRUCTURAL PANELS. (IRC SECTION 502.12.1)

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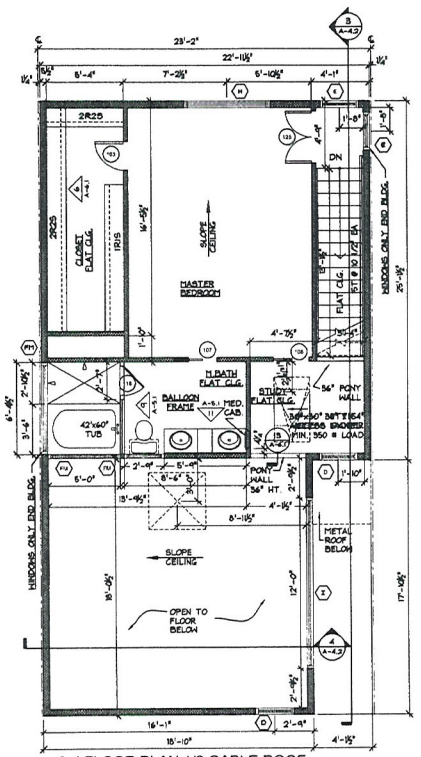
EASTERN AVENUE
TOWNHOMES
ALBANY UNIT

PROJECT NUMBER:	2005.06
PRINTED:	02-03-2006
DRAWN BY:	AN
CHECKED BY:	
FILENAME:	LAS VEGAS, NEVADA

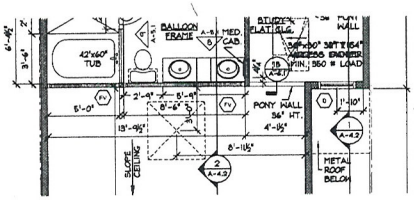
A-1.7
FLOOR PLANS

DOOR SCHEDULE - LESTER F UNIT		
TYPE	QUANTITY	DESCRIPTION
105	1	2'-0" X 6'-8" FLUSH WOOD
107	1	2'-0" X 6'-8" POCKET WOOD
108	1	2'-6" X 6'-8" POCKET WOOD
118	1	2'-0" SHOWER DOOR TEMPERED GLASS
126	1	PR 1'-10" x 6'-8" FLUSH, WOOD

WINDOW SCHEDULE - LESTER F UNIT		
TYPE	QUANTITY	DESCRIPTION
D	2	2'-8" X 2'-8" FIXED GLASS METAL
E	2	2'-8" X 2'-8" FIXED TEMP GLASS METAL
FM	3	FLUSH W/WALLS x 1'-0" FIXED GLASS MTL.
H	1	2 x 3060 SINGLE HUNG METAL
Z	1	12'-0" X 2'-8" FIXED GLASS METAL



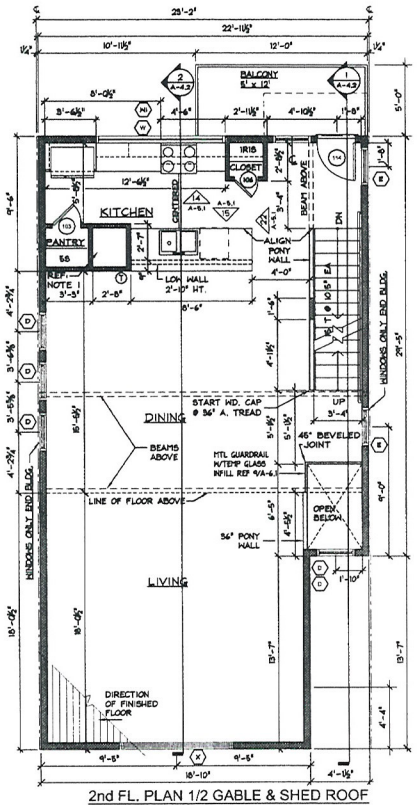
3rd FLOOR PLAN 1/2 GABLE ROOF



3rd FLOOR PLAN SHED ROOF

DOOR SCHEDULE -LESTER F UNIT-		
TYPE	QUANTITY	DESCRIPTION
103	1	2'-0" X 6'-8" FLUSH WOOD
106	1	1'-8"x6'-8" FLUSH, WOOD
114	1	2'-8" X 6'-8" MTL. DR. W/ FULL LITE TEMP GLASS

WINDOW SCHEDULE - LESTER F UNIT		
TYPE	QUANTITY	DESCRIPTION
D	5	2'-8" X 2'-8" FIXED GLASS METAL
E	3	2'-8" X 2'-8" FIXED TEMP GLASS METAL
W	1	9'-0" X 1'-8" FIXED GLASS METAL
W1	1	9'-0" X 1'-0" FIXED GLASS METAL
X	1	2 x 4080 SINGLE HUNG METAL

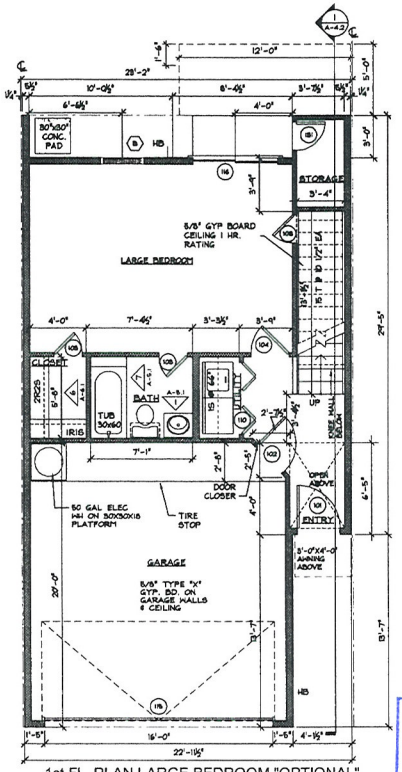


2nd FL. PLAN 1/2 GABLE & SHED ROOF

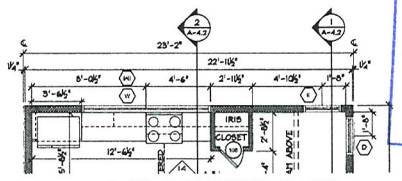
WINDOW SCHEDULE - LESTER F UNIT		
TYPE	QUANTITY	DESCRIPTION
D	1	2'-8" X 2'-8" FIXED GLASS METAL
FV	2	FLUSH W/WALLS x 1'-0" FIXED GLASS WOOD

DOOR SCHEDULE -LESTER F UNIT-		
TYPE	QUANTITY	DESCRIPTION
101	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8"x 6'-8" 1HR 1 3/8" SOLID CORE W/GASKET
103	3	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
110	1	5'-0" X 6'-8" BIFOLD
115	1	16'-0" X 7'-0" OVERHEAD DOOR
116	1	6'-0"x6'-8" SLIDING TEMPERED GLASS DOOR
131	1	2'-0" X 6'-8" FLUSH METAL

WINDOW SCHEDULE -LESTER F UNIT-		
TYPE	QUANTITY	DESCRIPTION
B	1	3'-0" X 6'-0" SINGLE HUNG METAL



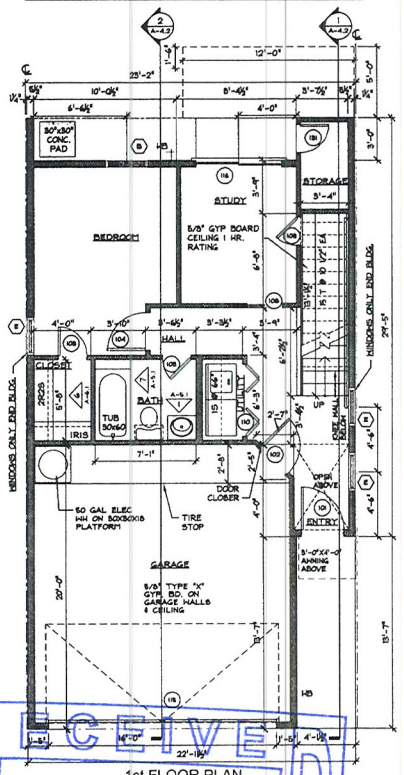
1st FL. PLAN LARGE BEDROOM "OPTIONAL"



2nd FL. PLAN W / OUT BALCONY

DOOR SCHEDULE -LESTER F UNIT-		
TYPE	QUANTITY	DESCRIPTION
101	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8"x 6'-8" 1HR 1 3/8" SOLID CORE W/GASKET
103	3	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
106	1	2'-6" X 6'-8" POCKET WOOD
110	1	5'-0" X 6'-8" BIFOLD
115	1	16'-0" X 7'-0" OVERHEAD DOOR
116	1	6'-0"x6'-8" SLIDING TEMPERED GLASS DOOR
131	1	2'-0" X 6'-8" FLUSH METAL

WINDOW SCHEDULE -LESTER F UNIT-		
TYPE	QUANTITY	DESCRIPTION
B	1	3'-0" X 6'-0" SINGLE HUNG METAL
E	3	2'-8" X 2'-8" FIXED TEMP GLASS METAL



1st FLOOR PLAN

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Department of Planning

NOTE:
1. DRAFTSTOPPING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING A MINIMUM OF 3/8" WOOD STRUCTURAL PANELS. (IRC SECTION 502.12.1)

1 FLOOR PLANS LESTER F UNIT
1/4" = 1'-0"

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EASTERN AVENUE TOWNHOMES
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4512 MONTROSE, HOUSTON, TEXAS 77006, TEL 713-522-6441, FAX 713-529-2126
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EASTERN AVENUE
TOWNHOMES
LESTER F UNIT

PROJECT NUMBER: 2005.06
PRINTED: 02-03-2006
DRAWN BY: AN
CHECKED BY:
FILENAME: LAS VEGAS, NEVADA

A-1.2
FLOOR PLANS

DOOR SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
104	1	2'-8" X 6'-8" FLUSH WOOD
105	1	2'-6" X 6'-8" FLUSH WOOD
107	1	2'-0" X 6'-8" POCKET WOOD
108	1	2'-6" X 6'-8" POCKET WOOD
118	1	2'-0" SHOWER DOOR TEMPERED GLASS

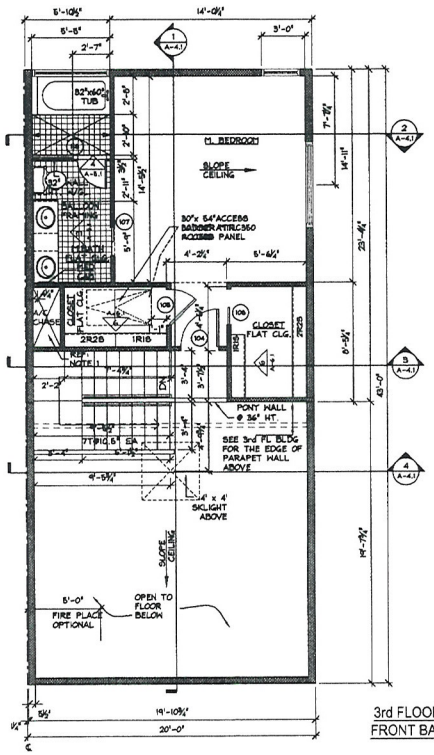
WINDOW SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
D	1	2'-8" X 2'-8" FIXED GLASS METAL
FM	1	FLUSH W/WALLS x 1'-0" FIXED GLASS MTL
H	1	2 x 3060 SINGLE HUNG METAL

DOOR SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
106	1	11'-8" X 6'-8" FLUSH WOOD
116	1	6'-0" X 6'-8" SLIDING GLASS DOOR TEMPERED GLASS
126	1	2'-0" X 3'-6" JOB BUILT DOOR

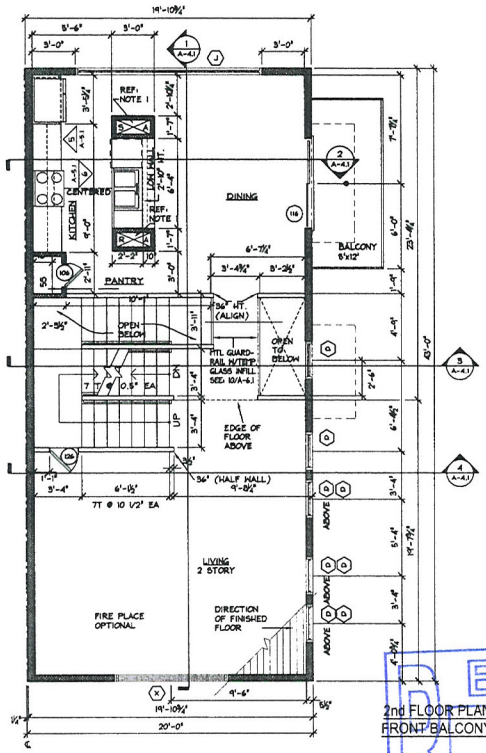
WINDOW SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
D	6	2'-8" X 2'-8" FIXED GLASS METAL
J	1	13'-0" x 2'-0" FIXED GLASS METAL
X	1	2 x 4080 SINGLE HUNG METAL

DOOR SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
101	1	3'-0" X 6'-8" FLUSH METAL
102	1	2'-8"x 6'-8" 1HR 1 3/8" SOLID CORE W/GASKET
103	4	2'-0" X 6'-8" FLUSH WOOD
104	1	2'-8" X 6'-8" FLUSH WOOD
107	1	2'-0" X 6'-8" POCKET WOOD
108	1	2'-6" X 6'-8" POCKET WOOD
110	1	5'-0" X 6'-8" BIFOLD
115	1	16'-0" X 7'-0" OVERHEAD DOOR
116	1	6'-0" X 6'-8" SLIDING GLASS DOOR TEMPERED GLASS
127	1	3'-0" X 8'-0" POCKET WOOD

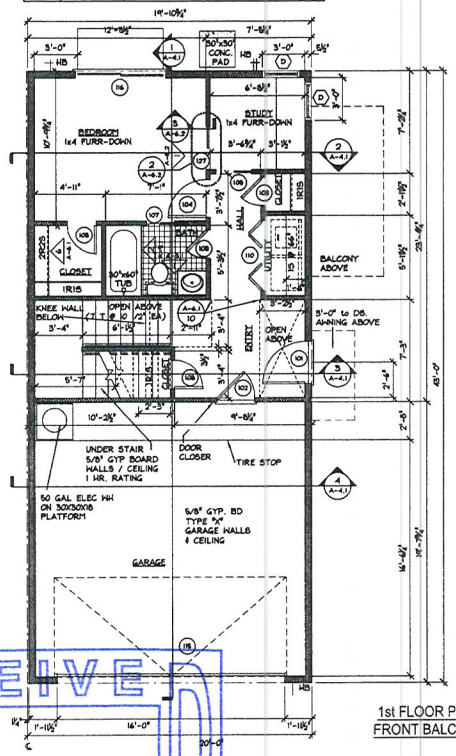
WINDOW SCHEDULE "TOWER UNIT"		
TYPE	QUANTITY	DESCRIPTION
D	2	2'-8" X 2'-8" FIXED GLASS METAL



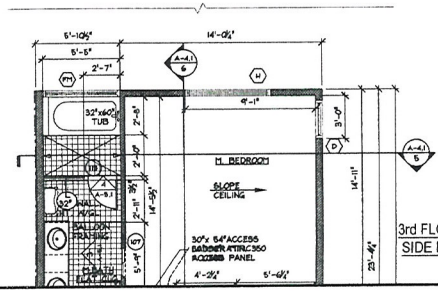
3rd FLOOR PLAN
FRONT BALCONY



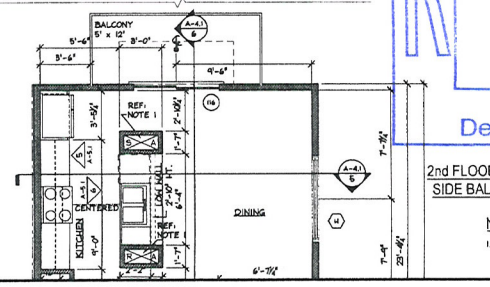
2nd FLOOR PLAN
FRONT BALCONY



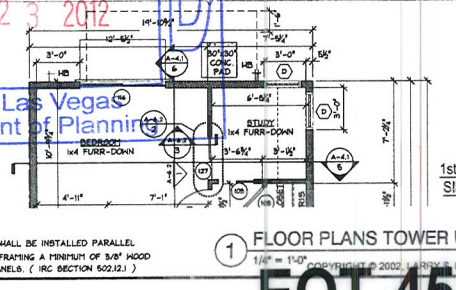
1st FLOOR PLAN
FRONT BALCONY



3rd FLOOR PLAN
SIDE BALCONY



2nd FLOOR PLAN
SIDE BALCONY



1st FLOOR PLAN
SIDE BALCONY

NOTE:

1.- DRAFSTOPPING SHALL BE INSTALLED PARALLEL TO THE FLOOR FRAMING A MINIMUM OF 5/8" WOOD STRUCTURAL PANELS. (IRC SECTION 502.12.1)

1 FLOOR PLANS TOWER UNIT
1/4" = 1'-0"

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EASTERN AVENUE
TOWNHOMES
TOWER UNIT

PROJECT NUMBER:	2005.06
PRINTED:	02-03-2006
DRAWN BY:	AN
CHECKED BY:	
FILENAME:	LAS VEGAS, NEVADA

A-1.1
FLOOR PLANS

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DOUGLAS A. SELBY
CITY MANAGER

June 16, 2006

Mr. Larry Davis
Urban Lofts XIV, Limited
4512 Montrose Boulevard
Houston, Texas 77006

RE: VAR-11723 – VARIANCE
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO ZON-11718, WVR-12176 AND SDR-11728

Dear Mr. Davis:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Variance TO ALLOW 11,627 SQUARE FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 6.07 gross acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), C-2 (General Commercial) Zone [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. The approval is for 18,715 square feet of open space where 56,715 is required.

2. The subject Site Development Plan is contingent upon approval of a General Plan Amendment (GPA-9219) to Mixed Use land use designation, Rezoning (ZON-11718) to a R-PD13 Zoning District, Site Development Plan Review (SDR-11728), Waiver (WVR-12176), and Vacation (VAC-11717) approved by the City Council.

3. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. In lieu of compliance with the open space requirements of Municipal Code 19.06.040, the developer will be allowed to make a contribution To Whom It May Concern: the City of Las Vegas Parks CIP Fund in the amount of $50,000 to be utilized by the City Council for improvements to existing public parks nearby. This contribution must be made to Land Development prior to approval of a Final Map; otherwise the developer is still required to comply with the Open Space requirement in accordance with Title 19 of the Las Vegas Municipal Code.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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APR 23 2012
City of Las Vegas
Department of Planning

EOT-45197

Sincerely,

Carmel Viado
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Trinity Schlottman
Interurban Construction, LLC
1700 East Desert Inn Road, Suite #202
Las Vegas, Nevada 89109

Mr. James Lopez
Ms. Amanda Stone
JPL Engineering, Inc.
8620 South Eastern Avenue, Suite #8
Las Vegas, Nevada 89123

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EOT-45197

LAS VEGAS CITY COUNCIL

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

ELIZABETH N. FRETWELL
CITY MANAGER

June 4, 2010

Ms. Trinity Schlottman
Urban Lofts XIV, Limited
177 West Gray Street
Houston, Texas 77019

RE: EOT-38018 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JUNE 2, 2010

Dear Ms. Schlottman:

The City Council at a regular meeting held June 2, 2010, APPROVED the request for an Extension of Time of a previously approved Variance (VAR-11723) TO ALLOW 11,627 SQUARE FEET OF OPEN SPACE WHERE 61,079 SQUARE FEET IS THE MINIMUM AMOUNT OF OPEN SPACE REQUIRED on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 3, 2010. This approval is subject to:

Planning and Development

1. This Variance (VAR-11723) shall expire on April 19, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-11723) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Trinity Schlottman
Interurban Construction, LLC
1999 Pin Oak Avenue
Las Vegas, Nevada 89101

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400 STEWART AVENUE
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EOT-45197

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Urban Lofts XIV, Ltd.
211 Tower Street
Las Vegas, NV 89101
Phone: 702-204-8737

LOFTS TOWNHOMES.COM™

April 19, 2012

City of Las Vegas
Planning Department
333 North Rancho
Las Vegas, NV 89106

Re: Extension of Time for VAR-11723
Eastern Avenue Lofts

Planning Department,

Urban Lofts XIV, Ltd. is requesting a three-year extension of time for VAR-11723. Our organization has constructed two other similar communities in the downtown redevelopment area including the Eleventh Street Lofts and the Fremont Street Lofts communities.

Our organization has experienced many unforeseen challenges since the start of the collapse in the real estate market in early 2007. We had no sales in 2008 through 2009 and after we repriced our lofts to current market conditions we have sold out the remaining lofts from 2010 through 2012. We are in the process of building out the remaining lofts at our Fremont Street Lofts location and hope to be able to complete this community within two years. Once completely sold out we will begin construction on the Eastern Avenue Lofts.

Please consider a three-year extension of time which will allow us to complete the our current developments prior to starting the Eastern Avenue Loft community.

If further assistance is needed please feel free to contact Trinity Schlottman at (702) 204-8737.

Sincerely,

Larry Davis
Urban Lofts XIV, Ltd.

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Department of Planning

EOT-45197

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-45198 - EXTENSION OF TIME RELATED TO EOT-45197 - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: URBAN LOFTS XIV, LTD - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11728) FOR A PROPOSED 85-LOT SINGLE FAMILY DEVELOPMENT on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SDR-11728
4. City Council Approval Letter for EOT-38017
5. Justification Letter

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-45198 APN: 139-35-815-002

Name of Property Owner: Urban Lofts XIV, Ltd.

Name of Applicant: Urban Lofts XIV, Ltd.

Name of Representative: Larry Davis

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☒ Yes ☐ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: Trinity Haven Schlottman

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: LARRY S. DAVIS

Subscribed and sworn before me

This 20th day of APRIL, 2012

_____

Notary Public in and for said County and State

LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2016

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City of Las Vegas
Department of Planning

Revised 11-14-06

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Eastern Ave Lofts - Extension of Time

Project Address (Location) Northwest Corner of 25th Street and Charleston Blvd

Project Name Eastern Ave Lofts **Proposed Use** 79 lot single family

Assessor's Parcel #(s) 139-35-815-002 **Ward #** 3

General Plan: existing MXU proposed NA **Zoning:** existing RPDB proposed NA

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres NA **Lots/Units** NA **Density** NA

Additional Information SDR 11728 as extended By EOT 38017

PROPERTY OWNER Urban Lofts XIV, Ltd **Contact** Frank Robertson

Address 4512 Montrose Blvd **Phone:** 713-522-6441 **Fax:** NA

City Houston **State** TX **Zip** 77019

E-mail Address Frobertson@lsda.net

APPLICANT Urban Lofts XIV, Ltd **Contact** Frank Robertson

Address 4512 Montrose Blvd **Phone:** 713-522-6441 **Fax:** NA

City Houston **State** TX **Zip** 77019

E-mail Address Frobertson@lsda.net

REPRESENTATIVE Urban Lofts XIV, Ltd **Contact** Frank Robertson

Address 4512 Montrose Blvd **Phone:** 713-522-6441 **Fax:** NA

City Houston **State** TX **Zip** 77019

E-mail Address Frobertson@lsda.net

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LARRY S. DAVIS

Subscribed and sworn before me

This 20th day of APRIL, 2012.

[signature]

Notary Public in and for said County and State

LINDA I. BLAIR
Notary Public, State of Texas
My Commission Expires
March 20, 2016

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City of Las Vegas
Department of Planning

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-45198
Meeting Date:	6-20-12 CC
Total Fee:	$300.00
Date Received:*	4-23-12
Received By:	JFmd

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

062300

June 16, 2006

Mr. Larry Davis
Urban Lofts XIV, Limited
4512 Montrose Boulevard
Houston, Texas 77006

RE: SDR-11728 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF APRIL 19, 2006
RELATED TO ZON-11718, WVR-12176 AND VAR-11723

Dear Mr. Davis:

The City Council at a regular meeting held April 19, 2006 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 85-LOT SINGLE FAMILY DEVELOPMENT on 6.07 gross acres adjacent to the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), C-2 (General Commercial) Zone [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2006. This approval is subject to:

Planning and Development

1. All development shall be in conformance with the site plan for 79 units date stamped April 17, 2006, building elevations date stamped February 7, 2006 and landscape plans date stamped March 7, 2006, except as amended by conditions herein.

2. The subject Site Development Plan Review is contingent upon approval of a General Plan Amendment (GPA-9219) to a Mixed Use land use designation, a Rezoning (ZON-11718) to a R-PD13 Zoning District, a Variance (VAR-11723), a Waiver (WVR-12176), and a Vacation (VAC-11717) approved by the City Council.

3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

4. All development shall be in conformance with the site plan date stamped 03/23/06, building elevations, date stamped 02/07/06, landscape plans date stamped 03/07/08, except as amended by conditions herein.

5. Each guest parking space shall be designed to comply with minimum parking code requirements, subject to review and approval by the Planning Department.

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City of Las Vegas
Department of Planning

EOT-45198

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

6. The applicant shall provide a landscaping plan along the east side of the project, on 25th Street between Charleston Boulevard and the main entry of the project, subject to review and approval by the Planning Department.

7. A maximum five-foot encroachment for construction of a balcony or patios along the side and rear yards areas is permitted, subject to compliance with minimum building code requirements and subject to review and approval by the Planning Department.

8. The setbacks for this development shall be a minimum of 3.68 feet to the front of the house, 3.68 feet to the front of the garage as measured from end of private street area provided, 0 feet on the side, 3.66 feet on the corner side, and 4.06 feet in the rear.

9. The site plan shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a tentative map, to reflect 53 24-inch box trees and 424 five-gallon shrubs provided along street frontages, subject to review and approval by the Planning Department.

10. A permanent underground sprinkler system shall be installed in all common landscape areas as required by the City of Las Vegas and shall be permanently maintained in a satisfactory manner.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. The landscape plan shall include irrigation specifications.

12. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

13. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed.

14. Prior to approval of the Final Map Mylar, two final landscape plans must be submitted for review and approval by the Planning and Development Department in conformance with the conditions of approval.

15. The elevations shall be revised and approved by Planning and Development Department staff, prior to the time application is made for a building permit, with additional architectural features to comply with the Commercial Development Standards.

16. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

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City of Las Vegas
Department of Planning

EOT-45198

17. Air conditioning units shall not be mounted on rooftops.

18. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

19. Parking lot lighting standards shall be no more than 20 feet in height and shall utilize downward-directed lights. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

20. Prior to the submittal of a building permit, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

21. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

22. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

23. Driveways shall be designed; located and constructed in accordance with Standard Drawing #222a, unless a Deviation from Standards is approved by the City Engineer. The proposed driveway accessing Fremont Street shall also receive approval from the Nevada Department of Transportation.

24. Curbs on at least one side of the proposed private streets shall be constructed of red concrete and "Fire Lane No Parking" signs shall be provided in accordance with the adopted City Code. The curb coloring and signage shall be privately maintained in perpetuity by the Homeowner's Association.

25. The applicant shall submit and receive approval of a request for a Waiver of Title 18 Private Street Requirements.

26. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

27. A Homeowners' Association shall be established to maintain all private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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City of Las Vegas
Department of Planning

EOT-45198

28. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON 11718 and all other subsequent site-related actions.

29. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

30. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,

Carmel Viado
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Trinity Schlottman
Interurban Construction, LLC
1700 East Desert Inn Road, Suite #202
Las Vegas, Nevada 89109

Mr. James Lopez
Ms. Amanda Stone
JPL Engineering, Inc.
8620 South Eastern Avenue, Suite #8
Las Vegas, Nevada 89123

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APR 23 2012
City of Las Vegas
Department of Planning

EOT-45198

LAS VEGAS CITY COUNCIL

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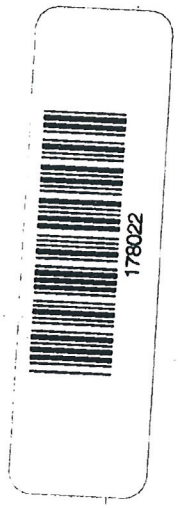
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER



June 4, 2010

Ms. Trinity Schlottman
Urban Lofts XIV, Limited
177 West Gray Street
Houston, Texas 77019

RE: EOT-38017 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JUNE 2, 2010

Dear Ms. Schlottman:

The City Council at a regular meeting held June 2, 2010, APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-11728) FOR A PROPOSED 85-LOT SINGLE FAMILY DEVELOPMENT on 6.07 acres at the northwest corner of 25th Street and Charleston Boulevard (APN 139-35-815-002), R-PD13 (Residential Planned Development - 13 Units Per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 3, 2010. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-11728) shall expire on April 19, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-11728) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

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APR 23 2012

cc: Ms. Trinity Schlottman
Interurban Construction, LLC
1999 Pin Oak Avenue
Las Vegas, Nevada 89101

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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EOT-45198

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Urban Lofts XIV, Ltd.
211 Tower Street
Las Vegas, NV 89101
Phone: 702-204-8737

April 19, 2012

City of Las Vegas
Planning Department
333 North Rancho
Las Vegas, NV 89106

Re: Extension of Time for SDR-11728
Eastern Avenue Lofts

Planning Department,

Urban Lofts XIV, Ltd. is requesting a three-year extension of time for SDR-11728. Our organization has constructed two other similar communities in the downtown redevelopment area including the Eleventh Street Lofts and the Fremont Street Lofts communities.

Our organization has experienced many unforeseen challenges since the start of the collapse in the real estate market in early 2007. We had no sales in 2008 through 2009 and after we repriced our lofts to current market conditions we have sold out the remaining lofts from 2010 through 2012. We are in the process of building out the remaining lofts at our Fremont Street Lofts location and hope to be able to complete this community within two years. Once completely sold out we will begin construction on the Eastern Avenue Lofts.

Please consider a three-year extension of time which will allow us to complete the our current developments prior to starting the Eastern Avenue Loft community.

If further assistance is needed please feel free to contact Trinity Schlottman at (702) 204-8737.

Sincerely,

Larry Davis
Urban Lofts XIV, Ltd.

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City of Las Vegas
Department of Planning

EOT-45198

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 20, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-45200 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: A&M LAKE MEAD, LLC - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-37566) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

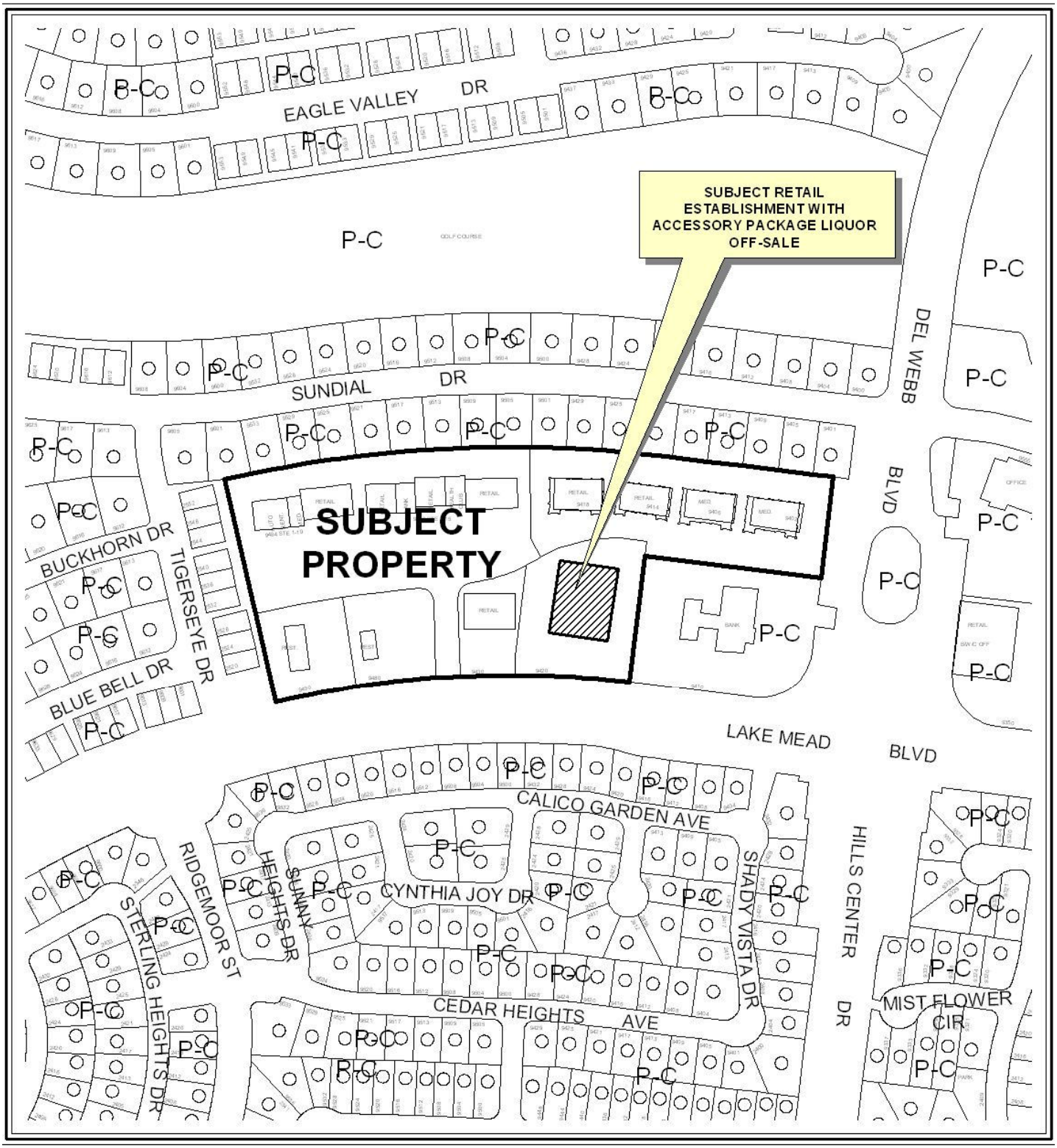
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

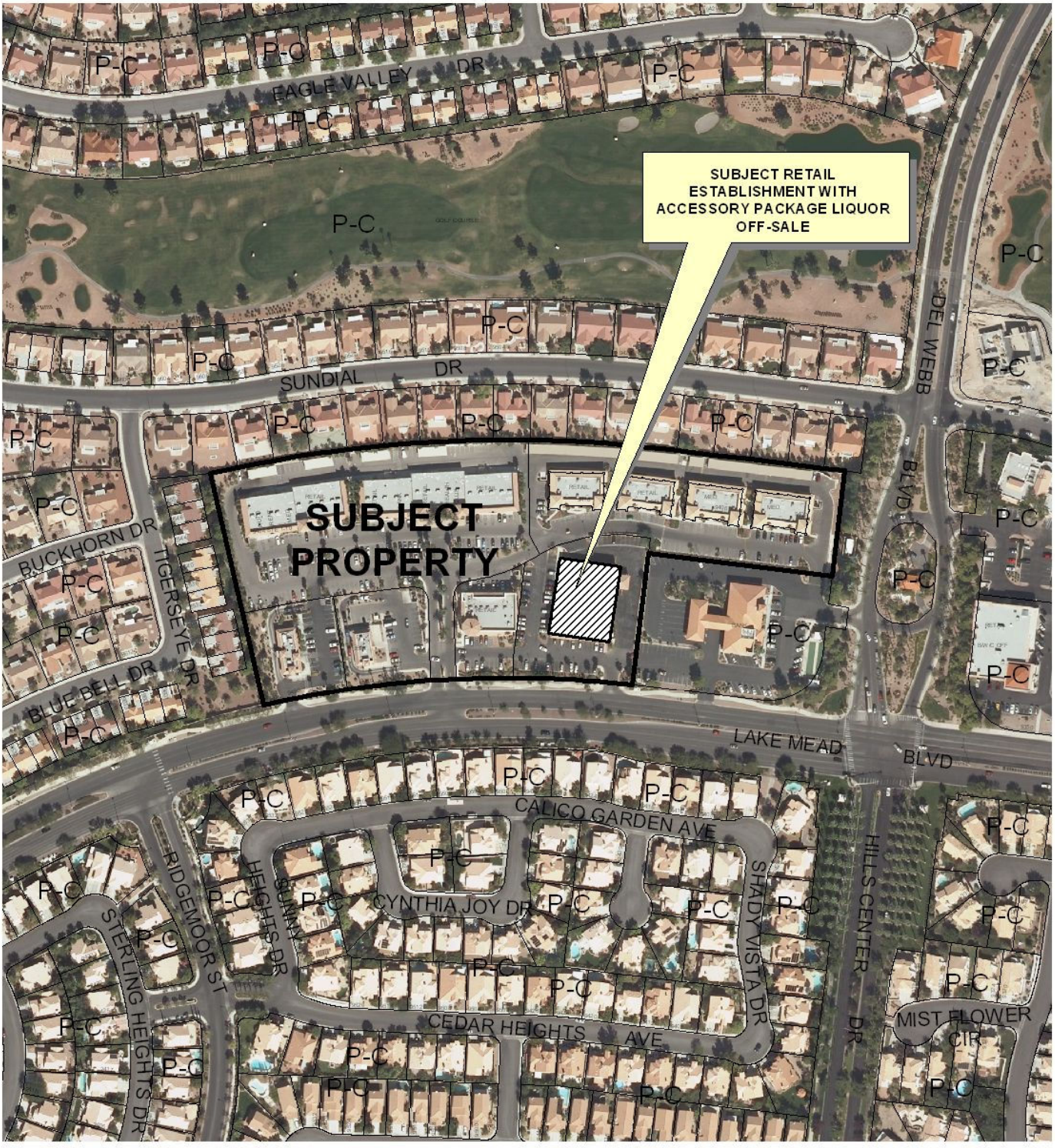
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37566
5. City Council Approval Letter for EOT-41832
6. Justification Letter



CASE: EOT-45200

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



0 200 400 Feet

CASE: EOT-45200

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 20, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: A&M LAKE MEAD, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-45200	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-45200 CONDITIONS

Planning

1. This Special Use Permit (SUP-37566) shall expire on May 19, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-37566) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a drug store with previous approval for a Special Use Permit (SUP-37566) for accessory package liquor off-sale within an existing retail establishment located at 9420 West Lake Mead Boulevard. There has been a new entitlement for a thrift store to the northwest of the subject site. The applicant is requesting an extension of time to complete the required paperwork for a business license for the intended use.

Though a new entitlement has been approved in the surrounding area, staff finds that the proposed project will not negatively affect that property; therefore, is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/03/87	The City Council approved a request for Rezoning (Z-0044-87) from N-U (Non-Urban) to PC (Planned Community) of property generally located between Lake Mead Boulevard and Summerlin Parkway west of Rampart Boulevard. Additionally, the City Council approved a request for a Review of the Development Plan for Sun City [Z-0044-87(A)] and an amendment to the Summerlin Development Standards [Z-0044-87(B)]. The Planning Commission recommended approval.
05/19/10	The City Council approved a request for a Special Use Permit (SUP-37566) for a 79 square-foot accessory package liquor off-sale within an existing 13,905 square-foot retail establishment at 9420 West Lake Mead Boulevard. The Planning Commission and staff recommended approval.
07/06/11	The City Council approved a request for an Extension of Time (EOT-41832) of a previously approved Special Use Permit (SUP-37566) for a 79 square-foot accessory package liquor off-sale within an existing 13,905 square-foot retail establishment at 9420 West Lake Mead Boulevard. Staff recommended approval.

Most Recent Change of Ownership	
05/23/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/23/97	A business license (C05-01841) was issued for Tobacco Sales at 9420 West Lake Mead Boulevard. The license was renewed on 10/05/99 and remains active.
	A business license (D11-00148) was issued for a Drug Store at 9420 West Lake Mead Boulevard. The license was renewed on 10/05/99 and remains active.
07/18/08	A business license (P55-00139) was issued for a Pharmacy Firm at 9420 West Lake Mead Boulevard. The license remains active.
04/20/10	A business license (G50-07816) was issued for a DVD Rental Kiosk at 9420 West Lake Mead Boulevard. The license remains active.
There have not been any recent building permits issued for the subjects site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/02/12	Staff conducted a field check of the subject site and found the area surrounding the business neat and clean in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	1.39

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	SC (Service Commercial)	P-C (Planned Community)
North	Retail Establishment	SC (Service Commercial)	P-C (Planned Community)
South	Single Family Residences	ML (Medium-Low Density Residential)	P-C (Planned Community)

East	Financial Institution-General	SC (Service Commercial)	P-C (Planned Community)
West	Retail Establishment	SC (Service Commercial)	P-C (Planned Community)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Summerlin	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-37566) for a 79 square-foot accessory package liquor off-sale within an existing 13,905 square-foot retail establishment located at 9420 West Lake Mead Boulevard. There has been a new entitlement for a thrift store to the northwest of the subject site.

Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a business license for the intended use.

FINDINGS

The Special Use Permit (SUP-37566) has not been exercised in accordance with the requirements of Title 19.16.110 as a business license has not yet been issued. The applicant is requesting an extension of time to complete the required paperwork for a business license for the intended use. Though a new entitlement has been approved in the surrounding area, staff finds that the proposed project will not negatively affect that property, and is therefore recommending approval with a one-year time limit.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-45200 APN: 138-18-821-005

Name of Property Owner: A & M Lake Mead LLC

Name of Applicant: Walgreen Co.

Name of Representative: Kolesar & Leatham

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

STATE OF California

COUNTY OF Los Angeles

Signature of Property Owner: _____

Print Name: ALBERT GHIAM

Subscribed and sworn before me

This 16th day of April, 2012

_____

Notary Public in and for said County and State

RAVINDER BHALLA
COMM. #1859682
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires August 28, 2013

RECEIVED
APR 23 2012

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 9420 W. Lake Mead Blvd., Las Vegas, Nevada

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 138-18-821-005 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing P-C proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.39 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER A & M Lake Mead LLC **Contact** Albert Ghiam

Address 23462 Palm Drive **Phone:** 818-225-2253 **Fax:** _____

City Calabasas **State** CA **Zip** 91302

E-mail Address _____

APPLICANT Walgreen Co. **Contact** Erin L. Neff, Esq.

Address 104 Wilmot Rd., MS #1434 **Phone:** 847-315-2698 **Fax:** 847-315-4660

City Deerfield **State** IL **Zip** 60015

E-mail Address erin.neff@walgreens.com

REPRESENTATIVE Kolesar & Leatham **Contact** Benjamin J. Volmer, Esq.

Address 400 S. Rampart Blvd., Ste 400 **Phone:** 702-362-7800 **Fax:** 702-362-9472

City Las Vegas **State** NV **Zip** 89145

E-mail Address _____

STATE OF California
COUNTY OF Los Angeles

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ALBERT GHIAM

Subscribed and sworn before me

This 16th day of APRIL, 2012.

_____

Notary Public in and for said County and State

RAVINDER BHALLA
COMM. #1859682
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires August 28, 2013

RECEIVED
APR 23 2012

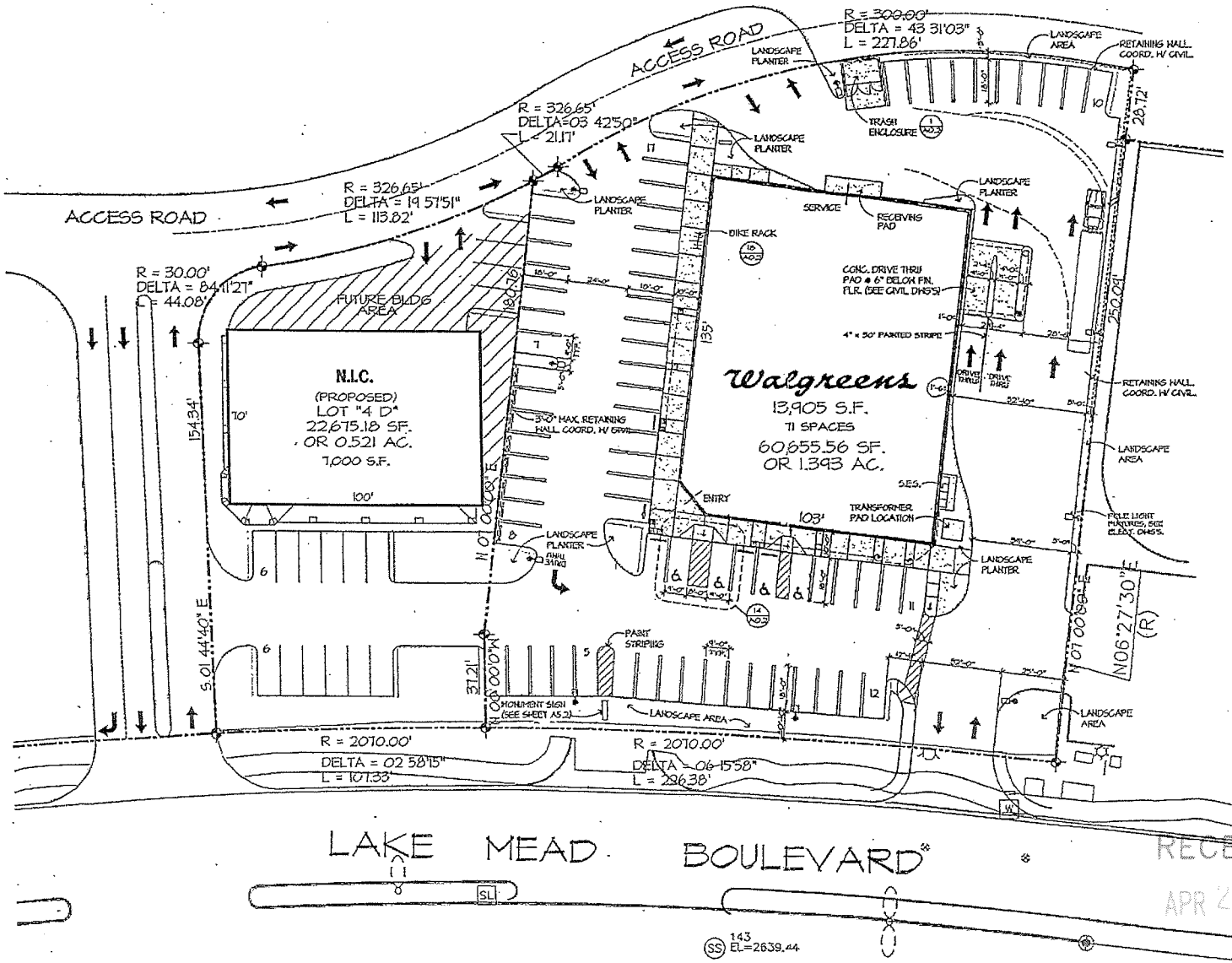
FOR DEPARTMENT USE ONLY

Case #	EOT-45200
Meeting Date:	6/20/12
Total Fee:	$ 300.00
Date Received:*	4/23/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



SITE PLAN
SCALE: 1" = 30'-0"

RECEIVED
APR 23 2012

EOT-45200

705 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

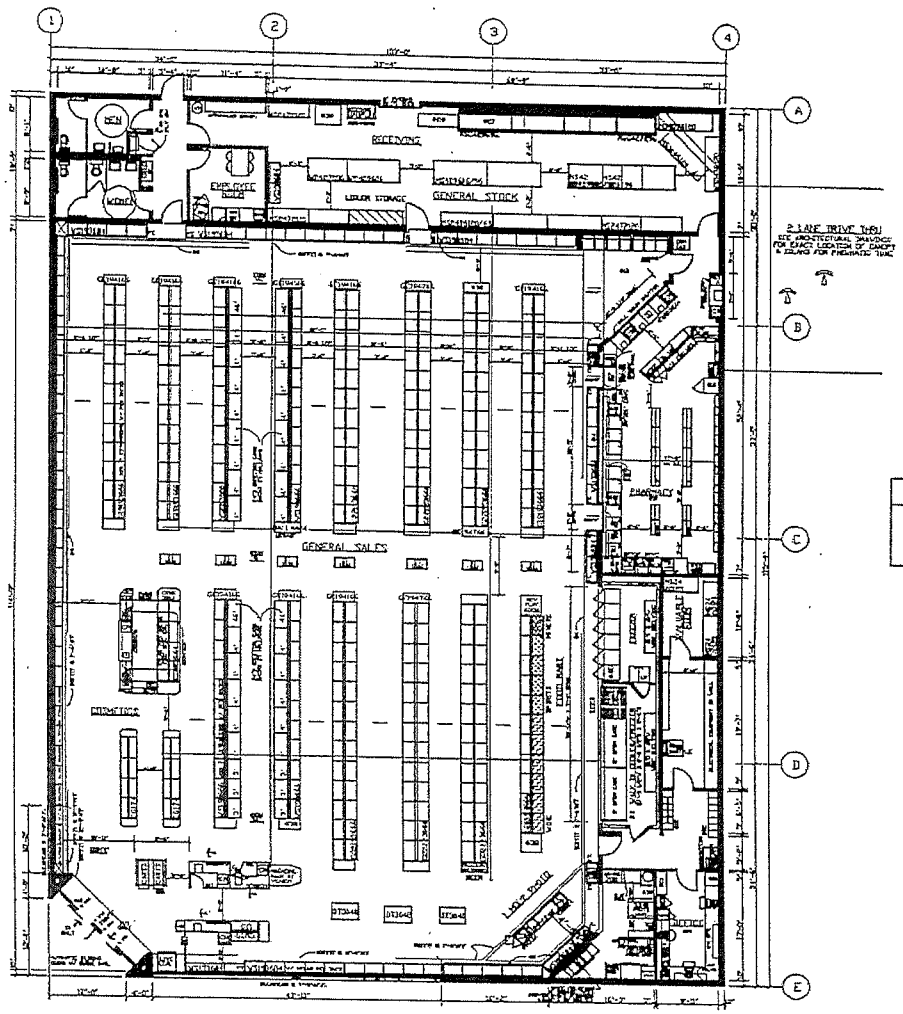
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX IS SIGNED BY MY HAND AND SEAL.

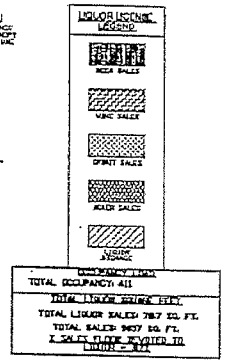
STORE NUMBER 04242

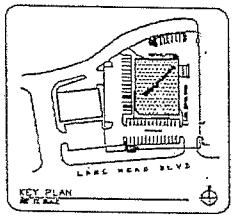
PROJECT NAME
WALGREENS STORE
9420 W LAKE MEAD BLVD
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT:
VOID PLOT:
SCALE: 1"=30'-0"
DRAWN BY:
DATE: 11-15-09
DRAWING NO.
A0.1







FOR REFERENCE ONLY, SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN.

INTERIOR HANGING SIGNS

GENERAL NOTES

EXECUTIVE APPROVAL		DATE
DIST. VICE PRESIDENT SALES STORE OPERATIONS	S. KAUSS	10-4-11
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	M. REID	10-18-11
VICE PRESIDENT SALES STORE OPERATIONS	J. KARLEN	10-6-11
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J. KAPP	10-4-11

Walgreens

FACILITIES PLANNING AND DESIGN
104 WILMOT ROAD
DEERFIELD, IL 60015
847-914-2500

PROJECT DATA

TYPE		MEDICAL SALES		FOOD MART	
NEW LOCATION	☒	PHARMACY	☒	BEER	
DRIVE-THRU/DRIVE-IN		LIQUOR		SECURITY	
REMODEL		24 HOUR PHONE		24 HOUR STORE	

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL GSF/DTG	NEW
DRY GOODS	EXIST					
	NEW		9657	1341	10998	10998
GROCERY	EXIST					
	NEW					
MEDICAL	EXIST					
	NEW					
PHARMACY	EXIST					
	NEW		2121			2121
BEAUTY	EXIST					
	NEW					
PHOTO PROCESSING	EXIST					
	NEW					
PET & HABITAT	EXIST					
	NEW		984			984
FOOD MART	EXIST					
	NEW		708			708
TOTAL	EXIST					
TOTAL	NEW	19968	1341	1196		13705

TOTAL AREA FIRST FLOOR 13705 SQ. FT.
TOTAL AREA OTHER LEVELS 0.00 FT.
GROSS AREA INCLUDING MEZZANINES AND ALL LEVELS 13705 SQ. FT.
NO. SHELVING LINEAL FEET 97 LIN. FT.
NO. SQUARE FOOT AREA 708 SQ. FT.

FIXTURE MANUFACTURER

REGISTER FIXTURES ☐ | MERCHANDISE FIXTURES ☐ | LOCKER/STOREFRONT ☒

REVISIONS

NO.	DATE	BY	DESCRIPTION	CONST.
01	5-26-11	CB	REVISE 31 FOR NO. TYPES	

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF NEVADA.
LICENSE NUMBER 13 EXPIRATION DATE 12-31-12
SIGNATURE AND SEAL

PROJECT NAME

DEL WEBB AND LAKE MEAD
LAS VEGAS, NV

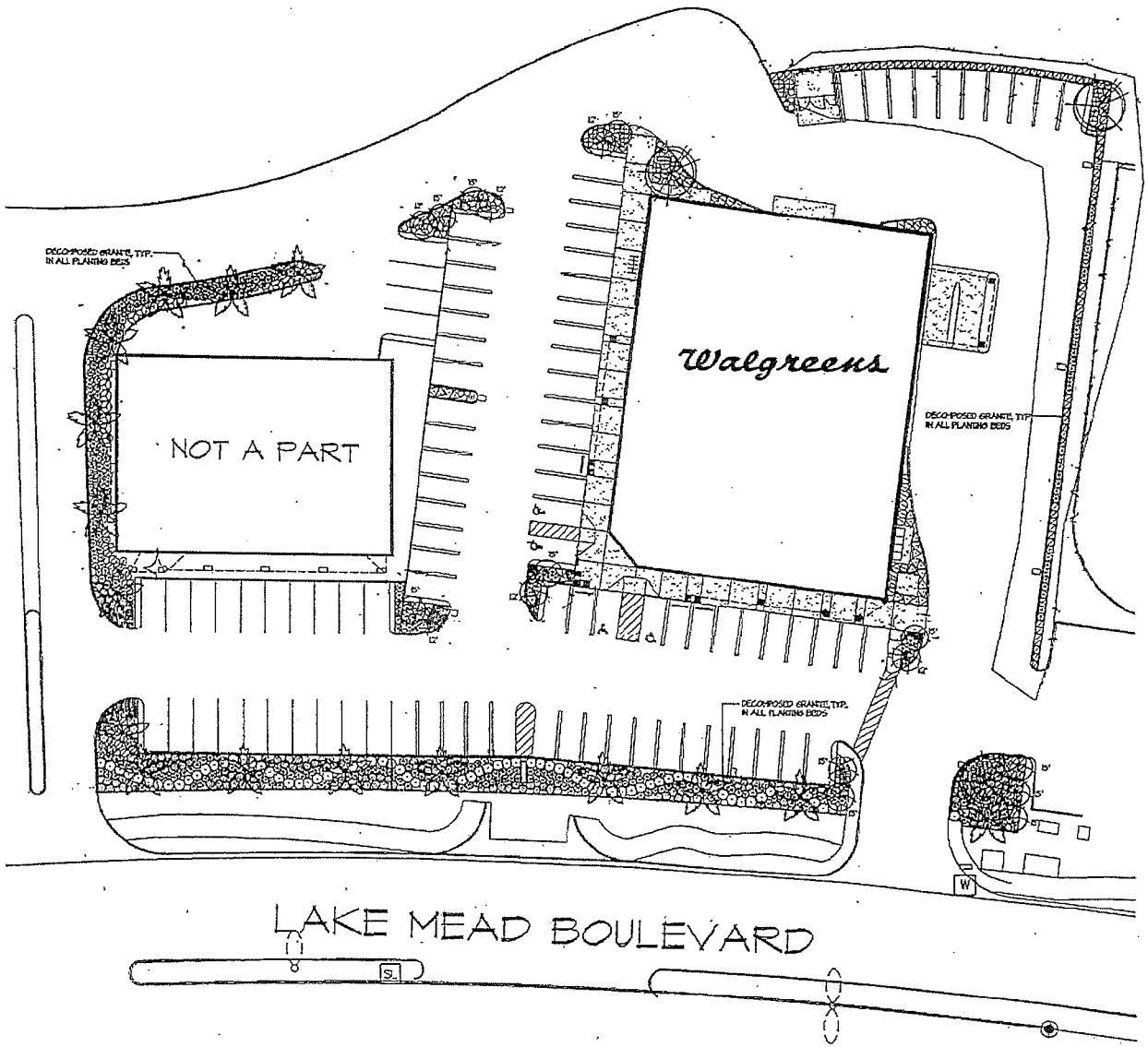
DRAWING TITLE

FIXTURE PLAN

DATE 10-6-11 | STORE NO. | DRAWING NO. D1
DRAWN BY S. BOYKO | CONTRACT | SHEET
CHKD PLOT ENGINEER | ISSUED FOR CONSTRUCTION
VOID PLOT SUPERVISOR | RELEASED TO CONSTRUCTION | OF

RECEIVED
APR 23 2012

EOT-45200



LANDSCAPE PLANTING PLAN

SCALE: 1" = 20'-0"

Walgreens

FACILITIES PLANNING, DESIGN, & ENGINEERING
100 WILMOT ROAD
DEERFIELD, IL 60015-5616

NO.	DATE	BY	DESCRIPTION	CONT

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AND SIGNED BY MY HAND AND SEAL.

STORE NUMBER 04242

PROJECT NAME
WALGREENS STORE
9420 W LAKE MEAD BLVD
LAS VEGAS, NV

DRAWING TITLE
LANDSCAPE PLAN

CADD PLOT:	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN CCC	L1

SHEET | OF | DWGS.

EOT-45200

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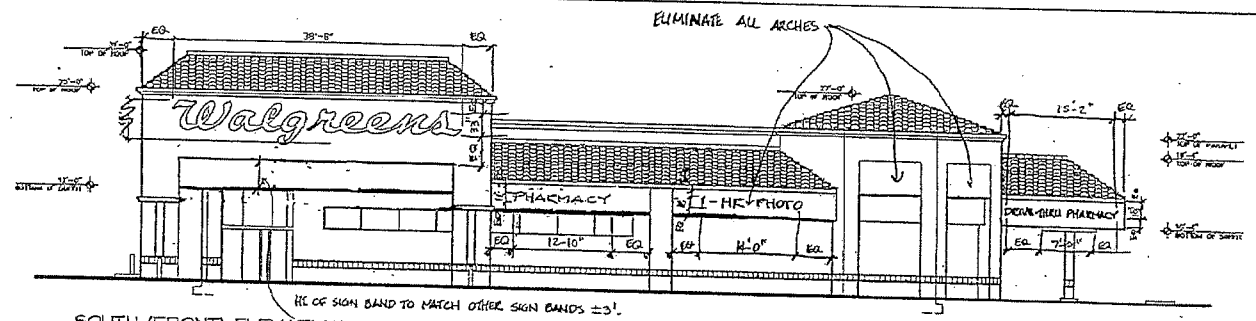
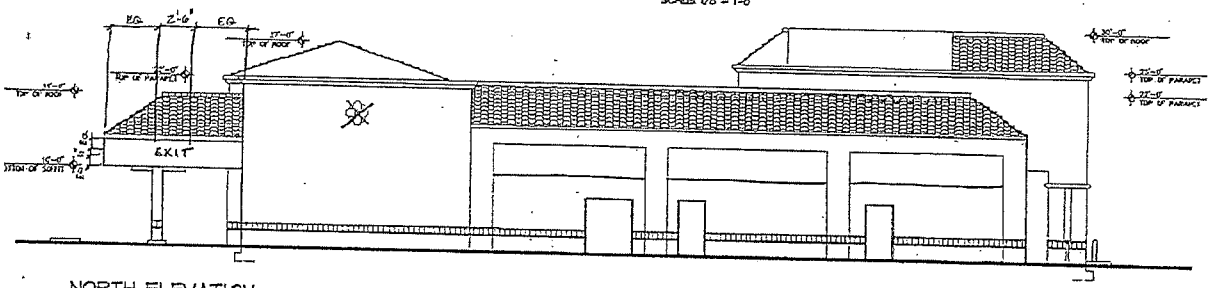
APR 23 2012



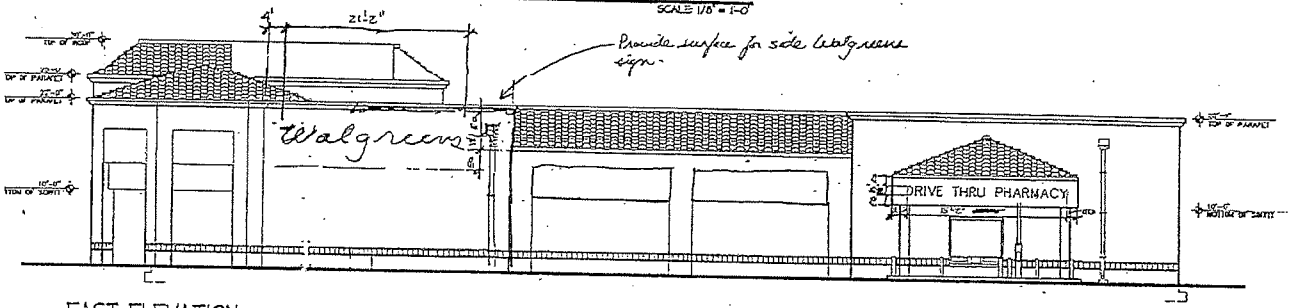
SOUTH (FRONT) ELEVATION

SCALE: 1/8" = 1'-0"



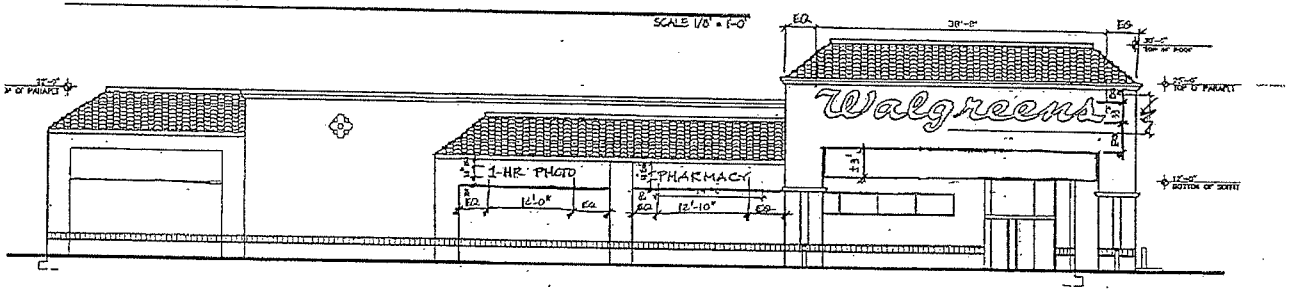
NORTH ELEVATION

SCALE 1/8" = 1'-0"



EAST ELEVATION

SCALE 1/8" = 1'-0"



WEST ELEVATION

SCALE 1/8" = 1'-0"

Walgreens

FACILITIES PLANNING, DESIGN, & ENGINEERING
1661 WILMOT ROAD
DEERFIELD, IL 60015-4816

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXXX AS EVIDENCED BY MY HAND AND SEAL.

STORE NUMBER 04242

PROJECT NAME
WALGREENS STORE
9420 W LAKE MEAD BLVD
LAS VEGAS, NV

DRAWING TITLE
EXTERIOR ELEVATIONS

CADD PLOT: | SCALE: AS SHOWN | DRAWING NO.

A2.1

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APR 2 3 2017

EOT-45200

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

May 20, 2010

Mr. Albert Ghiam
A&M Lake Mead, LLC
23462 Palm Drive
Calabasas, California 91302

RE: SUP-37566 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 19, 2010

Dear Applicant:

The City Council at a regular meeting held May 19, 2010, APPROVED the request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 20, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. All signage shall comply with Title 19.14 and the Sun City Summerlin Development Standard.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0014-08-09

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EOT-45200

Printed with environmentally friendly soy ink.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Rebecca Lidskin
Walgreen Company
104 Wilmot Road, MS #1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
300 South Fourth Street, Suite #1700
Las Vegas, Nevada 89101

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

July 7, 2011

Mr. Albert Ghiam
A&M Lake Mead, LLC
23462 Palm Drive
Calabasas, California 91302

RE: EOT-41832 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JULY 6, 2011

Dear Mr. Ghiam:

The City Council at a regular meeting held July 6, 2011, APPROVED the request for a Minor Site Development Plan Review of a previously approved Special Use Permit (SUP-37566) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 9420 West Lake Mead Boulevard (APN 138-18-821-005), P-C (Planned Community) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 7, 2011. This approval is subject to:

Planning

1. This Special Use Permit (SUP-37566) shall expire on May 19, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-37566) and all other site related actions as required by the Department of Planning and Department of Public Works.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Rebecca Lidskin
Walgreen Company
104 Wilmot Road, MS #1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
300 South Fourth Street, Suite #1700
Las Vegas, Nevada 89101

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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APR 23 2012
EOT-45200

KOLESAR & LEATHAM
ATTORNEYS AT LAW
400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800
klnevada.com

April 23, 2012

Via Hand-Delivery

City of Las Vegas
Department of Planning & Development
333 North Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter for Extension of Time of Special Use Permit (SUP #37566)

Applicant:	**Walgreen Co. d/b/a Walgreens #04202**
APN:	**138-18-821-005**
Business Address:	**9420 W. Lake Mead Blvd.**
	Las Vegas, NV 89134

Dear Sir/Madam:

This firm represents Walgreen Co. dba Walgreens #04242 (the "Applicant") at the above-referenced business location (the "Business"). Enclosed for processing, please find the Applicant's Extension of Time Application for Special Use Permit #37566 (the "SUP"), which includes the following:

1) Application/Petition Form;
2) Statement of Financial Interest;
3) Grant, Bargain and Sale Deed and Legal Description;
4) Copies of Previous Approval Letters;
5) Copy of Floor Plan and Site Plan; and
6) Check in the amount of $300 in payment of the required filing fees.

The Applicant respectfully requests an Extension of Time of the SUP for the addition of accessory "off-sale" package liquor at the Business. The SUP was originally approved by the Las Vegas City Council on May 19, 2010, subject to a one-year expiration unless the use was exercised. The Las Vegas City Council subsequently granted an Extension of Time of the SUP on July 6, 2011 which expires on May 19, 2012 unless another Extension of Time is granted by the City Council.

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EOT-45200

The Applicant is currently in the process of preparing an application to add a Package Liquor License at the Business. As such, the Applicant requests an extension of the approval of the SUP for one additional year to allow adequate time to obtain the Package Liquor License.

The Business is currently operating and licensed as a drug store in a P-C zoning district. The Business will continue to provide a benefit to the community and the neighboring businesses in the surrounding area. As an anchor tenant and national retail brand, the Business draws customer traffic to the neighboring businesses in the community.

The introduction of package alcoholic beverage sales at the Business will not adversely affect the environment or character of the immediate community, nor will it have a detrimental impact on adjacent properties. As a retail drug store and pharmacy, the proposed use is harmonious and compatible with adjacent development and with existing land uses in the immediate vicinity. There are other businesses in the general area that sell alcoholic beverages and, as such, the proposed use is not unique to the area.

We do not believe that any additional public services, utilities, parking accommodations or waivers will be necessary to accommodate the proposed used at the Business. Further, the approval of the request for an Extension of Time will not be inconsistent with or compromise the public health, safety and welfare of the overall objectives of the General Plan. There is adequate employee and customer parking available at the Business and the site provides adequate pedestrian and vehicle ingress/egress to and from the Business from Lake Mead Boulevard.

In the event you have any questions with regard to the foregoing, please do not hesitate to contact us. Thank you.

Very truly yours,

KOLESAR & LEATHAM

Benjamin J. Volmer, Esq.

BJV:klm
Enclosures – as stated
cc: Erin L. Neff, Esq. (w/encls.)
Matthew D. Saltzman, Esq. (w/o encls.)
Dianne M. Sheridan, Paralegal (w/o encls.)

EOT-45200

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 20, 2012

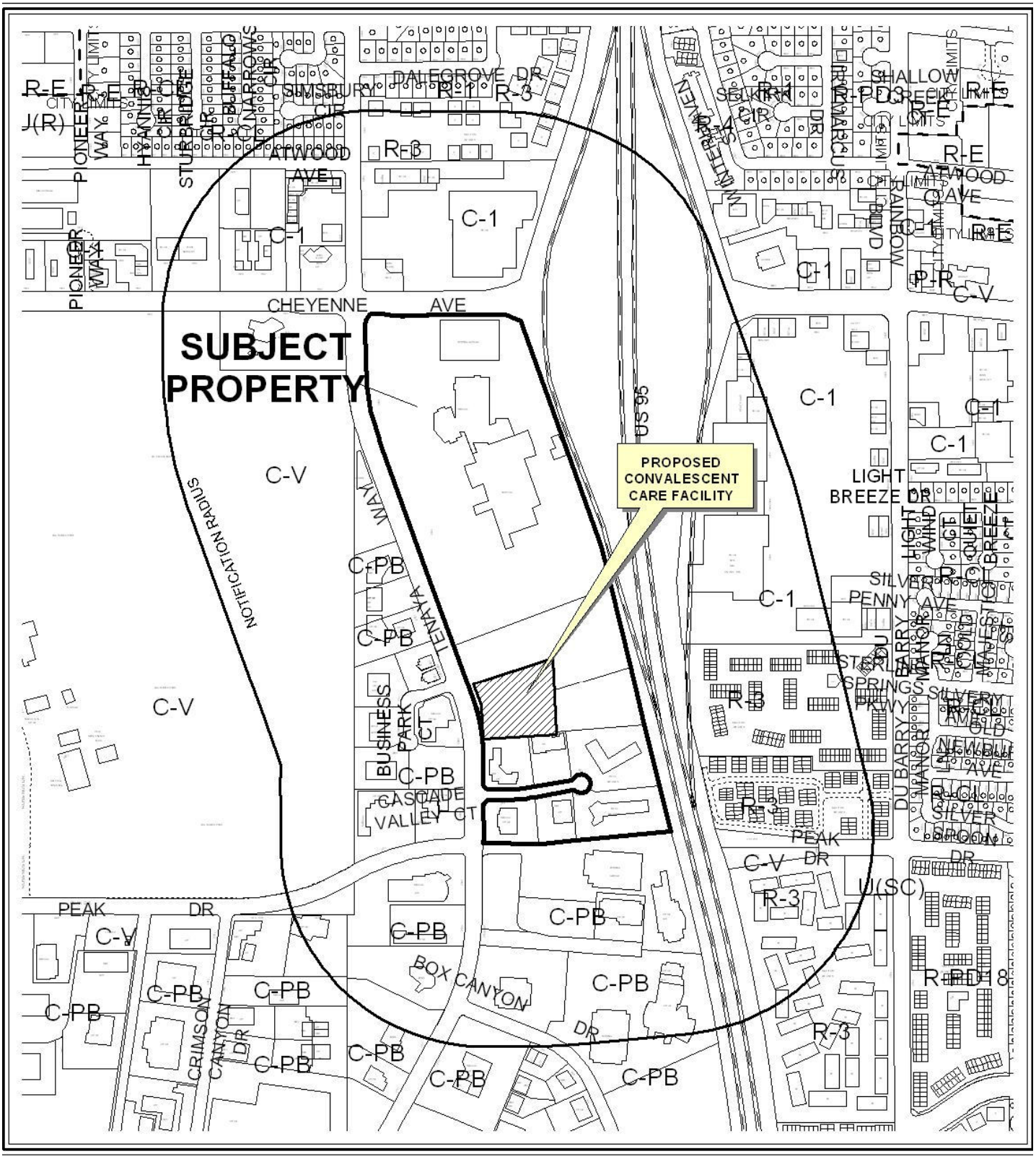
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-44908 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: THE BOYER COMPANY - OWNER: CITY PARKWAY V, INC. - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 38-BED, 33,515 SQUARE-FOOT CONVALESCENT CARE FACILITY/NURSING HOME AND A WAIVER TO ALLOW A ZERO LANDSCAPE BUFFER ALONG A PORTION OF THE EAST PERIMETER WHERE EIGHT FEET IS REQUIRED on a 2.7-acre portion of a 8.49-acre lot adjacent to the east side of Tenaya Way, approximately 370 feet north of Peak Drive (APN 138-15-612-012), C-PB (Planned Business Park) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

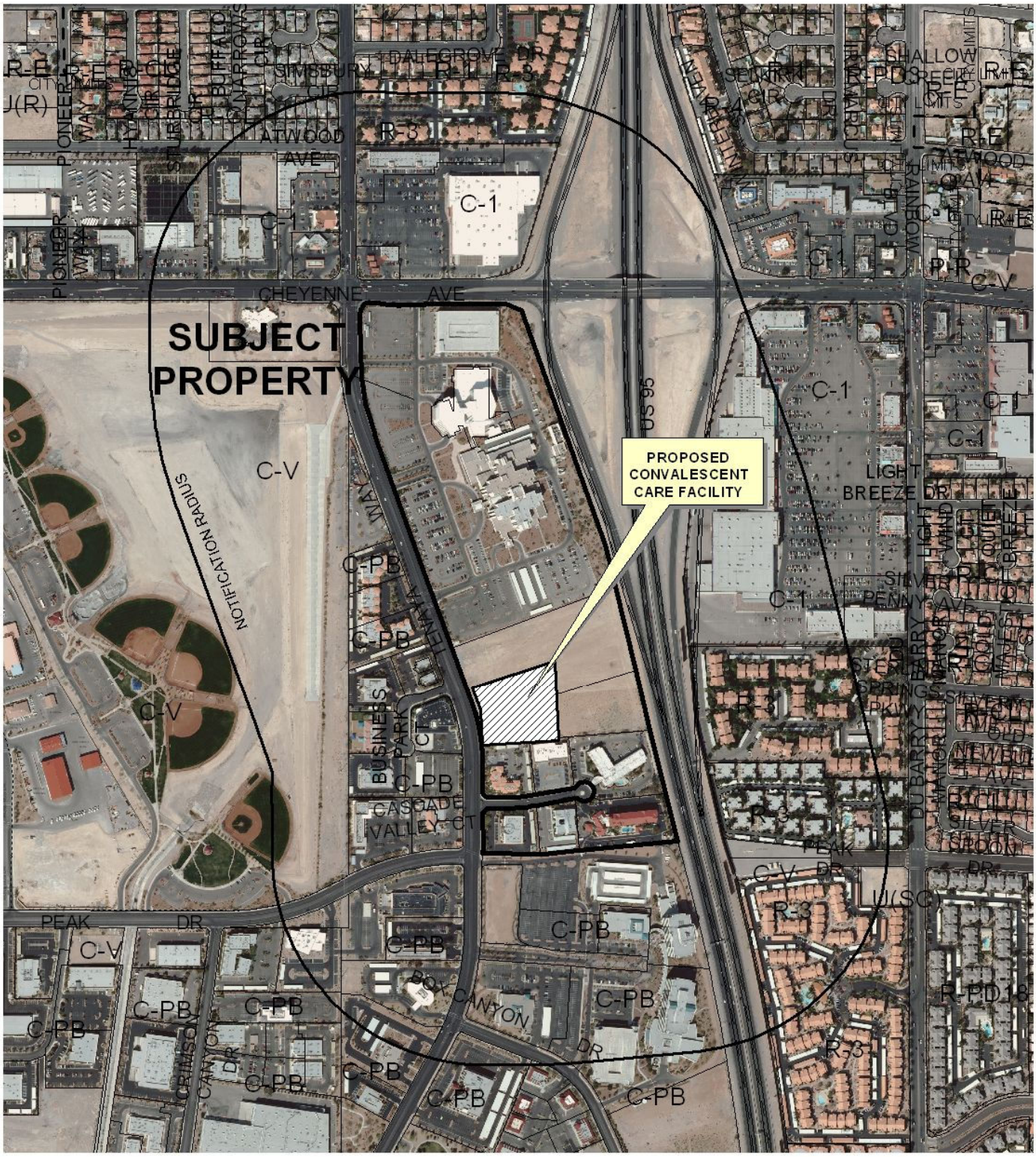
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the May 8, 2012 Planning Commission Meeting Item – SDR-44908



CASE: **SDR-44908**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)



0 600 1200 Feet

CASE: **SDR-44908**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 20, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: THE BOYER COMPANY - OWNER: CITY PARKWAY V, INC.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-44908	Staff recommends APPROVAL, subject to conditions:	

THIS ITEM WAS HELD IN ABEYANCE FROM THE JUNE 6, 2012 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

**** CONDITIONS ****

SDR-44908 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 03/22/12, except as amended by conditions herein.

3. A Waiver from Title 19.08 is hereby approved, to allow a zero foot landscape buffer along a portion of the east perimeter where a minimum of eight feet is required.

4. An Exception from Title 19.08 is hereby approved, to allow seven trees along the east perimeter landscape buffer where 12 are required.

5. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to create a new legal lot. The mapping action shall be completed and recorded prior to the issuance of any building permits.

6. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 03/22/12. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

7. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan: to add an additional four 24-inch box trees and 16 five-gallon shrubs to the south perimeter landscape buffer.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the FAA and/or the Clark County Department of Aviation of the following:
    - Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a “Property Owner’s Shielding Determination Statement” and request written concurrence from the Clark County Department of Aviation;
    - No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA’s 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
    - Applicant is advised that FAA’s airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
    - Applicant is advised that the FAA’s airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Construct all incomplete half-street improvements (sidewalk) on Tenaya Way adjacent to this site concurrent with development of this site. Additionally, construct a raised median island, as approved by the City Traffic Engineer, in Tenaya Way creating right in/out access at the proposed driveway accessing this site from Tenaya Way.

14. In accordance with code requirements of Title 13.16 and 13.56, remove all substandard improvements and replace with new improvements meeting current City Standards as directed by the City Engineer concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

15. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

16. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed models.

18. No trees or vegetation over three feet tall shall be allowed within 20 feet of the east property line, which is an existing public sewer easement per Plat Book 38, Page 91.

19. A Record of Survey Map and deed transfer is required to create the proposed parcel limits prior to the issuance of any permits for this site.

20. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to build a new 38-bed, 33,515 square foot Convalescent Care Facility/Nursing Home on Tenaya Way in the Las Vegas Technology Park. This is a permitted use in the C-PB (Planned Business Park) district. Staff supports the requested application with conditions. If denied, no building permits could be issued without a new Site Development Plan Review application being reviewed and approved.

ISSUES

- The Department of Public Works will require a raised median that will prevent left turns from southbound traffic on Tenaya Way onto the project site in order to accommodate the proposed driveway location.
- A new legal lot is being created and separated from the existing one lot commercial subdivision.
- A Waiver is required to allow a zero-foot landscape buffer along a portion of the east perimeter where eight feet is required. Staff supports this request due to the unique shape of the parcel.
- An Exception is required to allow 7 perimeter trees where 12 are required along the east. Staff supports this request due to the additional trees included throughout the site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/15/84	The City Council approved Annexation (A-0015-84) of the site as part of a larger 1,000 acre request south of Cheyenne Avenue and west of Lorenzi Boulevard under Ordinance #3143. Staff recommended approval. Effective date of 12/06/84.
11/20/85	The City Council approved a Rezoning (Z-0068-85) to C-PB (Planned Business Park) District for this site as part of a larger request. The Planning Commission and staff recommended approval.
05/08/12	The Planning Commission voted to recommend APPROVAL.

Most Recent Change of Ownership	
06/07/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No relevant permits or business licenses are on file for this site.

Pre-Application Meeting	
03/13/12	Staff reviewed the Site Development Plan Review application requirements with the applicants. Traffic indicated that the proposed driveway was not acceptable. Staff agreed to work with the applicant to find an alternative.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/29/12	Staff visited the site and found a clean, undeveloped parcel.

Details of Application Request	
Site Area	
Net Acres	2.7

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
North	Hospital	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
South	Offices, Medical or Dental	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
East	Undeveloped	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
West	Offices, Medical or Dental	LI/R (Light Industry/Research)	C-PB (Planned Business Park)

Master Plan Area	***Yes***	***No***	***Compliance***
Technology Center	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District 140 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following Development Standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	261 Feet	Y
Min. Setbacks			
• Front	20 Feet	40 Feet	Y
• Side	10 Feet	15 Feet	Y
• Corner	20 Feet	N/A	N/A
• Rear	15 Feet	15 Feet	Y
Max. Lot Coverage	50%	29%	Y
Max. Building Height	Six stories or 100 feet	1 Story, 21 feet	Y
Trash Enclosure	Screened, gated	Screened, gated	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	14 Trees	18 Trees	Y
• South	1 Tree / 30 Linear Feet	13 Trees	9 Trees	N
• East	1 Tree / 30 Linear Feet	12 Trees	7 Trees	N
• West	1 Tree / 30 Linear Feet	8 Trees	10 Trees	Y
TOTAL PERIMETER TREES		**47 Trees**	**44 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	18 Trees	22 Trees	Y

YK

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width			
• North	8 Feet	10 Feet	Y
• South	8 Feet	10 Feet	Y
• East	8 Feet	0 Feet	N
• West	15 Feet	25 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Tenaya Way	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Convalescent Care Facility/ Nursing Home	33,515 SF	1:6 beds, plus for each employee on largest shift, plus 3 for medical	49				
TOTAL SPACES REQUIRED			49		59		Y
Regular and Handicap Spaces Required			47	2	56	3	Y

Waiver		
Requirement	***Request***	***Staff Recommendation***
To provide an eight-foot landscape buffer along interior lot lines adjacent to commercial property.	To allow a zero-foot landscape buffer along a portion of the east perimeter.	Approval

YK

Exception		
Requirement	***Request***	***Staff Recommendation***
Provide 12 24" box trees in the east perimeter landscape buffer area.	To provide seven 24" box trees in the east perimeter landscape buffer area.	Approval

ANALYSIS

The applicant is proposing to build a new 38-bed Convalescent Care Facility to meet the needs of patients that have had hip and knee replacement surgery at the adjacent hospital. This facility is designed to meet all development standards established for the C-PB (Planned Business Park) zoning district with the exception of a minor Waiver of the east perimeter landscape buffer width. Staff supports the request due to the unique shape of the parcel and the minor nature of the request. Currently, this site is part of a one lot commercial subdivision. However, the applicant is requesting to create a separate legal lot, which will require the development to install the north and east perimeter landscape buffers. A condition has been added to address the remapping issue.

The proposed driveway location is not ideal due to the slight curve in the Tenaya Way right-of-way and the numerous existing driveways in the area. To reduce cross traffic congestion, staff is requiring a raised median on Tenaya Way to be installed along the project's frontage. This would prevent left turns from southbound Tenaya way traffic. A condition has been added to address this concern.

Comments received from the Clark County Department of Aviation included the following:

> Federal Aviation Regulations (Title 14, Part 77) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure greater than 200 feet in height (§ 77.13(a)(1)) or that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway greater than 3,200 feet in length (§ 77.13 (a)(2)(i)). Such notification allows the FAA to determine what impact, if any, the proposed development will have upon navigable airspace, and allows the FAA to determine whether the development requires obstruction marking or lighting.
>
> The proposed development will exceed the 100:1 notice requirement for the North Las Vegas Airport (VGT). Therefore, as required by 14 CFR Part 77, the FAA must be notified of the proposed construction or alteration.

A condition of approval has been added to address this issue.

The proposed Convalescent Care Facility/Nursing Home use is permitted in the C-PB (Planned Business Park) district. An Exception has been requested to reduce the required number of east side perimeter trees by five. Staff supports this request since additional trees are being provided on the site adjacent to the east perimeter. The overall number of tress provided is greater than the minimum required along the perimeter.

FINDINGS (SDR-44908)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development as conditioned will be compatible with development in the Las Vegas Technology Center.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The project is consistent with the Light Industry/Research category policies of the General Plan and the zoning regulations of the C-PB (Planned Business Park) zoning district as conditioned.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Principal access to the site will be Tenaya Way, designated a Secondary Collector (80-foot right-of-way) per the Master Plan of Streets and Highways. This street has adequate capacity to serve the proposed development.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building and landscape materials are appropriate for the area and are harmonious with the surrounding developments.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

As conditioned, the proposed elevations are appropriate for the intended use and present a development that will be compatible with the surrounding area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

The proposed development will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety, and welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 227 (By City Clerk)

APPROVALS 2

PROTESTS 0

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-44908** APN: 138-15-612-012 (portion of)

Name of Property Owner: City Parkway V, INC.

Name of Applicant: The Boyer Company

Name of Representative: Same as Above

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Elizabeth N Fretwell

Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 20 day of March, 2012

Kim Barrera

Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) East side of Tenaya Way, Approx. 255' North of Cascade Valley Ct

Project Name Advanced Health Care Corporation **Proposed Use** Convalescent Care

Assessor's Parcel #(s) 138-15-612-012 (portion of) **Ward #** 1

General Plan: existing LI/R proposed N/A **Zoning:** existing C-PB proposed N/A

Commercial Square Footage 33,515 SF **Floor Area Ratio** _____

Gross Acres Approx. 2.7 Acres **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER City Parkway V, INC. **Contact** Elizabeth N. Fretwell

Address 495 S. Main St **Phone:** (702) 229-6501 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

APPLICANT The Boyer Company **Contact** Nate Swain

Address 90 S. 400 West, suite 200 **Phone:** (801) 521-4781 **Fax:** (801) 366-7103

City Salt Lake City **State** UT **Zip** 84101

E-mail Address nswain@boyercompany.com

REPRESENTATIVE Same as Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Elizabeth Fretwell

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Elizabeth N. Fretwell

Subscribed and sworn before me

This 20 day of March, 20 12.

Kim A Barrera

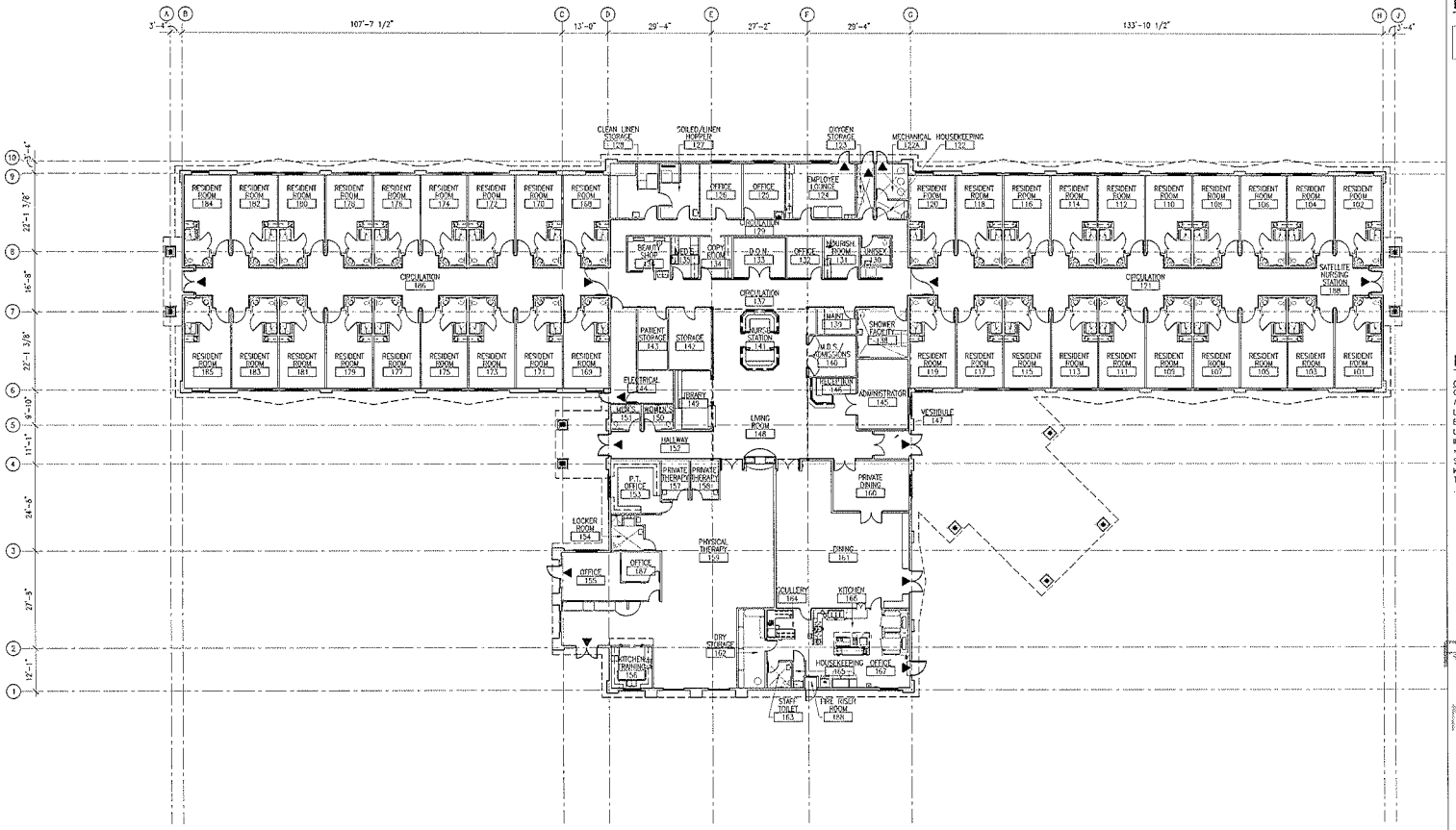
Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

FOR DEPARTMENT USE ONLY

Case #	SDR-44908
Meeting Date:	5-8-12 PC
Total Fee:	$1,030
Date Received:*	3/21/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



Overall Floor Plan A4
1/16" = 1'-0"

PROJECT NARRATIVE:

THE PROJECT CONSISTS OF A 28,870 S.F. SINGLE STORY STRUCTURE, ASPHALT PARKING LOT, LANDSCAPING, AND SITE IMPROVEMENTS. THE BUILDING WILL FUNCTION AS A SKILLED NURSING FACILITY SPECIALIZING IN SHORT TERM REHABILITATION. THE BUILDING MASSING IS DETERMINED BY THE BUILDING FUNCTION WITH THE PATIENT WINGS FLANKING A CENTRALIZED ADMINISTRATION, PATIENT THERAPY, AND PATIENT DINING FACILITIES. THE PRIMARY BUILDING MATERIALS CONSIST OF STUCCO, STONE VENEER, AND CEMENT TILE ROOFING. THE BUILDINGS STRUCTURAL SYSTEM CONSISTS OF EXTERIOR WOOD BEARING WALLS THAT SUPPORT WOOD TRUSSES. STEEL COLUMNS ARE INCLUDED AT THE HIGH CLERESTORY SPACE IN THE MIDDLE OF THE BUILDING. THE MECHANICAL SYSTEM FOR THE BUILDING CONSISTS OF FURNACE AND CONDENSER UNITS FOR THE SHARED SPACES WHILE INDIVIDUAL LOCALIZED MECHANICAL UNITS PROVIDE CONDITIONED AIR FOR EACH OF THE PATIENT ROOMS. THE BUILDING WILL BE FULLY SPRINKLERED AND MEDICAL GAS (LIQUID OXYGEN) WILL BE PLUMBED TO EACH OF THE PATIENT ROOMS. ALL PATIENT BEDROOMS AND TOILETS, AND ALL PUBLIC USE AND COMMON USE AREAS ARE TO BE DESIGNED AND CONSTRUCTED TO BE ACCESSIBLE (RE: ADAAG CHAPTER 6.1-(2)).

MEDICARE AND MEDICAID CERTIFICATION IS BEING REQUESTED

EQUIPMENT LEGEND:

- APOLLO TUB - (N.I.C.) OWNER PROVIDED, CONTRACTER INSTALLED
- C.C. CRASH CART - (N.I.C.) OWNER PROVIDED
- 75 LB DRYER COMMERCIAL DRYER - (N.I.C.) OWNER PROVIDED AND INSTALLED
- 60 LB WASH COMMERCIAL WASHER - (N.I.C.) OWNER PROVIDED AND INSTALLED
- [RES] WASH RESIDENTIAL WASHER - (N.I.C.) OWNER PROVIDED AND INSTALLED
- [RES] DRY RESIDENTIAL WASHER - (N.I.C.) OWNER PROVIDED AND INSTALLED
- VEND VENDING MACHINE - (N.I.C.) OWNER PROVIDED AND INSTALLED
- ICE ICE MAKER - CONTRACTOR PROVIDED AND INSTALLED
- EXIT
- REF REFRIGERATOR - (N.I.C.) OWNER PROVIDED AND INSTALLED
- DW DISHWASHER - (N.I.C.) OWNER PROVIDED AND INSTALLED
- MWAVE/RANGE RANGE/MICROWAVE - (N.I.C.) OWNER PROVIDED AND INSTALLED

MAXIMUM OCCUPANCY:

OCCUPANCY LOADS AND EXIT REQUIREMENTS:
OCCUPANCY ALLOWANCES, TABLE 1004.1
ASSEMBLY W/O FIXED SEATS - UNCONCENTRATED (TABLES & CHAIRS) = 1 PERSON / 15 S.F. NET
LIBRARY READING ROOM = 1 PERSON / 50 S.F. NET
BUSINESS AREAS: OFFICES / ADMINISTRATIVE AREAS = 1 PERSON / 100 S.F. GROSS
LOCKER ROOM = 1 PERSON / 50 S.F. GROSS
INSTITUTIONAL AREAS: INPATIENT TREATMENT AREA = 1 PERSON / 240 S.F. GROSS; OUTPATIENT AREAS = 1 PERSON / 100 S.F. GROSS
STORAGE / MECHANICAL AREAS = 1 PERSON / 300 S.F. GROSS
KITCHEN = 1 PERSON / 200 S.F. GROSS
TOTAL BUILDING OCCUPANT LOAD NOT INCLUDING RESIDENTIAL AREAS= 217
.2" OF EXIT PER OCCUPANT = 43.4" OF EXIT WIDTH REQUIRED. TABLE 1005.1

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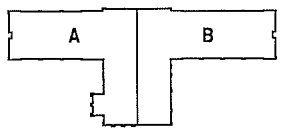

Key Plan A5

THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.
510 South 600 East
Salt Lake City, Utah 84102
P: 801.355.6868
F: 801.355.6880

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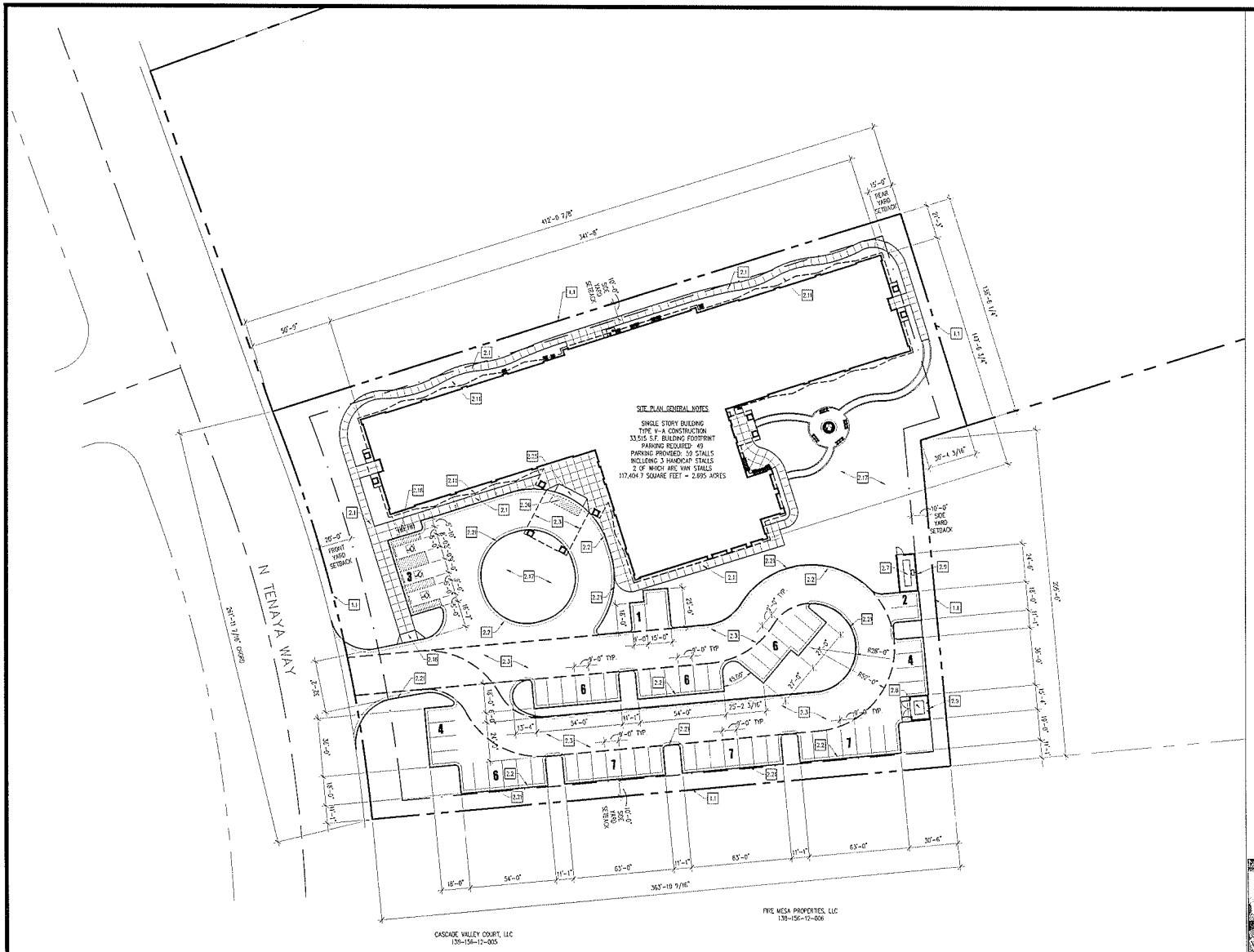
PROJECT:
AHC of Las Vegas II
ATN #138156612003
Las Vegas, NV. 89109

DATE	DESCRIPTION
DATE	DESCRIPTION

Overall Floor Plan
A100

SDR-44908



SITEPLAN KEYNOTES:

DIVISION 1 – GENERAL
1.1 PROPERTY LINE.

DIVISION 2 – SITE WORK / DEMOLITION
2.1 COLORED CONCRETE SIDEWALK TO BE 5'-0" WIDE WITH CONCRETE CONTROL JOINTS @ 5'-0" O.C U.N.O. (COLOR TO BE SELECTED BY OWNER.)
2.2 CONCRETE GUTTER.
2.3 ASPHALTIC PAVING
2.4 10'-6" WIDE LANDSCAPING BED
2.5 BUILDING ENTRANCE MONUMENT SIGN – SEE DETAIL A6/AS110.
2.6 5'-0" DETACHED SIDEWALK.
2.7 GENERATOR.
2.8 DUMPSTER.
2.9 ENCLOSURE TO BE CONSTRUCTED WITH STUCCO (COLOR TO MATCH BUILDING) OVER 8" C.M.U. WALL TO BE 7'-0" HIGH – SEE DETAIL C2/AS110. PROVIDE 6'-0" HIGH SECURITY GATE @ GENERATOR.
2.10 BOLLARD – SEE DETAIL D4/AS110
2.11 LANDSCAPING BED TYP.
2.12 LOADING ZONE
2.13 FIRE HYDRANT.
2.14 HANDICAP ACCESSIBLE PARKING SIGN – SEE DETAIL C3/AS110
2.15 STREETLIGHT PROVIDED AND INSTALLED BY CITY
2.16 5'-0" WIDE CURB CUT
2.17 LANDSCAPING – SEE LANDSCAPE DRAWINGS
2.18 "INVERTED U" TYPE BIKE RACK – SEE DETAIL E4/AS110.
2.19 NEW PARKING LOT LIGHT – SEE ELECTRICAL SHEET ES100
2.20 REMOTE CONDENSING UNIT – SEE MECHANICAL DRAWINGS
2.21 CONCRETE CURB
2.22 "SES" PANEL – SEE ELECTRICAL SHEET ES100
2.23 "TRANSFORMER PAD" – SEE ELECTRICAL SHEET ES100.
2.24 REMOTE CONDENSING UNIT – SEE MECHANICAL SHEETS M201 AND M202
2.25 20'-0" WIDE CURB CUT
2.26 PATIENT LOADING ZONE. COMPLY WITH ICC/ANSI A117.1-2003 SECTION 503.
2.27 START OF 6'-0" TALL WROUGHT IRON VIEWING FENCE (TO BE SELECTED BY OWNER) ABOVE REQUIRED RETAINING WALL.
2.28 END OF 6'-0" TALL WROUGHT IRON VIEWING FENCE (TO BE SELECTED BY OWNER) ABOVE REQUIRED RETAINING WALL.
2.29 START OF NEW 6'-0" HIGH 8" SPLIT FACE TAN BLOCK WALL.
2.30 LANDSCAPE PAVERS – SEE LANDSCAPE DRAWINGS
2.31 ICE MAKER REMOTE CONDENSERS
2.32 3" UNDER CONCRETE ROOF DRAIN PIPES (IF ABLE TO MAINTAIN A 2% SLOPE ANY LESS OF A SLOPE USE A 4" PIPE). MATERIAL AND DESIGN TO BE PROPOSED BY SUBCONTRACTOR FOR APPROVAL BY ARCHITECT

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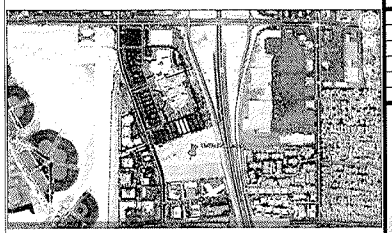
Architectural Site Plan A4
1/16" = 1'-0"



Vicinity Map A5
N.T.S.

THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.
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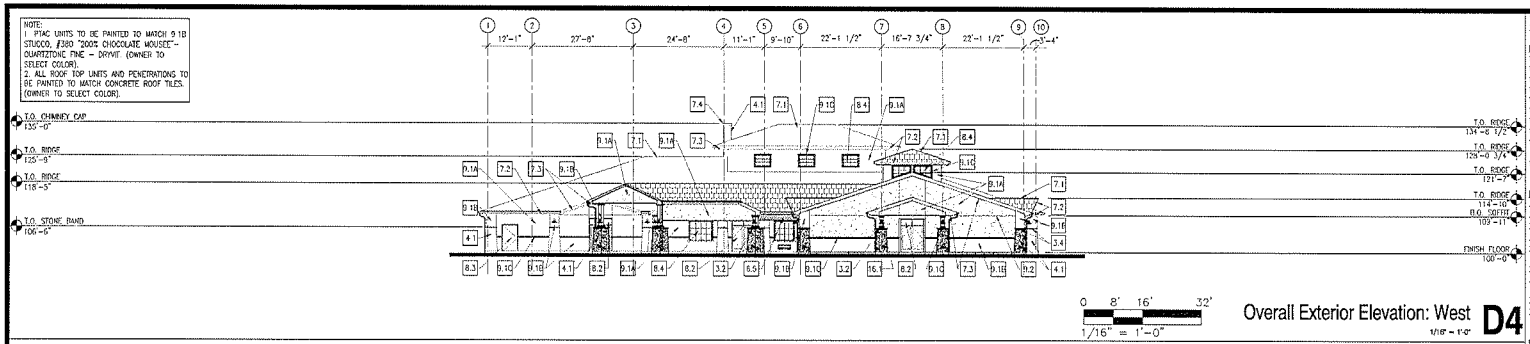
PROJECT:
AHC of Las Vegas II
ATN #138156112003
Las Vegas, NV. 89109

DATE	DESCRIPTION
-	-
-	-
-	-
-	-

Architectural Site Plan
AS101

SDR-44908

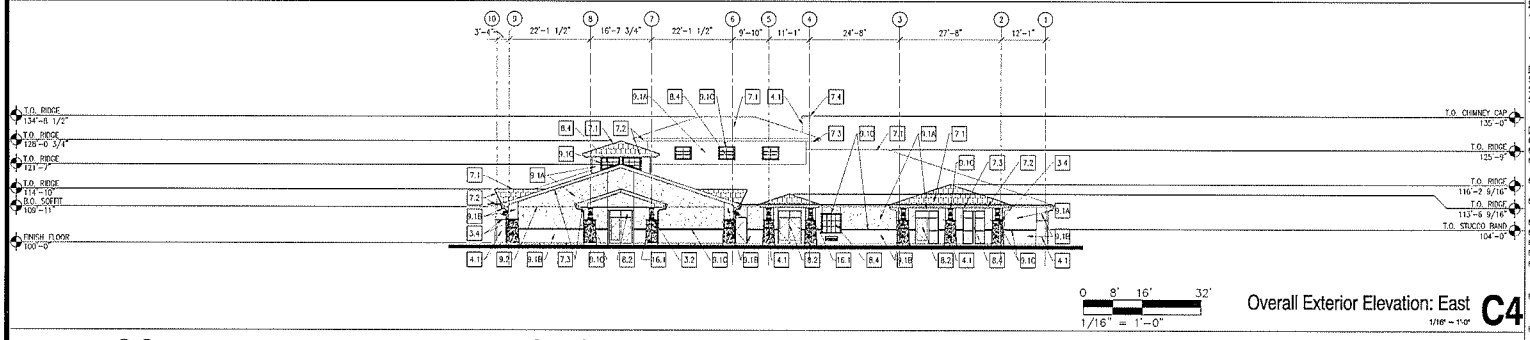
NOTE:
1. PTAC UNITS TO BE PAINTED TO MATCH 9.1B STUCCO, #380 "200% CHOCOLATE MOUSSE"- QUARTZTONE FINE - DRYVIT (OWNER TO SELECT COLOR).
2. ALL ROOF TOP UNITS AND PENETRATIONS TO BE PAINTED TO MATCH CONCRETE ROOF TILES. (OWNER TO SELECT COLOR).



0 8' 16' 32'
1/16" = 1'-0"

Overall Exterior Elevation: West **D4**

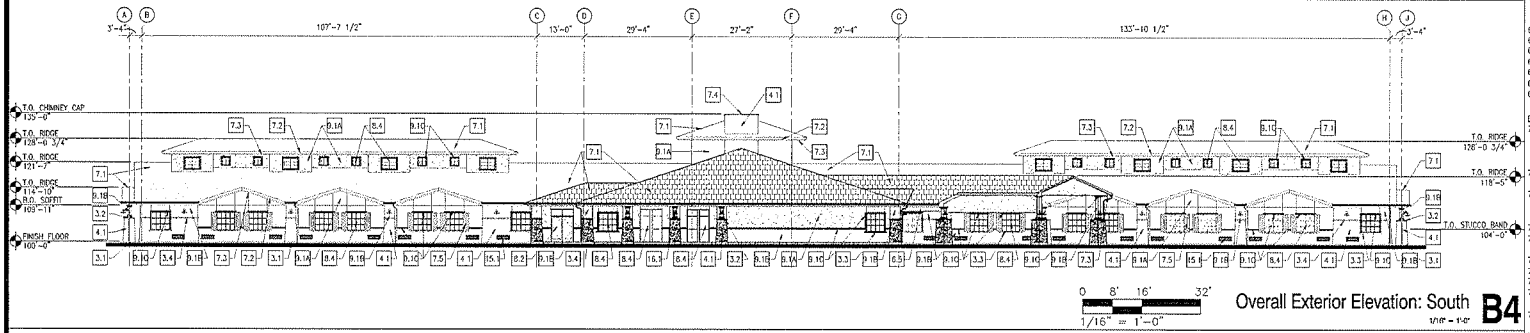
1/16" = 1'-0"



0 8' 16' 32'
1/16" = 1'-0"

Overall Exterior Elevation: East **C4**

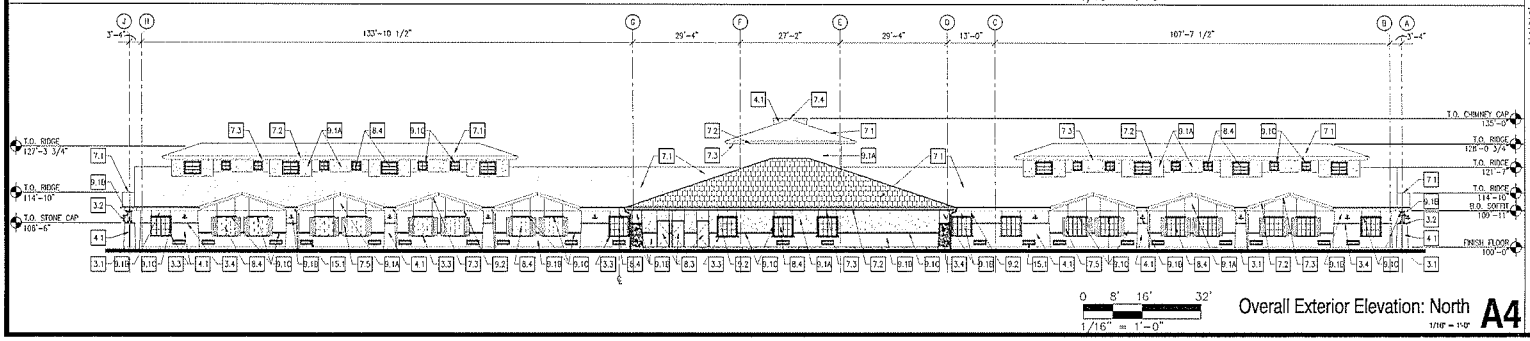
1/16" = 1'-0"



0 8' 16' 32'
1/16" = 1'-0"

Overall Exterior Elevation: South **B4**

1/16" = 1'-0"



0 8' 16' 32'
1/16" = 1'-0"

Overall Exterior Elevation: North **A4**

1/16" = 1'-0"

KEYNOTES:

DIVISION 1 – GENERAL
1.1 KNOX BOX
1.2 SEE FLOOR PLAN FOR WALL TYPE.
1.3 EXTERIOR WALL OUTLINE BELOW
1.4 OPEN BEYOND.
1.5 LINE OF WALL BEYOND.
1.6 STAFF TIKE CLOCK STATION.
1.7 WALL OF WALK-IN UNIT
1.8 42" HIGH SCREEN WALL.
1.9 (1) 22 1/2" X 6" BLOCKOUT @ ROOF SHEATHING TO ALLOW PROPER VENTILATION
1.10 DRILL (3) 2" DIA. HOLES EQUALLY SPACED THROUGH EACH TRUSS BLOCK.

DIVISION 3 – CONCRETE
3.1 CONCRETE PIER.
3.2 STONE COLUMN CAP (BROWN).
3.3 STONE DRIP LEDGE (BROWN).
3.4 STONE BAND (BROWN).
3.5 4" CONCRETE SLAB ON 4" AGGREGATE BASE COURSE.
3.6 CONCRETE FOOTING – SEE STRUCTURAL.
3.7 CONCRETE FOUNDATION WALL – SEE STRUCTURAL.
3.8 EXTERIOR CONCRETE SLAB ON GRADE
3.9 4" CONCRETE SLAB OVER 4" RIGID INSULATION

DIVISION 4 – MASONRY
4.1 CULTURED STONE. (LIMESTONE – BUCK'S COUNTY – "CSV 2074")
4.2 FIREPLACE HEARTH (HEARTHSTONE – ELDORADO "TAUPE" – 2".

DIVISION 5 – METALS
5.1 STEEL TUBE COLUMN – SEE STRUCTURAL.
5.2 STEEL BEAM – SEE STRUCTURAL.
5.3 STEEL COLUMN CAP PLATE – SEE STRUCTURAL.

DIVISION 6 – WOODS AND PLASTICS
6.1 NOT USED.
6.2 NOT USED.
6.3 PRE-FABRICATED WOOD SCISSOR TRUSS – SEE STRUCTURAL.
6.4 PRE-FABRICATED WOOD TRUSS – SEE STRUCTURAL.
6.5 1X TONGUE AND GROOVE CEDAR PANELING STAINED TO MATCH OWNER'S SAMPLE.
6.6 ROOF SHEATHING.
6.7 WALL SHEATHING.
6.8 GIRDER TRUSS – SEE STRUCTURAL.
6.9 JACK TRUSS – SEE STRUCTURAL.
6.10 WOOD HANDRAIL (HR1) STAINED CHERRY TO MATCH OWNER'S SAMPLE W/ SATIN FINISH. PROVIDE BLOCKING AS NECESSARY
6.11 4" PICTURE MOLD STAINED CHERRY (PM1) TO MATCH OWNER'S SAMPLE W/ SATIN FINISH.
6.12 ALDER WOOD VENEER PANELS (WD3) STAINED CHERRY TO MATCH OWNER'S SAMPLE W/ SATIN FINISH.
6.13 GLU-LAM BEAM – SEE STRUCTURAL.
6.14 WOOD HEADER – SEE STRUCTURAL.
6.15 2 X 6 FASCIA MAKER.
6.16 2 X 4 FRAMING @ 16" O.C.
6.17 2 X 6 OUTRIGGER – SEE STRUCTURAL.
6.18 2 X 6 FRAMING @ 16" O.C.
6.19 2 X REDWOOD MEWSER.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
7.1 CONCRETE ROOF TILES TO BE SELECTED BY OWNER AND PROVIDED/INSTALLED BY CONTRACTOR. INSTALL OVER 30# ROOFING FELT
7.2 METAL FASCIA (PERFORMANCE METALS – ALUMA-GUARD-"MUSKET BROWN")
7.3 PERFORATED METAL PANEL SOFFIT (PERFORMANCE METALS – ALUMA-GUARD-"PEBBLESTONE CLAY").
7.4 STONE CHIMNEY CAP (BROWN)
7.5 RIGID FOAM WINDOW SHUTTER (KWAL HOWELLS "WAGON WHEEL–RB36A").
7.6 METAL PAINTLING TO MATCH SOFFIT.
7.7 2" RIGID INSULATION
7.8 WATERPROOFING MEMBRANE.
7.9 ALUMINUM SEAMLESS GUTTER (FACTORY FINISHED TO MATCH FASCIA COLOR)
7.10 ALUMINUM DOWNSPOUT (FACTORY FINISHED TO MATCH FASCIA COLOR).
7.11 R-38 INSULATION
7.12 CONTINUOUS VAPOR RETARDER.
7.13 ROOF VENT
7.14 WIND BAFFLE

DIVISION 8 – DOORS AND WINDOWS
8.1 ALUMINUM DOOR AND FRAME (BRONZE).
8.2 ALUMINUM STOREFRONT SYSTEM (BRONZE).
8.3 HOLLOW METAL DOOR AND FRAME (PAINTED PT1).
8.4 VINYL WINDOW (WHITE) W/ LOW "E" GLASS
8.5 (PT1) 6 PANEL PAINTABLE GRADE WOOD DOOR.
8.6 SOLID CORE WOOD DOOR W/ GLAZING (STAINED CHERRY TO MATCH OWNER'S SAMPLE)
8.7 ALUMINUM WINDOW (BRONZE)

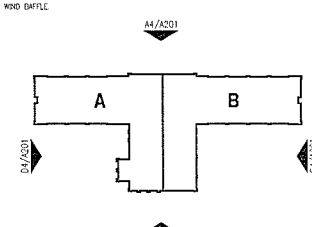
DIVISION 9 – FINISHES
9.1A STUCCO (X-72 "ADOBE" – BASE 200 – LAHABRA EXTERIOR) WITH DASH FINISH
9.1B STUCCO (#380 "200% CHOCOLATE MOUSSE"– DASH FINISH – DRYVIT)
9.1C STUCCO (#306 "SMOS MOCHA" – DASH FINISH – DRYVIT).
9.2 STUCCO CONTROL JOINT
9.3 (2) LAYERS 5/8" TYPE "X" GYPSUM BOARD.
9.4 5/8" GYPSUM BOARD
9.5 2' X 4' ACOUSTICAL LAY-IN CEILING PANELS
9.6 5/8" FIRE RATED TYPE "X" GYPSUM BOARD, FIRE TAPED
9.7 NOT USED
9.8 (2) LAYERS 5/8" TYPE "X" GYPSUM SHEATHING
9.9 TILE – SEE INTERIOR ELEVATIONS

DIVISION 10 – SPECIALTIES
10.1 LIQUID SOAP DISPENSER PROVIDED AND INSTALLED BY OWNER.
10.2 TOILET PAPER DISPENSER PROVIDED AND INSTALLED BY OWNER
10.3 PAPER TOWEL DISPENSER PROVIDED AND INSTALLED BY OWNER.
10.4 36" GRAB BAR
10.5 42" GRAB BAR.
10.6 ADA COMPLIANT MIRROR (SEE ELEVATIONS FOR SIZE).
10.7 PATIENT LOCKERS (TYPE AND COLOR TO BE SELECTED BY OWNER.)
10.9 24" GRAB BAR
10.10 MULTIPURPOSE DRY CHEMICAL TYPE-UL-RATED 2-A-40-B-C, 10LB NOMINAL CAPACITY IN ENAMELED STEEL CONTAINER – SEE SECTION 906 IFC (STORED IN SEMI-RECESSED CABINET TO BE SELECTED BY OWNER)
10.11 TYPE "K" EXTINGUISHER IN KITCHEN 1.66 – SEE SECTION 906 IFC (STORED IN SEMI-RECESSED CABINET TO BE SELECTED BY OWNER)
10.12 18" VERTICAL GRAB BAR
10.13 ADA COMPLIANT MIRROR PROVIDED BY AND INSTALLED BY OWNER.

DIVISION 15 – MECHANICAL
15.1 PACKAGED TERMINAL AIR CONDITIONING UNIT
15.2 ADA ACCESSIBLE WATER CLOSET.
15.3 ADA ACCESSIBLE TOILET.
15.4 ADA ACCESSIBLE SINK
15.5 ADA SHOWER INSERT W/ SEAT, GRAB BARS AND RECESSED SOAP DISH.
15.6 DUAL HEIGHT ADA ACCESSIBLE ELECTRIC WATER COOLER
15.7 FLOOR DRAIN
15.8 APOLLO TUB (MODEL 6000) – SEE SPECIFICATIONS.
15.9 ADA ACCESSIBLE SINK PROVIDED BY OWNER INSTALLED BY CONTRACTOR
15.10 ADA HAND SHOWER HEAD, WAND AND CONTROLS
15.11 TRENCH DRAIN

DIVISION 16 – ELECTRICAL
16.1 EXTERIOR LIGHTING FIXTURE.
16.2 INTERIOR LIGHTING FIXTURE

DIVISION 31 – EARTHWORK
31.1 COMPACTED FILL.
31.2 EXTERIOR GRADE.



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Key Plan **A5**

THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.
510 South 600 East
Salt Lake City, Utah 84102
P: 801.355.6868
F: 801.355.6880

PROJECT:
AHC of Las Vegas II
ATN #13815612003
Las Vegas, NV, 89109

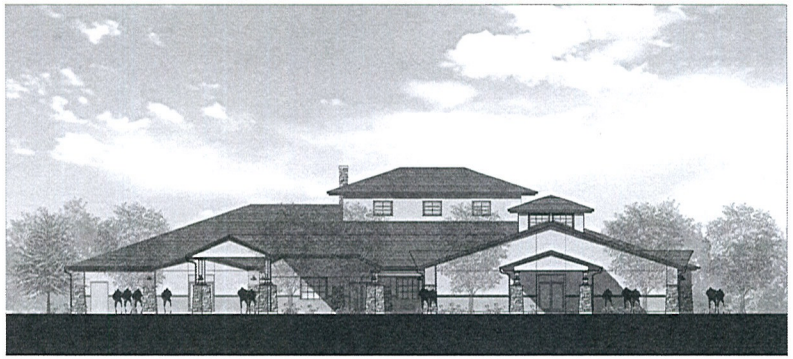
DATE	DESCRIPTION
DATE	DESCRIPTION
-	-
-	-
-	-
-	-

Overall Exterior Elevations

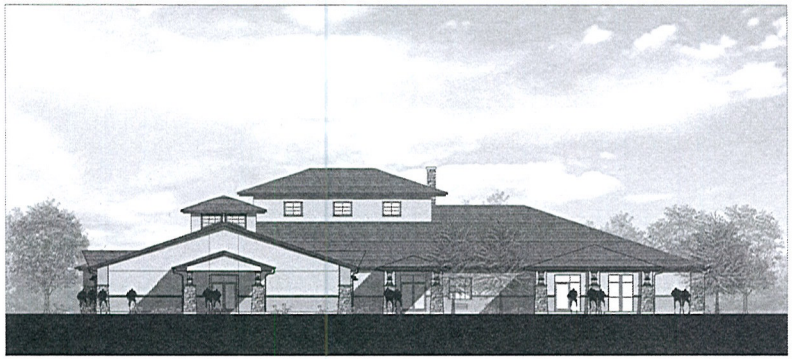
A201

MAR 22 2017

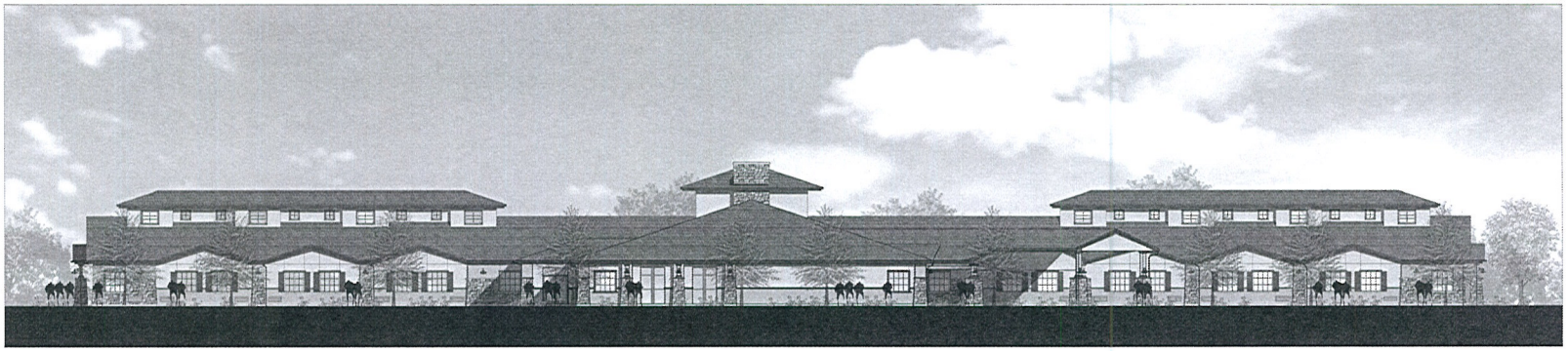
SDR-44908



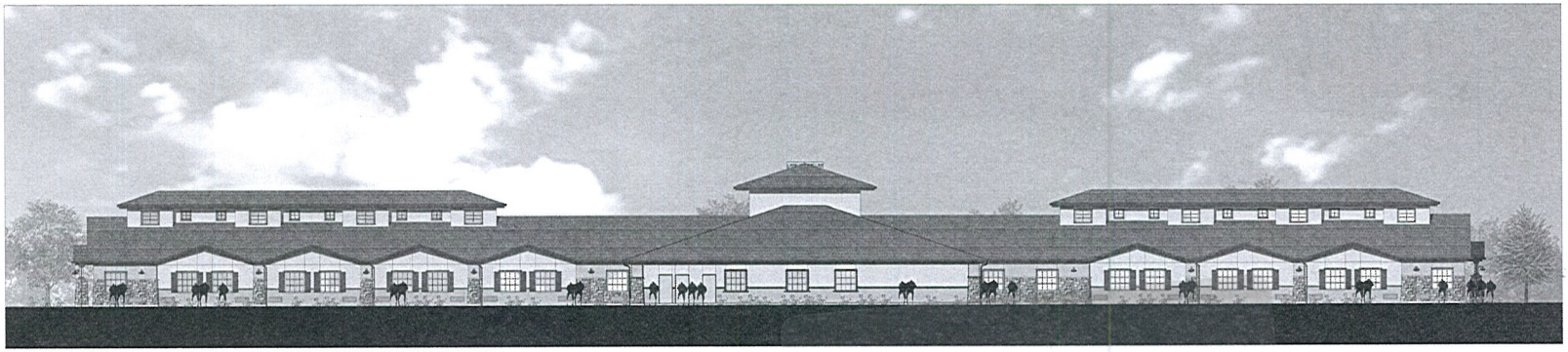
South Elevation
1/16" = 1'-0"



North Elevation
1/16" = 1'-0"



West Elevation
1/16" = 1'-0"



East Elevation
1/16" = 1'-0"

SDR-44908

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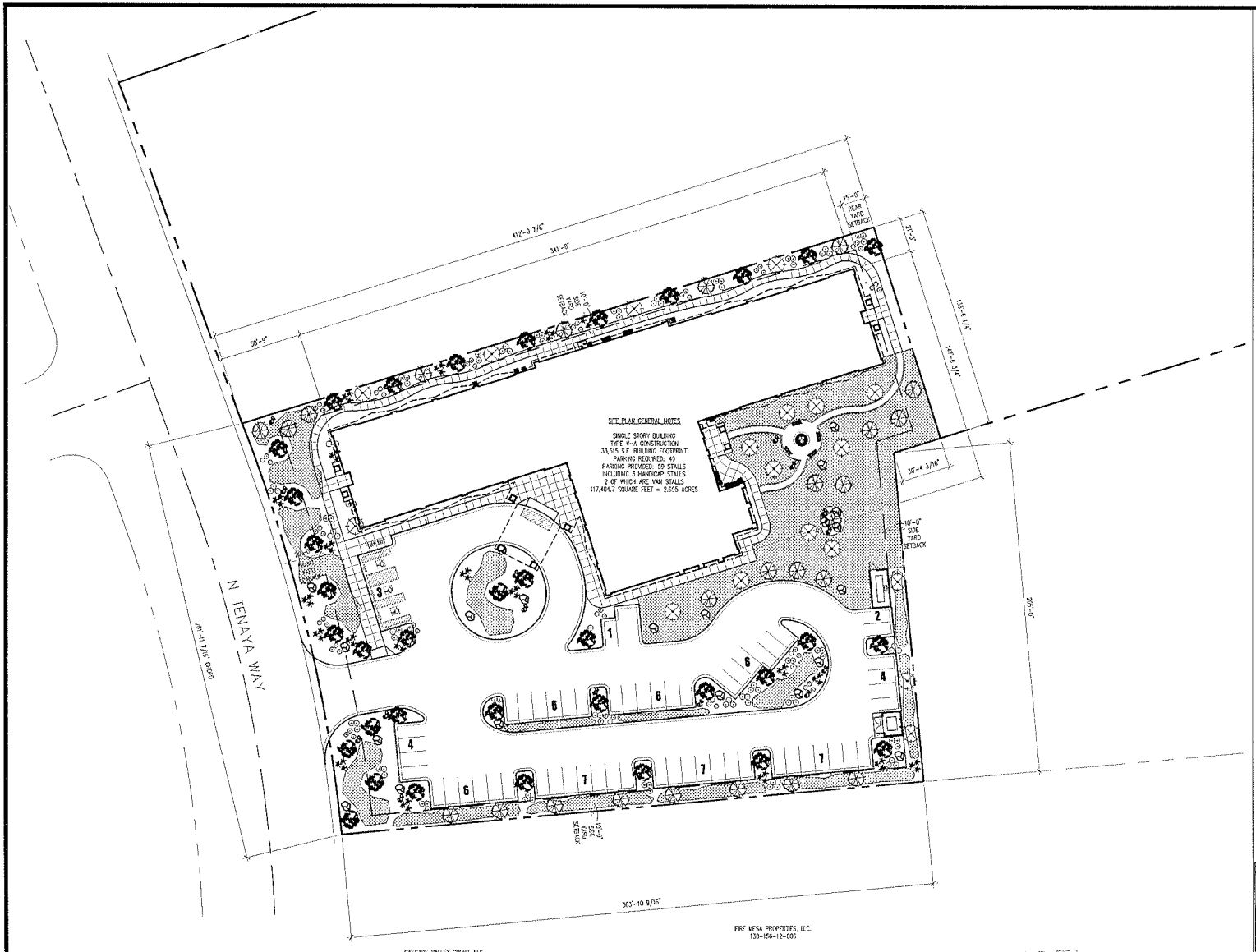
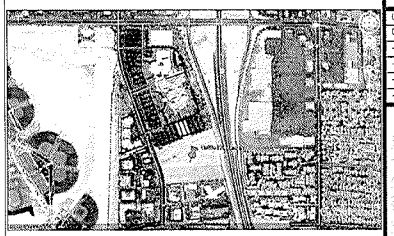
MAR 22 2017



Architectural Landscape Plan **A4**
1/16" = 1'-0"



Vicinity Map **A5**
N.T.S.

THE RICHARDSON DESIGN PARTNERSHIP, L.L.C.
510 South 600 East
Salt Lake City, Utah 84102
P: 801.355.6848
F: 801.355.6880

PROJECT:
AHC of Las Vegas II
ATN #138156512003
Las Vegas, NV. 89109

DATE	DESCRIPTION
DATE	DESCRIPTION

Architectural Landscape Plan
L101

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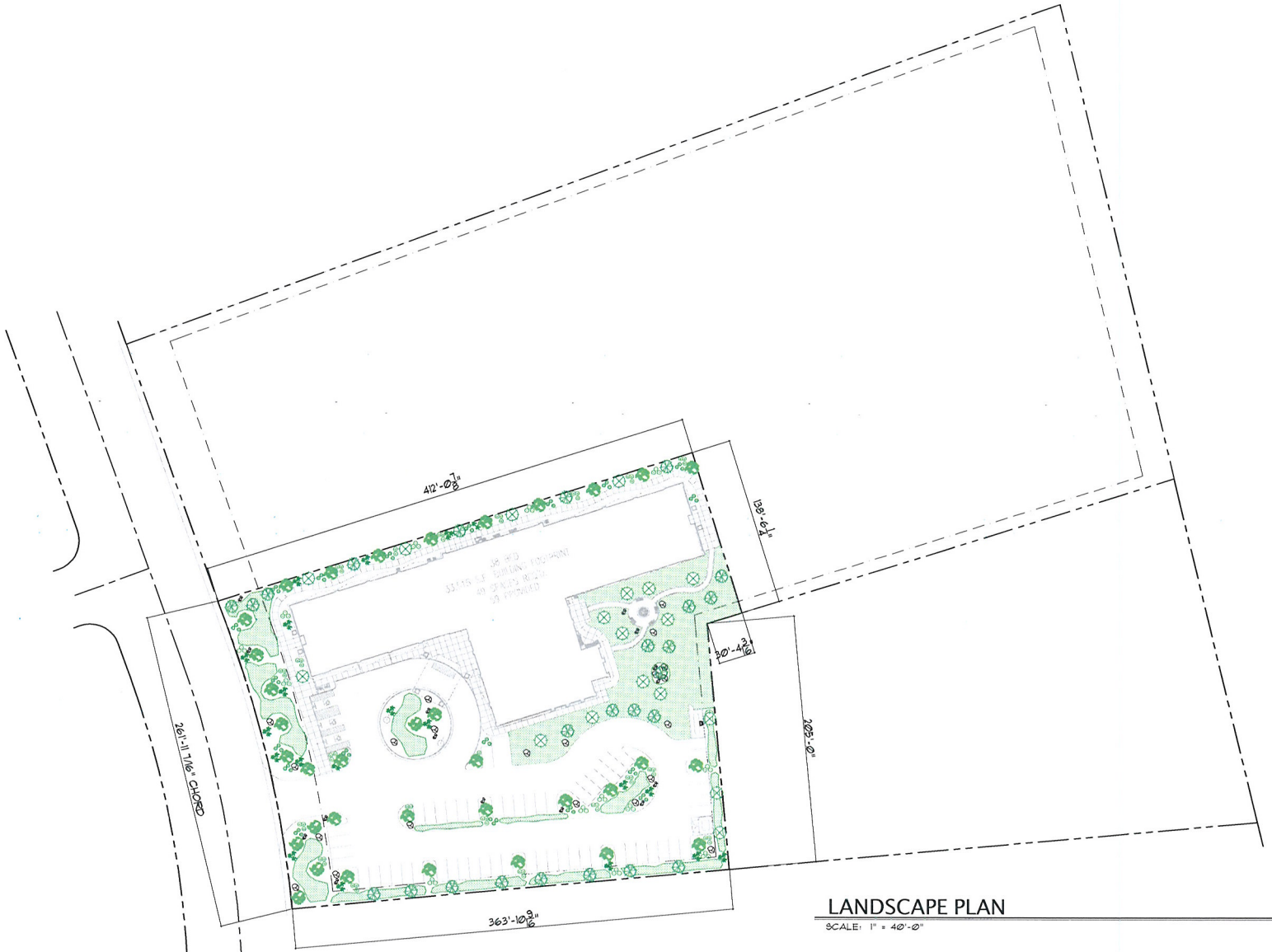
MAR 22 2017

SDR-44908



LANDSCAPE PLAN

SCALE: 1" = 40'-0"

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS
		TURF		PER PLAN	
	LANTANA CAMARA	RUBH LANTANA	5 GAL.	PER PLAN	
	LIGUSTRUM SPP.	PRIVET SPECIES	5 GAL.	PER PLAN	
	CAESALPINIA PULCHERRIMA	MEXICAN BIRD OF PARADISE	5 GAL.	PER PLAN	
	RAPHIOLEPIS INDICA	INDIAN HAWTHORNE	5 GAL.	PER PLAN	
	PRUS LANCEA	AFRICAN SUMAC	24" BOX	18	
	PINUS ELDARICA	MONDEL PINE	24" BOX	23	
	FRAXINUS VELUTINA	ARIZONA ASH	24" BOX	33	
		BENCH			
		LANDSCAPE BOULDERS			

PLANTING LEGEND

SCALE: N.T.S.

north

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MAR 22 2012

GMRA
George M. Rogers, Architect
Architecture ▪ Interiors
6325 South Jones Blvd.
Suite 100
Las Vegas, Nevada 89118
(702) 894-5027
Fax (702) 894-5028
www.gmrarchitect.com

Advanced Health Care
Las Vegas, Nevada

DATE: 21 March 2012
JOB NO.: 12-598

Landscape Plan
SHEET L1.0
OWNER/DEVELOPER:
The Boyer Company

SDR-44908

SDR-44908 - APPLICANT: THE BOYER COMPANY - OWNER: CITY PARKWAY V, INC.
ADJACENT TO THE EAST SIDE OF TENAYA WAY, APPROXIMATELY 370 FEET NORTH OF PEAK DRIVE

03/29/12

5840
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SDR-44908

ADVANCED HEALTH CARE
of LAS VEGAS
5840
SDR-44908

584
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MAR 22 2017
SDR-44908

SDR-44908
RECEIVED
MAR 22 2017

SDR-44908

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SDR-44908

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MAR 2 2 2017
SDR-44908

RECEIVED
MAR 22 2019
SDR-44908

(CULTURED STONE)
LIMESTONE - BUCK'S
COUNTY - "CSV 2074"

(STUCCO) DRYVIT - QUARTZTONE
FINE - "#306 SWISS MOCHA"

(STUCCO) DRYVIT - QUARTZTONE
FINE - "#380 200% CHOCOLATE MOUSEE"

(FASCIA) - PERFORMANCE METALS
ALUMA-GUARD
MUSKET BROWN

PEBBLESTONE CLAY

(SOFFIT) - PERFORMANCE METALS
ALUMA-GUARD
PEBBLESTONE CLAY

(ASPHALT SHINGLE)
OWENS CORNING 30 YEAR
OAKRIDGE PLUS "TEAK"

(STUCCO) LAHABRA EXTERIOR
BASE 200 - "X-72 ADOBE"

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MAR 22 2012
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MAR 22 2012

SDR-44908

PT 4
PT5
PT3
PT2
PT1
Dining Room
P.T.
Vinyl
M&W Wallpaper
DON & Admissions
Lobby & Halls
Border
Private D.R.
Shower
Patient Rooms
Administrator Entry Upper Halls
M&W
Vestibule Field Tile
Trim M.&W.
Lower Halls
Vestibule Diamond Insert
Patient Bath
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MAR 21 2012
SDR-44908

December 13, 2011

City Parkway V, Inc.
c/o Office of Business Development
400 Stewart Avenue; Second Floor
Las Vegas, Nevada 89101-2913
Attn: Shani Coleman

Re: 8.49 Acre Parcel # 138-15-612-012, Las Vegas Nevada

Dear Shani,

Attached hereto is a Letter of Intent for the purchase of a portion of parcel #138-15-612-012 owned by the city of Las Vegas. This parcel is generally located on the East side of Tenaya Way and directly South of the Mountain View Hospital. In addition to the economic terms outlined in the Letter of Intent, we would like to enumerate a few benefits to the community that will result from the development of this parcel.

The subject property would be purchased by the Boyer Company to accommodate the development of a transitional care and rehabilitation facility. This facility will specialize in the short term care and rehabilitation of individuals recovering from major joint replacement surgery. The operator of this facility has facilities in five other states providing a premium service in their field of operation. This facility will offer the following services:

- 24/7 nursing care overseen by a contract physician. Services provided include wound care, IV therapy, medication administration, and assistance with bathing, dressing, walking, and dining.
- Physical, occupational, and speech therapy in a state of the art, in house, therapy facility.
- Restaurant style, or in room, dining service. Special dietary needs are ordered by a physician and supervised by a registered dietician.
- Private patient suites.
- Outpatient therapy and home health services

This facility will directly employ between 90 and 110 individuals. In addition to this employment, the facility will generate a sizeable amount of employment opportunity through third party service providers. These service providers will include:

- Construction
- Landscaping
- Janitorial
- Pharmaceutical supply

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SDR-44908

- Medical supply
- Hospital
- Independent physician
- Facility maintenance

It is the intent of the Boyer Company to begin construction of this facility as soon absolutely possible. We have initiated discussions with Las Vegas City's planning department to commence the entitlement process. This project will generate significant economic activity for this community as soon as the summer of 2012. Please take these factors into account when considering the attached LOI. We would be happy to answer any questions resulting from a review of the attached document. Please feel free to contact Stephen Richards or Nate Swain at 801-521-4781.

Best regards

Nathan L Swain

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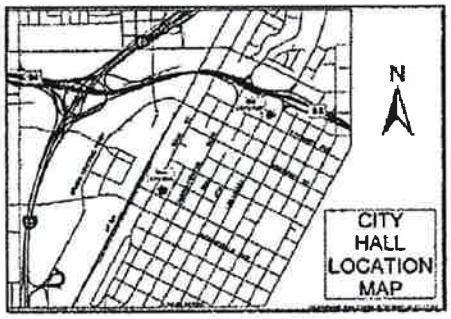
CITY CLERK

2012 JUN -4 A 7:29

City of Las Vegas
Office Of The City Clerk
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-44908
City Council Meeting of 06/06/2012

NESSE BRIAN S & SARA ANN GARVEY
P O BOX 2548
MORGAN HILL CA 95038-2548

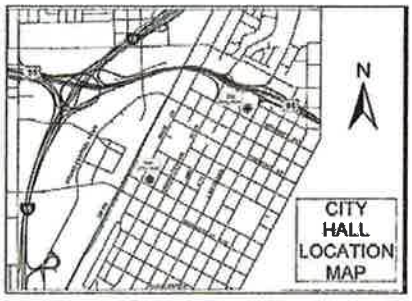
APN#13815611208

Submitted after final agenda
Date 6/4/2012 Item 87

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Think they should have landscape.

Please use available blank space on card for your comments.

SDR-44908
Planning Commission Meeting of 05/08/2012

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 APR 26 2012
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MAY 1 2012
CITY OF LAS VEGAS PLANNING & DEVELOPMENT

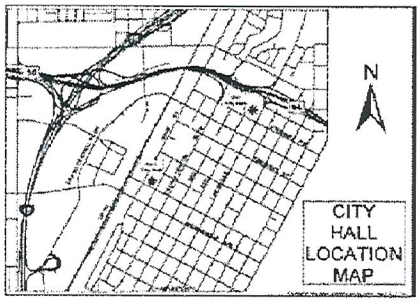
Case: SDR-44908
13810403006
CHEYENNE RANCH L L C
%C KEOUGH
125 CASSIA WY
HENDERSON NV 89014-6616 89014-6616

41 BRDFN11 89014

42

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-44908

Planning Commission Meeting of 05/08/2012

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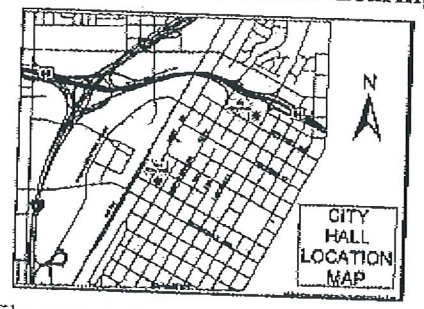
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-44908
13815611208
NESSE BRIAN S & SARA ANN GARVEY
P O BOX 2548
MORGAN HILL CA 95038-2548 95038-254

42A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-44908

Planning Commission Meeting of 05/08/2012

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0004279218
$ 00.42⁴
APR 26 2012
MAILED FROM ZIPCODE 89101

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APR 30 2012
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

13815611296 Case: SDR-44908
U S J REVOCABLE TRUST
OSWALD JOSEPH U TRS
19318 SINGING HILLS DR
NORTH RIDGE CA 91326-1718 91326-171

42A

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 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

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 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

City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 20, 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