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. Dial 7-1-1 for Relay Nevada.

May 7, 2014

Session begins at 9:00 a.m.

Note: There will be no break between morning and afternoon items for this meeting.

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. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM BEVERLY K. BRIDGES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

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 CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND 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.lasvegasnevada.gov. 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.

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - REVEREND CHARLOTTE FOUST, COMMUNITY SPIRITUAL CENTER
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE ACTION TEAM AWARD WINNERS
7. RECOGNITION OF PUBLIC SERVICE WEEK

8. RECOGNITION OF HELLDORADO DAYS

9. RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD RECIPIENTS

BUSINESS ITEMS

PUBLIC COMMENT

10. 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

11. For Possible Action - Any items 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

12. For possible action to approve the Final Minutes by reference of the Special Joint City Council and Redevelopment Agency Budget Workshop meeting of April 7, 2014

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.

CITY ATTORNEY - CONSENT

13. For possible action to approve the Retainer Letter Agreement between Johns & Associates and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for thirteen (13) months beginning April 1, 2014 through April 30, 2015 for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($145,000 annually - City Parkway V, Inc.) - All Wards

14. For possible action to approve a business impact statement regarding a proposed ordinance that will act to prohibit the acceptance and consideration of Title 6 liquor licenses and Title 19 land use entitlement requests for off sale/package liquor at establishments on or adjacent to the pedestrian mall as defined by LVMC 11.68, add new regulations regarding the sale of alcoholic beverages at any existing establishments along such pedestrian mall pursuant to a package license, and clarify that establishments that sell alcoholic beverages pursuant to a tavern license may only sell alcohol off-sale from behind the bar or storeroom. (Bill No. 2014-29)

CULTURAL AFFAIRS - CONSENT

15. For possible action to approve an Interlocal Agreement By and Among Clark County, the Urban Land Institute Nevada, the City of Las Vegas and the University of Nevada, Las Vegas for the Maryland Parkway Public Art Urban Design Plan which incorporates potential public art sites into the Regional Transportation Commission's transit plan for Maryland Parkway ($10,000 - Las Vegas Arts Commission General Fund) - All Wards

FINANCE - PURCHASING & CONTRACTS CONSENT

16. ABEYANCE ITEM - For possible action to approve Agreement No. 140157-JL, Implan Software License Terms and Conditions, including indemnification provision - Department of Information Technologies - Award recommended to: IMPLAN GROUP, LLC ($390 - Computer Services Internal Service Fund)

17. For possible action to approve award of Agreement No. 140160-DC, Construction Manager as Agent for Durango Hills WRC Relief Sewer located at the northwest corner of Durango Drive and Cheyenne Avenue - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($660,000 - Sanitation Enterprise Fund) - Ward 4 (Anthony)

18. For possible action to approve the Second Amendment to Agreement No. 110203-TF, Construction Manager as Agent Agreement for Jones/Valley View Corridor Improvements CMAR Project located on Jones Boulevard from US 95 to Sahara Avenue and Valley View Boulevard from US 95 to Desert Inn Road - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP ($100,000 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

19. For possible action to revise Purchase Order No. 299378 to accommodate additional funding for Bid No. 10.15341.04-DC, Lorenzi Park Renovation Phase 2 located at 3333 West Washington Avenue - Department of Public Works - Award recommended to: RICHARDSON CONSTRUCTION, INC. ($127,254.11 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

20. For possible action to approve award of Agreement No. 140168-DC, Construction Manager as Agent for Sewer Rehabilitation Group F located on Rancho Drive, Alexander Road, Craig Road, Gowan Road and Smoke Ranch Road - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($550,000 - Sanitation Enterprise Fund) - Wards 4 and 5 (Anthony and Barlow)

21. For possible action to approve First Amendment to Agreement No. 120186-DC, Construction Manager as Agent for Vegas Storm Drain located on Vegas Drive between Shadow Mountain Place and Rancho Drive - Department of Public Works - Award recommended to: URS CORPORATION, LTD. ($150,000 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 5 (Barlow)

22. For possible action to approve award of Modification No. Two to Contract No. 130121-CW, Information Technology Strategy Consulting Services - Department of Information Technologies - Award recommended to: BRENNAN CONSULTING GROUP, LLC ($35,000 - Computer Services Internal Service Fund)

23. For possible action to approve award of Contract No. 140110-CW-B, Investment Management Services - Department of Finance - Award recommended to: FTN FINANCIAL MAIN STREET ADVISORS, LLC ($169,400 - General Fund)

24. For possible action to approve award of Contract No. 140110-CW-A, Investment Management Services - Department of Finance - Award recommended to: WELLS CAPITAL MANAGEMENT, INC. ($252,000 - General Fund)

25. For possible action to approve Modification No. 3 to Contract No. 140081-TF, Municipal Court Consultant Services - Office of Administrative Services - Award recommended to: RESOURCE MANAGEMENT, LLC ($12,480 - General Fund)

OPERATIONS AND MAINTENANCE - CONSENT

26. For possible action to approve a Declaration of Utilization for sewer purposes for the Craig Road/Fort Apache Road Project, located in the vicinity of Craig Road and Dapple Gray Road, APN 138-05-301-003 - Clark County

27. For possible action to approve a Declaration of Utilization for sewer purposes for the Craig Road/Fort Apache Road Project, located in the vicinity of Helena Avenue and Dapple Gray Road, APN's 138-05-301-010, -011 and -018 - Clark County

28. For possible action to approve a Quitclaim Deed from the Clark County School District to the City of Las Vegas for the real property located at 2601 Sunrise Ave, APN 139-36-302-005 - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

29. For possible action to approve Interlocal Contract (768) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the City of Las Vegas Downtown Land Use and Transportation Study ($250,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

30. For possible action to approve Second Supplemental Interlocal Contract MWP FY 2013-14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding in the amount of $2,795,449 for the Annual Maintenance Work Program for Fiscal Year 2013-14 developed to maintain CCRFCD's facilities within the City ($2,795,449 - Road and Flood Capital Project Fund [CPF]) - All Wards

31. For possible action to approve Fourth Supplemental Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding in the amount of $60,000 and extend the project completion date to June 30, 2016 for the Angel Park North - Detention Basin bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($60,000 - Road and Flood Capital Project Fund [CPF]) - Ward 2 (Beers)

32. For possible action to approve Second Supplemental Interlocal Contract LAS16J09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2016 for the Rancho System - Beltway to Elkhorn located in CC-215 from Campbell Road to Fort Apache Road and in Fort Apache Road from CC-215 to Elkhorn Road - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

33. Report regarding an update on the Southern Nevada Strong Regional Plan, current outreach efforts, and the Las Vegas Opportunity Site project (Las Vegas Medical District) from City of Henderson Councilwoman Debra March, Chair of the Southern Nevada Strong Consortium Committee - All Wards

34. Report regarding an update on the status of negotiations between the City of Las Vegas and the Las Vegas City Employees' Association - All Wards

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - DISCUSSION

35. Discussion for possible action regarding the submittal of the City of Las Vegas 2014-2015 Action Plan that secures $7,715,989 in United States Department of Housing and Urban Development (HUD) funds - All Wards

RESOLUTIONS - DISCUSSION

36. R-11-2014 - Discussion for possible action regarding a Resolution Adopting the Name "Camino César Chávez" as a Ceremonial Street Name for that Portion of Pecos Road Located within the City's Jurisdictional Boundaries - Ward 3 (Coffin)

37. R-12-2014 - Discussion for possible action regarding a Disposition and Development Agreement between the City of Las Vegas and JLC Nevada Operations, Inc., to sell and improve city-owned property located at 1000 West Owens (APN 139-21-803-008) and 900 West Owens (APN 139-21-806-001), commonly known as Nucleus Plaza - Ward 5 (Barlow)

BOARDS & COMMISSIONS - DISCUSSION

38. For Possible Action - OVERSIGHT PANEL FOR SCHOOL FACILITIES - Councilman Bob Beers, Term Expiration 12-31-2013

39. For Possible Action - HISTORIC PRESERVATION COMMISSION - Claytee White, Term Expiration 5-17-2014

40. For Possible Action - AUDIT OVERSIGHT COMMITTEE -Paul Workman, Term Expires 8-18-2014 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

41. Bill No. 2014-20 - For Possible Action - Annexation No. ANX-52272 - Property location: 3013 Coran Lane; Petitioned by: Enzo Foundation Trust; Acreage: 1.97 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

42. Bill No. 2014-21 - For Possible Action - Amends the Unified Development Code to provide that mixed-use development is allowed in the C-PB Zoning District by means of special use permit. (TXT-52680) Proposed by: Flinn Fagg, Director of Planning

43. Bill No. 2014-22 - For Possible Action - Prohibits auto repair facilities from using residential streets for the test-driving of residential vehicles, except under specified circumstances. (TXT-48318) Sponsored by: Councilman Steven D. Ross [NOTE: The item should read "customer vehicles", not "residential vehicles"]

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.

44. Bill No. 2014-24 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2015) Proposed by: Jorge Cervantes, Director of Public Works

45. Bill No. 2014-25 - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2015 (Las Vegas Boulevard to 8th Street) Proposed by: Jorge Cervantes, Director of Public Works

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.

46. Bill No. 2014-26 - Annexation No. ANX-52941 - Property location: 6131 Rio Vista Street; Petitioned by: Michael Baig, Acreage: 1.56 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

47. Bill No. 2014-27 - Amends the conditional use regulations regarding sexually oriented businesses to extend to 18 months the period of time within which to obtain a building permit to reestablish and continue the use when a use has been discontinued under certain circumstances. Sponsored by: Councilman Bob Coffin

48. Bill No. 2014-28 - Establishes the "Residential Small Lot" Zoning District and standards pertaining thereto, and corrects entries regarding the R-CL Zoning District. (TXT-51220) Sponsored by: Councilman Steven D. Ross

49. Bill No. 2014-29 - An ordinance clarifying LVMC Title 6 rules regarding the sale, packaging and advertising of alcoholic beverages by package and off-sale liquor licensees on or adjacent to the LVMC Chapter 11.68 pedestrian mall, clarifying LVMC Title 6 rules regarding the sale of package liquor by tavern licensees, prohibiting the issuance of any new LVMC Title 6 package liquor licenses and LVMC Title 19 land use entitlements for package liquor on or adjacent to the pedestrian mall on a retroactive basis. Sponsored by: Mayor Carolyn G. Goodman.

50. Bill No. 2014-30 - Establishes zoning regulations and standards for medical marijuana establishments. Sponsored by: Councilman Bob Coffin

PLANNING

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

PLANNING - DISCUSSION

51. RQR-52375 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT BY 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

52. SUP-52709 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

53. SUP-52718 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

54. SUP-52720 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

55. SDR-52716 - ABEYANCE - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

56. ROC-53248 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-38866) TO DELETE CONDITION #5 WHICH STATES "THE BUSINESS SHALL BE OPEN MONDAY THRU THURSDAY 9:00 A.M. TO 6:00 P.M., FRIDAY 10:00 A.M. TO 8:00 P.M., SATURDAY 8:00 A.M. TO 6:00 P.M. AND SUNDAY 9:00 A.M. TO 3:00 P.M." at 9061 West Sahara Avenue, Suite #104 (APN 163-08-121-019), C-1 (Limited Commercial) Zone, Ward 2 (Beers). Staff recommends APPROVAL.

57. ROC-53330 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-51423) TO DELETE CONDITION #A WHICH STATES "ALL PACKAGE LIQUOR AVAILABLE FOR SALE SHALL BE KEPT BEHIND THE PUBLIC COUNTER IN A LOCKED CABINET OR DISPLAY CASE" at 720 West Owens Avenue (APN 139-22-402-011), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

58. ROC-53347 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION - For possible action on a request for a Review of Condition TO AMEND CONDITION #3 OF SITE DEVELOPMENT PLAN REVIEW (SDR-4375) "TO ALLOW NO LANDSCAPING IN COMMON LOT C" AND TO DELETE CONDITION #15 WHICH STATE "NO LOTS ABUTTING THE EQUESTRIAN TRAIL SHALL BE ALLOWED TO HAVE WALLS ADJACENT TO THE TRAIL THAT EXTEND FORWARD FROM THE FRONT OF THE HOUSE. NO COMMON LOT MAY HAVE A WALL ADJACENT TO THE TRAIL. THE APPLICANT SHALL ENSURE THAT THE CC&R'S FOR THE DEVELOPMENT PREVENT FUTURE CONSTRUCTION OF SUCH WALLS, AND THAT THE HOA AND PURCHASERS OF THESE LOTS ARE SPECIFICALLY ADVISED OF THIS CONDITION" on 0.59 acres at the northeast corner of Durango Drive and Grand Teton Drive (APNs 125-09-413-051 and 052), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

59. ROC-53368 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - For possible action on a request for a Review of Condition of a Required Review (RQR-40298) of a previously approved Special Use Permit (U-0028-01) TO DELETE CONDITION A WHICH STATES "THE OFF-PREMISE SIGN SHALL BE REMOVED FROM THE PROPERTY WITHIN SIX MONTHS OF THE COMPLETION AND ILLUMINATION OF THE ARTS DISTRICT PAINTBRUSH GATEWAY SCULPTURES ON CHARLESTON BOULEVARD. THE SIX-MONTH PERIOD FOR THE REMOVAL OF THE SIGN SHALL COMMENCE UPON NOTIFICATION OF THE APPLICANT BY THE CITY THAT THE SCULPTURE IS COMPLETE; A DEMOLITION PERMIT SHALL BE SECURED FOR THE REMOVAL OF THE SIGN AND THE SPECIAL USE PERMIT FOR THE SIGN SHALL BE EXPUNGED" at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-53028]. Staff recommends DENIAL.

60. EOT-53405 - EXTENSION OF TIME - NON-CONFORMING - PUBLIC HEARING - APPLICANT/OWNER: FREMONT PROPERTIES, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING USE (TAVERN) at 1930 Fremont Street (APN 139-35-803-005), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

61. DIR-53553 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: BEL AIR RG, LLC, ET AL - For possible action to REVOKE PREVIOUSLY APPROVED SPECIAL USE PERMITS (SUP-42262 AND SUP-42264) FOR A MOTOR VEHICLE SALES (USED) USE AND AN AUTO REPAIR GARAGE, MAJOR on 1.84 acres at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

SET DATE

62. 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

63. 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

64. 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

CLOSED SESSION

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

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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: MAY 7, 2014

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

SUBJECT:
INVOCATION - REVEREND CHARLOTTE FOUST, COMMUNITY SPIRITUAL CENTER

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ACTION TEAM AWARD WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF PUBLIC SERVICE WEEK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF HELLDORADO DAYS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD RECIPIENTS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

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.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items 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.: **12.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the Special Joint City Council and Redevelopment Agency Budget Workshop meeting of April 7, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the Retainer Letter Agreement between Johns & Associates and City Parkway V, Inc. for Professional Services to be rendered by Michael C. Niarchos for thirteen (13) months beginning April 1, 2014 through April 30, 2015 for City Parkway V, Inc., the Department of Economic and Urban Development and any other related business matters ($145,000 annually - City Parkway V, Inc.) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $145,000
Funding Source: City Parkway V, Inc.
Dept./Division: Economic and Urban Development, City Parkway V, Inc.

PURPOSE/BACKGROUND:
The Retainer Letter Agreement pertains to legal representation by Michael C. Niarchos with regard to matters related to various redevelopment and other projects undertaken from time to time by City Parkway V and its related entities, including, without limitation, the City of Las Vegas Redevelopment Agency and the Office of Economic and Urban Development.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Retainer Letter Agreement

JOHNS & ASSOCIATES

ATTORNEYS AT LAW
516 SOUTH 6TH STREET
SUITE 100
LAS VEGAS, NEVADA 89101

OF COUNSEL
MICHAEL "NICK"
NIARCHOS

LANCE W. JOHNS
PHONE(702) 550-4000
FAX (702) 550-4001

April 9, 2014

City Parkway V, Inc.
495 South Main Street
Las Vegas, Nevada 89101
Attention: Elizabeth N. Fretwell, President

Re: Legal Representation by Johns & Associates

Dear Ms. Fretwell:

You have requested that this firm represent City Parkway V, Inc. ("CPV") with regard to matters related to various redevelopment and other projects undertaken from time to time by CPV and its related entities, including, without limitation, the City of Las Vegas Redevelopment Agency and the Office of Economic and Urban Development (the "Representation").

The Representation will be undertaken by Michael C. Niarchos. In connection therewith, the Representation will be undertaken at a fixed monthly fee of $11,667.00. In addition, the firm will be entitled to an expense reimbursement of up to $5,000 per year. The monthly fee will be in full payment of all services and will be nonrefundable and not subject to increase notwithstanding the amount of services provided in any month in connection with the Representation. Mr. Niarchos, by signing this letter, agrees to provide all services required by the Representation unless otherwise approved by CPV. The parties agree to meet as requested from time to time in order to review the scope of services provided by Mr. Niarchos.

The payment of monthly fee and Representation will commence as of April 1, 2014, expiring on April 30, 2015. The monthly fee will be paid within thirty (30) days of receipt of a monthly bill for the fee. From and after your acceptance of this letter, this letter, along with Attachment "A", shall constitute our written engagement agreement.

After you have reviewed this letter along with such attachment, you are welcome to discuss them with me, City Parkway or, if you wish, with independent counsel of your choice. If the terms of our engagement are acceptable, please sign and return the original of this letter and retain a copy for your records.

By: _____
Lance Johns, Esq.

ACCEPTED AND APPROVED THIS 22 day of April, 2014.

City Parkway V, Inc.

By: _____
Elizabeth N. Fretwell, President

Approved as to form:

By: _____

ATTACHMENT "A"

PRACTICE DESCRIPTION

1. *Client.* Our client(s) in this matter will be the party(ies) listed as addressee(s) in the accompanying retainer letter. To the extent that our original client controls or is controlled by affiliated individuals or entities, this agreement will govern any relationship we might develop with the additional affiliates as well, except to the extent we and such affiliates enter into separate engagement letters.

2. *Responsibility for Payment.* Each of our clients is responsible for the timely and full payment for our services and costs. Where we have more than one client in a matter, each client is jointly and severally responsible for the entire amount of our charges.

3. *The Work.* If you have questions about our work you should feel free to ask them. We do not, however, guaranty or insure any result or opinion. Often the scope of our representation changes over time as matters develop. We do not seek forma written confirmation of this expanded or changed responsibility; however, if from time to time you would feel more comfortable with a formal confirmation, please let us know at that time and we will provide one. Unless otherwise agreed, the retainer letter and this Practices Description will govern the expanded or changed representation as well as the original representation.

4. *Privilege.* Generally, the communications between a client and a lawyer are privileged. This privilege belongs to the client and can be waived by the client only.

5. *Information.* The relationship between lawyer and client is based on the candid exchange of information and ideas. We encourage you to ask questions and to probe our advice. We also expect that our clients will be straightforward with us in supplying information, in keeping us apprised of developments, in answering our questions, and in making information and personnel available to meet time commitments in connection with your matter.

6. *Personnel.* Michael C. Niarchos will be conducting the Representation.

7. *Billing and Payment Procedures.* Unless other arrangements are made at the time of the engagement, bills will be sent monthly.

8. *Withdrawal.* Our clients have the absolute right to withdraw from our representation without having to state or prove any cause of the withdrawal at any time prior to trial. To the extent allowed by law and the rules of professional conduct, we also retain the right to withdraw with or without cause upon reasonable prior written notice. We will have the right to withdraw if our fees are not paid when due, if our client refuses to cooperate or follow our advice on a material matter, or where we have a conflict of interest or it otherwise becomes unlawful or

unethical to continue our representation. Specifically, it is expressly understood that should a client fail to make payments on the earlier of: (a) demand, either verbal or in writing, by us for payment of outstanding amounts billed or requested for replenishment of the Retainer, or (b) thirty (30) days from presentation of an invoice for payment, we may immediately withdraw from representation. Once a decision to withdraw has been made, we may continue to do sufficient work on the matter to provide for an orderly transition and to give our client a reasonable opportunity to arrange new representation.

9. *Miscellaneous.* This Practices Description and the retainer letter will be construed under Nevada law, without regard to its principles of conflict laws. In the event of any dispute between our client(s) and us, the exclusive jurisdiction for resolution thereof will be the federal and state courts located in Clark County, Nevada, or, if the dispute concerns our fees, the Fee Dispute Committee of the State Bar of Nevada, and in the event of any arbitration, such proceedings will be held in Clark County, Nevada. The retainer letter may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken tougher, shall constitute but one and the same instrument. The retainer letter may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and affect as if it had been executed by the actual signature of any party.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance that will act to prohibit the acceptance and consideration of Title 6 liquor licenses and Title 19 land use entitlement requests for off sale/package liquor at establishments on or adjacent to the pedestrian mall as defined by LVMC 11.68, add new regulations regarding the sale of alcoholic beverages at any existing establishments along such pedestrian mall pursuant to a package license, and clarify that establishments that sell alcoholic beverages pursuant to a tavern license may only sell alcohol off-sale from behind the bar or storeroom. (Bill No. 2014-29)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This item is for Council approval of a business impact statement regarding a proposed ordinance that will act to prohibit the acceptance and consideration of Title 6 liquor licenses and Title 19 land use entitlement requests for off sale/package liquor at establishments on or adjacent to the pedestrian mall as defined by LVMC 11.68, add new regulations regarding the sale of alcoholic beverages at any existing establishments along such pedestrian mall pursuant to a package license, and clarify that establishments that sell alcoholic beverages pursuant to a tavern license may only sell alcohol off-sale from behind the bar or storeroom.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2014-29

[An Ordinance Clarifying LVMC Title Six Rules Regarding the Sale, Packaging and Advertising of Alcoholic Beverages by Package and Off-Sale Liquor Licensees on or Adjacent to the LVMC 11.68 Pedestrian Mall, Clarifying LVMC Title Six Rules Regarding the Sale of Package Liquor by Tavern Licensees and Prohibiting the Issuance of any New LVMC Title 6 Package Liquor Licenses and LVMC Title 19 Land Use Entitlements for Package Liquor on or Adjacent to the LVMC Pedestrian Mall on a Retroactive Basis]

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2014-29, that acts to update the city's alcohol licensing regulations by clarifying LVMC Title Six rules regarding the sale, packaging and advertising of alcoholic beverages by package and off-sale liquor licensees on or adjacent to the LVMC 11.68 pedestrian mall, clarifying LVMC Title Six rules regarding the sale of package liquor by tavern licensees, and prohibiting the issuance of any new LVMC Title Six package liquor licenses and LVMC Title Nineteen land use entitlements for package liquor on or adjacent to the LVMC 11.68 pedestrian mall on a retroactive basis.

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.

Notice regarding the proposed ordinance was sent to approximately 2,389 licensees that could be impacted by the proposed language, comprising license types numbered L09, L12, L13, L15-19, L21, L23, L25, L28-31, L38, L40-L46 and L62 alcohol categories and A20, A23, A24, A32, B13, E07, G01, G04-G08, I07, M01, M11, M12, M22, P04, R03, R11, S20, S23-S26, T25, T29 and W01 privileged, non-alcohol categories. In addition, six local chambers of commerce were notified of the proposed amendments and the City made the proposed language available on its website for review and comment, and it is still available on the City website or at the Business Licensing Division for any interested persons.

In addition, the City held two informational work sessions on April 14, 2014 and April 17, 2014 that were noticed to the 2,389 licensees by postcard mailer, and advertised on the CLV Development Facebook page, as well as posting notices on the 1st, 3rd and 6th floors of the Development Services Center. Sixty-two people appeared between the two meetings, and oral comments were received and documented by City staff. The meeting attendance sheets with documentation of the oral comments are attached hereto as Exhibits "1" and "2."

No comments were received by e-mail, no comments were received through the City of Las Vegas website, and no phone calls on the proposed ordinance were logged.

The City solicited comments on proposed regulations that affected the following: 1) increasing the possible civil penalties for violation of the municipal code or alcoholic beverage license conditions; 2) adding the ability for the director to suspend licenses under certain circumstance; 3) adding certain definitions to the municipal code; 4) adding restrictions on the sale, packaging and advertising of alcoholic beverages by package liquor and tavern licensees, 5) adding new

restrictions on the sale of alcoholic beverages upon pedestrian malls; 6) regulating the consumption of alcoholic beverages upon the pedestrian mall; 7) clarifying existing regulations and adding restrictions on the sale of alcoholic beverages when minors are present at an establishment licensed to sell alcoholic beverages 8) adding new regulations regarding nightclubs; and 9) clarifying how licensing fees are calculated on alcohol sales at a restaurant.

While City staff addressed the entirety of the proposed regulations (1-8, above) at the two work sessions, the sixty-two persons that attended the two work sessions addressed the proposed regulations from number 4, 5 and 6 above--adding restrictions on the sale, packaging and advertising of alcoholic beverages by package liquor and tavern licensees, adding new restrictions on the sale of alcoholic beverages upon pedestrian malls, and regulating the consumption of alcoholic beverages upon the pedestrian mall.

City staff has pared the final proposed ordinance before the City Council to the provisions that were addressed by the participants at the workshops. The proposed ordinance addresses three items: 1) new regulations on existing establishments selling alcohol pursuant to a package liquor license on or adjacent to the pedestrian mall designated by LVMC 11.68, 2) limiting tavern licensees permitted to sell alcoholic beverages off-sale to selling such closed containers from behind a bar or out of a storeroom only, and 3) a prohibition on LVMC Title 6 package liquor licenses and LVMC Title 19 land use entitlements for package liquor for establishments on or adjacent to the pedestrian mall designated by LVMC 11.68.

As indicated above, a summary of the comments are attached to the meeting attendance sheets. In a nutshell, many of the participating parties advocated that the City strike any new regulations on package liquor sales along the pedestrian mall, that consumption of alcoholic beverages should be permitted along the pedestrian mall no matter where such beverages were purchased, and that the specific proposal to disallow sales of alcoholic beverages from establishments selling package liquor between the hours of 7 p.m. and 6 a.m. the following morning be stricken in its entirety or applied to all purveyors of alcoholic beverages, no matter the license classification type.

Not only did City staff pare the current ordinance before City Council as indicated above, City staff amended or removed from consideration a number of proposed regulations on package liquor sales along the pedestrian mall. City staff removed the proposed regulation restricting sales between 7 p.m. to 6 a.m., as well as a requirement that package liquor be sold in special bags that indicate that the alcoholic beverage is not permitted to be consumed along the Fremont Street Experience.

A copy of the new ordinance may be found on the City website or at the Business Licensing Division for any interested persons.

. . .

. . .

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:

By postponing the consideration of many of the proposed regulations for which comments were solicited, and removal of the proposed limitation on package liquor sales between 7 p.m. and 6 a.m. along the pedestrian mall, the City does not believe that the proposed amendments will have any significant adverse effects upon businesses.

The proposal to prohibit land use and liquor license applications for package liquor along the pedestrian mall awaiting for consideration by the City Council, as well as all future application does not adversely impact any existing businesses.

Beneficial effects:

N/A

Direct effects:

City staff does not believe that the proposed amendments will have any significant direct adverse effects upon businesses. It is possible that the proposed package liquor restrictions on package licensees along the pedestrian mall and the proposed restrictions on tavern licensees limiting the display of off-sale liquor will have an indirect effect on those licensees sales of package liquor.

Indirect effects:

Indirectly, the new restrictions on the size of alcoholic beverages sold, as well as the alcohol content could indirectly affect sales of certain types of large high-alcoholic beverages. In addition, the restrictions on display and advertising package liquors could indirectly affect the sales for alcoholic beverages for some businesses.

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:

As indicated above, the City removed the proposed regulation on sales of package liquor by package liquor licensees between 7 p.m. and 6 a.m. the following day, and as such, the City does not believe that the proposed amendments will have any significant adverse effects upon businesses.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

N/A. The City will use its existing business license personnel to enforce these new regulations.

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

N/A. No new fees are proposed in the ordinance amended post-solicitation.

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:

N/A. No new fees are proposed in the ordinance amended post-solicitation.

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

N/A.

8. The reasons for the conclusions regarding the impact of the proposed rule on businesses:

Based upon the comments received at the two public workshops, and the amendments made to the proposed ordinance, while there may be some indirect effects to sales of large, high-alcohol beverages by package liquor licensees along the pedestrian mall, the City does not believe that the proposed amendments will have any significant adverse effects upon businesses.

CERTIFICATION

I certify that, to the best of my knowledge or belief, the information contained in this business impact statement was prepared properly and is accurate.

for BETSY FRETWELL

By: City Manager

Date: April 28, 2014

Exhibit 1

City of Las Vegas • Department of Public Works

Meeting Attendance Sheet

Project Name Proposed 2014 Civil Penalties + Liquor Licensing Update

Page 1 of 2
Date 4/14/14
Time 3:00 am pm

	Name	Company/Department	E-mail		
1.	Aliza Elezar Higuchi	322	athiguchi @ aol.com	Phone	210-1838
	Eli Elezra	1-2-3-45 Inc	"		210-3444
2.	Avi Hamatian	Visitor.	avihamatian @ Yahoo.com	Phone	
3.	Kei Hirai.		keiarhigachi @ yahoo.com	Phone	
4.	Tetsuo Higuchi		tetsuoarhigachi @ yahoo.com	Phone	
5.	Patricia Montesinos			Phone	
6.	CHRIS KEMPFER		CLK@KCNVLAW.COM	Phone	792-7000
7.	Ariel Alterna		Ariakerman@aol.com	Phone	460-5362
8.	Guido Alterna		↓	Phone	↓
9.	JT MORAN III		JT3.MORAN@MORANLAWFIRM.COM	Phone	702.384.8424
10.	MILES OHYE		mohye@abestores.com	Phone	262-6701
11.	ALVARO CONSTANTINO			Phone	
12.	NICOLETT CSICSKA			Phone	
13.	MONICA SOROS			Phone	
14.	Angelica Lara			Phone	210-8727
15.	Jeknath Perera			Phone	427-1155
16.	Armosh Morsisyan			Phone	
17.	Dinora Lamus			Phone	735-15-95

FM-0498-04-13

Changes to the Civil Penalty Provisions and Alcohol Licensing Regulations Industry Workshop and Q&A Session

April 14, 2014

	Name	Organization and Address	Phone Number / E-mail
1	Karen Duddlesten	CLV-Planning Department – Business Licensing 333 N. Rancho Drive Las Vegas, NV 89106	702-229-6413 kduddlesten@lasvegasnevada.gov
2	David Stoft	McDonald Carano Wilson LLP 2300 W Sahara Ave, Ste 1200 LV NV 89102	702-873-4100
3	Seth Floyd	"	"
4	Terry Care	"	"
5	Jon Schoeman	LAS Vegas Sun	
6	Steve Marcus	"	
7	ALBERT GABAY	LAS VEGAS	
8	Mali Gabay	Las Vegas	
9	Nubia Almendariz	Las Vegas	
10	Nieves Alvarez	Las Vegas	
11	Val Smith	Las Vegas	
12	Deborah Gabay	Las Vegas	
13	Edward Hauser	Las Vegas	702-742-4104
14	Patricia Montesinos	Las Vegas	
15			
16			
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21			

PLANNING & DEVELOPMENT

City of Las Vegas

☒ Meeting ☐ Telephone ☐ Conversation Record

Page 1 of 1
Date 4 / 14 / 14
Time 3 : 00 am pm

Project Name Proposed 2014 Civil Penalties & Liquor Licensing

Conversation between CLV Representative(s): Karen D., Mary E, + Robert S.
and,

Name	Company/Department	Phone	FAX
See Attendance Sheets			

☒ **see Meeting Attendance Sheet**

Comments:

- Quick Recap of process, power point about recent trends, asked about more comprehensive "heat" mapp from Metro, metro data to website for download list of downtown stakeholders need
- praising as reason for increase in licenses for alcohol
- disparity between package liq. v. taverns/casinos in ped mall
  - too many freebees to FEED no "help" for FSE
- no hours of operation (p 13 lin 6-7) alot of people agreed to this one.
- limit all ped casios same as package liq
- allow ped mall free flow of alchole, open consuption
- 1000 ft requirement is too restrictive
- increased METRO/Security
- thought memo/agreement was enough no need for amendment
- Changes will not improve crime issues
- 3 strikes has to have time element / and weighting of severity of infraction
- consumption in non-licensed location as violations
- Consumer should be fined not retailer
- streamline liquor

07301-002-05-05

Exhibit 2

Changes to the Civil Penalty Provisions and Alcohol Licensing Regulations Industry Workshop and Q&A Session

April 17, 2014

	Name	Organization and Address	Phone Number / E-mail
1	Karen Duddlesten	CLV-Planning Department – Business Licensing 333 N. Rancho Drive Las Vegas, NV 89106	702-229-6413 kduddlesten@lasvegasnevada.gov
2	Luis G Lara		
3	ELI ELEZRA	Survier Super MART	
4	Tetsuo Higuchi	"	
5	MOSAB [illegible]	"	
6	Aliza Elazar High	322	
7	Kei Hmai	322 Fremont St.	
8	Jakmath Perez	—	
9	ARMOSH MOVEM	Binions Fremont	
10	Ernesto Vidal	Souvenir Super mart.	
11	MILES OPPE	13 Fremont St	
12	Seth Floyd	McDonald Grand Wilini 2300 W Sahara	873-4100
13	GUIDO ACKERMAN	VIVA VEGAS	
14	Soundheera K. Adhikari	Souvenir. Supermarket	
15	[illegible]		
16	Lynn Armstrong	Crazy ely western Village	684-2796
17	Dan Boyle		
18	Aziel Alferma	Viva Vegas	
19	Dolores Perez		
20	J T Moran	Law firm	
21			

Changes to the Civil Penalty Provisions and Alcohol Licensing Regulations Industry Workshop and Q&A Session

April 17, 2014

	Name	Organization and Address	Phone Number / E-mail
1	Karen Duddlesten	CLV-Planning Department – Business Licensing 333 N. Rancho Drive Las Vegas, NV 89106	702-229-6413 kduddlesten@lasvegasnevada.gov
2	[illegible]	Higuchi Dental [illegible]	702-3853422
3	[illegible]		702-~~[illegible]~~ 2455
4	[illegible]		702-561-9290
5	[illegible]		702-245-5565
6	[illegible]		702 384-8424
7	Mali Gabay		
8	Deborah Gabay		
9	Nubia A		—
10	[illegible]		
11	[illegible]		
12	Gana Kerayan		702-222-7523
13	[illegible]		702-576-7407
14			
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PLANNING & DEVELOPMENT

City of Las Vegas

☒ Meeting ☐ Telephone ☐ Conversation Record

Page 1 of 1
Date 4 / 19 / 14
Time 10 : 00 AM pm

Project Name Proposed 2014 Civil Penalties & Liquor Licensing

Conversation between CLV Representative(s):
and,

Name	Company/Department	Phone	FAX

☒ see Meeting Attendance Sheet

Comments:

- Quick presentation to group, mostly the same as previous meeting participation
- Consumption w/o distance limitation was
- Sec 3(B) advertisement strike Strike entire.
- Sec 7 (E) (I) Strike pedestrian mall restrictions
- Universal hours of operations restrictions if any restriction imposed
- Sec 6 (D) security
- lots of confusion about when they can open their beverage depending on where ~~they~~ tourist/Patrons buy it
- address homeless situation to reduce issues
- NV State intoxication law invalidates distance (1,000 ft) requirments
- Police (Metro) better than private security
- FSE failing to provide enough/right security

ADDENDUM TO BUSINESS IMPACT STATEMENT
FOR BILL NUMBER 2014-29

This addendum to the Business Impact Statement for Bill No. 2014-29 is necessary as this written correspondence was received on the last day of the solicitation period after the Bill and Business Impact Statement had been filed with the City Clerk for introduction at the May 7, 2014 City Council meeting.

City staff has reviewed the written comments provided and have provided these comments to the City Council members as a part of the Business Impact Statement. Regarding the language proposed by the written comments for regulation of package liquor establishments on or adjacent to a pedestrian mall, the Bill addresses most of the proposals, with the most notable exceptions being the proposed prohibition on sale of package liquor between 6 p.m. and 6 a.m. the following day and the proposed requirement that package liquor be placed in a clearly marked bag. City staff plans to address civil penalties for violation of license conditions or city code at a later date.

April 28, 2014

City of Las Vegas
Planning Department
Business Licensing Division
333 N. Rancho Drive – Third Floor
Las Vegas, NV 89106

Re: Comments in Response to Proposed 2014 Civil Penalties and Liquor Licensing Update

Dear Ms. Duddlesten:

Thank you for the opportunity to provide comments to the draft ordinance regarding alcohol consumption in the City of Las Vegas (Proposed 2014 Civil Penalties and Liquor Licensing Update). On behalf of the Fremont Street Experience and its member properties, the Fremont East Entertainment District and its member properties, the Downtown Las Vegas Alliance and the Las Vegas Metropolitan Police Department, the undersigned submit the following comments and recommendations regarding the draft ordinance.

I. Limit Scope of Ordinance

A. Boundaries

As an initial matter, we believe the ordinance should be limited to Fremont Street and the immediate surrounding area making up what is the tourist and entertainment core of downtown Las Vegas. The uniqueness of this area sets it apart from the rest of the City, while the significant tourist and visitor volumes, coupled with its hospitality, gaming, entertainment and nightlife, drive the need for its own set of rules and regulations. In fact, the City has already recognized this area's uniqueness with its adoption of the curfew zone last fall relating to minors. Our suggested boundaries for the application of the liquor licensing ordinance – Stewart, Eighth, Bridger and the Union Pacific railroad tracks – roughly mirror the curfew zone and encompass the downtown tourism and entertainment area. Importantly, these include the City-designated Casino District, Gateway District and the Fremont East Entertainment District.

Additionally, having one set of rules for this area provides for a more consistent and fair application and enforcement of liquor regulations. This allows visitors to the area (both tourists and locals) to stroll through the area without the rules changing from one district to another, which in turn reduces the likelihood of accidental violation of the law. A consistent set of rules also supports existing businesses in the area and promotes additional business growth by ensuring stability and predictability for entrepreneurs and investors

B. Packaged Liquor

The proposed ordinance includes numerous proposed revisions to the liquor code that, while important, do not directly address the most pressing alcohol-related issue relevant to the downtown tourism and entertainment area: packaged liquor. Packaged liquor sales on Fremont Street are a relatively new phenomenon with all but one of the packaged liquor outlets approved within the last few years. The open container environment on and around Fremont Street (indeed, the entire City) has been in existence for decades if not since the City's existence. However, the combination of packaged liquor in an entertainment district environment wherein numerous tavern and related sales-by-the-glass establishments exist, along with a voluminous visitor volume, has indeed created the problems we all anticipated and attempted to make clear to Council when FSE protested the approval of packaged liquor in the first place.

First and foremost is an inherent inability to enforce the law with respect to packaged liquor. The City code prohibits the opening of packaged liquor within 1,000 feet of its purchase. However, as has been evidenced by Metro and the City Attorney's Office, the City's code is completely unenforceable with respect to this prohibition in the casino and entertainment districts. Consequently, sales by packaged liquor licensees are made to patrons who presume that opening the sealed container is fully permissible. Worse yet, some licensees are complicit in, if not actually encourage, such behavior in full violation of the law. However, once the previously sealed container makes its way into the open container environment, it is virtually impossible for the City or Metro to enforce the law. Notably, the recommended boundaries for this ordinance also roughly mirror the 1,000-foot radius from packaged liquor establishments along Fremont Street.

Additionally, the recent influx of packaged liquor volume in a condensed area on Fremont Street has created great accessibility to large amounts of cheap and high-content alcoholic beverages without the self-regulation inherent within the tavern, serve-by-the-glass model. Moreover, the accessibility of packaged liquor has likewise fueled a homeless and vagrancy population drawn by the accessibility to inexpensive hard alcohol within the existing visitor volumes that provide for greater panhandling opportunities. All of which is a recipe for a deteriorating environment for visitors and a pattern of addiction for some of our homeless citizens.

The result is a strain on the city's budget in the form of repeated 911 calls for service to the downtown Fire Station, which then transports the injured, inebriated parties to UMC where further public cost is incurred. Once no longer in an emergency state, they are transferred to Westcare for further publicly funded services. After 48 hours, these individuals resurface on Fremont Street only to repeat the pattern. It comes as no surprise that almost every other major entertainment district in the United States severely restricts, or in most cases prohibits, the sale of packaged liquor. We should learn from their experience.

II. Packaged Liquor Restrictions

For the above reasons we support many of the restrictions proposed in the draft ordinance relating to packaged liquor. We recommend that the following merit adoption by the City, along with a few additional regulations, only within the boundaries suggested above:

1. Prohibit the granting of any new packaged liquor licenses except for grocery stores.
    a. More clearly and specifically define "grocery store" in a manner that supports the growth of residential development within the downtown area and in recognition of the nature of small, urban groceries or markets.
    b. Require an applicant for a packaged liquor license to meet a market-demand burden established by Business Licensing.
2. Excepting grocery stores, adopt the following restrictions for existing packaged liquor licensees:
    a. Prohibit the sale of packaged liquor between the hours of 6:00 p.m. to 6:00 a.m.
    b. Prohibit the sale of:
        i. Individual bottles, can-openers and plastic cups.
        ii. Containers of alcohol greater than 32 oz.
        iii. Containers one pint or less except for beer and wine.
        iv. Any malt or beer beverage with an alcoholic content greater than 8% by volume.
    c. Require each alcoholic beverage purchase be placed in a colored bag or receptacle clearly marked with the name and address of the establishment.
    d. Post a sign at each entrance and exit that states: "Alcohol purchased at this location cannot be consumed within the Fremont Street Experience or within 1000 feet of this store."
    e. Prohibit advertising of alcohol and alcohol prices on the exterior of the establishment or inside the establishment that is visible from outside of the establishment.
    f. Restrict location of packaged liquor displays to a minimum of 10 feet from any entrance unless further restricted by the land use entitlement.
    g. Restrict square footage of the packaged liquor display to 10% of the gross retail floor area, or the area authorized by the land use entitlement, whichever is less.
    h. Adopt licensing fees sufficient to support City administration and enforcement of packaged liquor regulations.
3. Adopt swift and severe penalties for code violations that include:
    a. Three strikes with increased fines (e.g., $500, $1,000, $5,000).
    b. Upon third violation, suspension of license pending a show-cause hearing before the City Council regarding license revocation.
4. Limit the sales of Packaged Liquor to a truly incidental or accessory use – the sale of packaged liquor may not exceed 25% of gross sales. All but one of the six gift store currently selling packaged liquor survived well for many years without selling such products.

Thank you again for the opportunity to provide comments on the proposed ordinance. We greatly appreciate the effort of you, your division and the City in proposing thoughtful regulations aimed at creating a safer, more vibrant and more welcoming downtown Las Vegas. As partners with the City in both its rich history and bright future, we look forward to continue working with the City and its Council in achieving that goal.

Sincerely,

Jeff Victor
President
Fremont Street Experience

Todd Kessler

Cpt. Shawn Andersen
Downtown Area Command
Las Vegas Metropolitan Police Dept.

Michael Nolan
President
Fremont East Entertainment District

Terry Murphy
President
Downtown Las Vegas Alliance

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: OFFICE OF CULTURAL AFFAIRS
DIRECTOR: NANCY DEANER ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve an Interlocal Agreement By and Among Clark County, the Urban Land Institute Nevada, the City of Las Vegas and the University of Nevada, Las Vegas for the Maryland Parkway Public Art Urban Design Plan which incorporates potential public art sites into the Regional Transportation Commission's transit plan for Maryland Parkway ($10,000 - Las Vegas Arts Commission General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,000
Funding Source: Las Vegas Arts Commission General Fund
Dept./Division: Office of Cultural Affairs

PURPOSE/BACKGROUND:
The County has submitted a National Endowment for the Arts (NEA), Our Town Grant. The NEA Our Town grant requires a 1:1 match of both cash and in-kind services. The City of Las Vegas Arts Commission has committed $10,000 contingent upon Clark County receiving the grant award and Clark County has committed to matching that contribution.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT BY AND AMONG CLARK COUNTY, THE URBAN LAND INSTITUTE NEVADA, THE CITY OF LAS VEGAS AND THE UNIVERSITY OF NEVADA, LAS VEGAS FOR THE MARYLAND PARKWAY PUBLIC ART URBAN DESIGN PLAN

This Interlocal Agreement (hereinafter referred to as "Agreement"), dated this _____ day of _____, 2014, is entered into by and among Clark County, a political subdivision of the State of Nevada (hereinafter referred to as the "County"), Urban Land Institute Nevada, a 501 (c) (3) non-profit corporation (hereinafter referred to as "ULI"), the City of Las Vegas, a municipal corporation within the State of Nevada (hereinafter referred to as the "City"), and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, (hereinafter referred to as "UNLV"). The County, ULI, City and UNLV hereinafter may be referred to collectively as the "Parties."

RECITALS

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

WHEREAS, the County has submitted an application to the National Endowment for the Arts (NEA) Our Town Grant (the "Grant") (See Exhibit "A" attached hereto and made a part of this Agreement); and

WHEREAS, the County will be the lead agency to administer and implement the Grant, if awarded; and

WHEREAS, the creation of a cohesive, overall public art urban design plan in conjunction with the Regional Transportation Commission of Southern Nevada's redesign of Maryland Parkway for either light rail or rapid bus transit will benefit the Parties.

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

1. **PURPOSE.** This Agreement is made for the purpose of setting forth the respective obligations of the Parties hereto in connection with the Grant for the development of the Maryland Parkway Public Art Urban Design Plan (the "Plan").

2. OBLIGATIONS AND RESPONSIBILITIES.

2.1 The County shall be responsible for the accounting, grant reporting and payment processing of the Grant award and partner contributions.

(a) The County will establish a separate fund established specifically for administrating the Grant and for the purpose of receiving the contributions to be made by the County, ULI and the City pursuant to Section 3 below.

(b) All reports, information, and data obtained or developed in connection with work performed under this Agreement shall be made available to each Party without charge before the termination of this Agreement.

2.2 The County shall work with ULI as the 501 (c) (3) nonprofit organization required by the Grant.

2.3 The County will be responsible for ensuring that each Party receives a copy of the final Plan for their own use and implementation within their jurisdictions.

2.4 The Parties shall participate in selecting a multi-disciplinary design team which shall include one or more artists in an open call, juried process.

2.5 Upon the completion of the selection process, the County shall be responsible for contracting with the selected multi-disciplinary design team members, including artist(s), and fulfilling those contractual obligations.

2.6 ULI shall act as a consultant to the Parties and as a facilitator to the community during each phase of outreach and design plan development.

2.7 ULI shall assist in the design team open call juried selection process and provide suggested selection criteria to ensure that the attainment of artistic and design excellence for the design team members is achieved.

3. PROJECT FUNDING. It is agreed that the 1:1 funding sources match for the Grant for the commissioning of a multi-disciplinary design team to create the PLAN is a total of $30,000.00 cash contribution fund to be funded in September, 2014 if the County is awarded the Grant amount of $50,000.00 in August, 2014;

3.1 Funding of Local Share: The Parties agree that the following allocation ratios and funding sources are established as binding for the purpose of funding the local share for the 1:1 grant match:

(a) Clark County will be responsible for the payment of $10,000.00 from the Percent for the Arts program, County Arts Fund;

(b) The City of Las Vegas will be responsible for the payment of $10,000.00;

(c) UNLV will be responsible for the payment of $10,000.00;

3.2 In-Kind Contributions Share: The Parties agree to the following in-kind contributions:

(a) The County will be responsible for staffing in-kind contributions of $12,070.00 to oversee the project, administration of the Grant and for overseeing the portion of the community outreach that falls within their jurisdiction;

(b) ULI will be responsible for staffing in-kind contributions of $4,800.00 for the portion of community outreach consultation and facilitation;

(c) The City will be responsible for staffing in-kind contributions of $4,500.00 for the portion of community outreach that falls within their jurisdiction;

4. **TERM.** Subject to Section 5 below, this Agreement is effective as of the last date any authorized representative executes this Agreement ("Effective Date") and shall continue for the earlier of two (2) years or until the completion and distribution of the final Plan to each Party. This Agreement may be extended upon mutual written agreement by the Parties. Any Party exercising its right of termination under Section 5 below shall remain responsible for the payment of its contribution for its share of the obligations incurred under this Agreement prior to the termination of this Agreement.

5. **TERMINATION.** Any Party may terminate its participation or obligations under this Agreement by giving 30-day written notice of termination to the other Parties.

6. **CHANGES AND DISPUTES.**

6.1 The Parties agree that representatives of the Parties may make changes, as appropriate or required, to accomplish objectives of this Agreement; provided, however, that such changes do not result in an increase in the financial obligation of any Party.

6.2 The Parties will attempt to resolve all claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach thereof among the Parties, through informal means in an amicable and productive manner. Nothing in this Section limits any Party from exercising its right of termination under Section 5 above.

7. **LIABILITY.** Nothing contained in this Agreement shall be construed as making any Party hereto the agent, employee, or co-venturer of any other Party hereto. No Party assumes liability for claims or actions arising out of the performance of work under this Agreement by any other Party or its agents.

8. **UNCONTROLLABLE FORCES.** Each Party will act in good faith in completing its responsibilities as described in this Agreement. To the extent that performance of an obligation under this Agreement is prevented or delayed by any cause which is beyond the reasonable control of any Party, such non-performance will be deemed justified and a revised schedule or redistribution of responsibilities will be established.

9. **GOVERNING LAW.** Nevada law shall govern the interpretation of this Agreement.

10. **INTEGRATION.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and subsumes and incorporates all prior written and oral statements and understandings with respect to the matters covered herein.

11. **EXECUTION AND EFFECT.** This Agreement may be signed in counterparts and the Agreement and each signature will be effective just as if all signatories had signed the same document. Originally signed counterparts of this Agreement shall be transmitted to the County.

12. **NOTICES AND AUTHORIZED REPRESENTATIVES.** Notices given pursuant to the provisions of this Agreement, or which are necessary to carry out its provisions, must be in writing and delivered to the person to whom the notices are to be given, or mailed, postage prepaid, addressed to that authorized representative. The Parties' authorized representatives and their addresses for this purpose are as follows:

For the County:

Clark County
Director, Parks and Recreation Department
2601 Sunset Road
Las Vegas, NV 89120
(702) 455-8200 Office
(702) 455-8153 Fax

For ULI:

Richard Serfas
ULI Nevada District Council Chair
P.O. Box 95194
Las Vegas, NV 89193-5194
(702) 952-2480 Office
(702) 798-8653 Fax

For the City:

City Manager
City of Las Vegas
City Hall Building
495 South Main Street. 7th Floor
Las Vegas, NV 89101
(702)-229-6501 Office
(702)-388-1807 Fax

For UNLV:

Gerry Bomotti
Sr. Vice President for Finance and Business
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Box 451004
Las Vegas, NV 89154-1004
(702) 895-3571 Office
(702) 895-1090 Fax

13. **COUNTERPART SIGNATURES**. This Agreement may be executed in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed to be a signature to all of the other executed counterparts, and may be appended thereto. A copy of this Agreement executed by an individual Party may be delivered by facsimile or e-mail to the other Parties and upon receipt thereof will be deemed binding on that Party, regardless of whether the original executed Agreement is delivered thereafter by that Party.

IN WITNESS WHEREOF, each Party has executed this document as of the Effective Date as described in Section 4.

INTERLOCAL AGREEMENT BY AND AMONG CLARK COUNTY, THE URBAN LAND INSTITUTE NEVADA, THE CITY OF LAS VEGAS AND THE UNIVERSITY OF NEVADA, LAS VEGAS FOR THE MARYLAND PARKWAY PUBLIC ART URBAN DESIGN PLAN

CITY OF LAS VEGAS

_____

Carolyn G. Goodman, Mayor Date

Attest:

_____

Beverly K. Bridges, MMC, Date
City Clerk

Approved as to Form:

Robert S. Sylvain 4-8-14

Robert S. Sylvain Date
Deputy City Attorney

Approved on _____, by the City Council for the City of Las Vegas.

INTERLOCAL AGREEMENT
AMONG CLARK COUNTY,
THE URBAN LAND INSTITUTE NEVADA, THE CITY OF LAS VEGAS AND
THE UNIVERSITY OF NEVADA, LAS VEGAS
FOR THE MARYLAND PARKWAY PUBLIC ART URBAN DESIGN PLAN

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Approved By:

_____

Gerry Bomotti, Senior Vice President of Finance and Business Date

INTERLOCAL AGREEMENT
AMONG CLARK COUNTY,
THE URBAN LAND INSTITUTE NEVADA, THE CITY OF LAS VEGAS AND
THE UNIVERSITY OF NEVADA, LAS VEGAS
FOR THE MARYLAND PARKWAY PUBLIC ART URBAN DESIGN PLAN

URBAN LAND INSTITUTE NEVADA

_____

Richard Serfas, ULI Nevada Chair Date

INTERLOCAL AGREEMENT
AMONG CLARK COUNTY,
THE URBAN LAND INSTITUTE NEVADA, THE CITY OF LAS VEGAS AND
THE UNIVERSITY OF NEVADA, LAS VEGAS
FOR THE MARYLAND PARKWAY PUBLIC ART URBAN DESIGN PLAN

CLARK COUNTY

_____

Steve Sisolak, Chair Clark County Board of Commissioners Date

Attest:

Approved on _____, by the Board of County Commissioners for Clark County

_____

Diana Alba, County Clerk Date

Approved As To Form:

_____

Mary Ann Peterson, Deputy District Attorney

Grant Application Package

Opportunity Title:	NEA Our Town Application, FY 2014
Offering Agency:	National Endowment for the Arts
CFDA Number:	45.024
CFDA Description:	Promotion of the Arts_Grants to Organizations and Indiv
Opportunity Number:	2014NEA01OT
Competition ID:	NONE
Opportunity Open Date:	09/24/2013
Opportunity Close Date:	01/13/2014
Agency Contact:	NEA staff at OT@arts.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: Clark County, NV

Select Forms to Complete

Mandatory

- Application for Federal Domestic Assistance-Short Organizational
- Project/Performance Site Location(s)
- NEA Organization & Project Profile
- Attachments

Optional

Instructions

Show Instructions >>

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

OMB Number: 4040-0003
Expiration Date: 7/30/2011

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

*** 1. NAME OF FEDERAL AGENCY:**

National Endowment for the Arts

2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

45.024

CFDA TITLE:

Promotion of the Arts_Grants to Organizations and Individuals

*** 3. DATE RECEIVED:** Completed Upon Submission to Grants.gov **SYSTEM USE ONLY**

*** 4. FUNDING OPPORTUNITY NUMBER:**

2014NEA01OT

* TITLE:

NEA Our Town Application, FY 2014

5. APPLICANT INFORMATION

* a. Legal Name:

Clark County, NV

b. Address:

* Street1:	Street2:
500 S. Grand Central Parkway	
* City:	County/Parish:
Las Vegas	Clark County
* State:	Province:
NV: Nevada	
* Country:	* Zip/Postal Code:
USA: UNITED STATES	89155-4502

c. Web Address:

http:// www.clarkcountynv.gov

* d. Type of Applicant: Select Applicant Type Code(s):	* e. Employer/Taxpayer Identification Number (EIN/TIN):
B: County Government	88-6000028
Type of Applicant:	* f. Organizational DUNS:
	1768756560000
Type of Applicant:	* g. Congressional District of Applicant:
	NV-001
* Other (specify):	

6. PROJECT INFORMATION

* a. Project Title:

The Maryland Parkway Public Art Urban Design Plan

* b. Project Description:

To support The Maryland Parkway Public Art Urban Design Plan that will create a cohesive, overall creative placemaking design for public art to be implemented in conjunction with the Regional Transit Commission's Maryland Parkway re-design for either light rail or rapid bus transit.

The public art urban design plan will establish intriguing public spaces along the parkway including, but not limited to, park-like environments, plazas, increased landscapes, distinctive neighborhoods, business and retail districts, enhanced infrastructure, and pedestrian bridges utilizing artist-designed and produced elements integrated into surrounding streetscapes.

The desired long-term goal is to increase the livability and viability of the associated neighborhoods and commercial districts and to foster arts-based community development by integrating art and design into the environment along the parkway.

c. Proposed Project: * Start Date: 09/01/2014 * End Date: 08/31/2016

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

7. PROJECT DIRECTOR

Prefix: Ms. / * First Name: Denise	Middle Name: R
* Last Name: Duarte	Suffix:
* Title: Public Art Cultural Specialist	* Email: Denise.Duarte@ClarkCountyNV.gov
* Telephone Number: 702-455-8685	Fax Number: 702-455-7644
* Street1: 3130 S. McLeod Drive	Street2:
* City: Las Vegas	County/Parish: Clark County
* State: NV: Nevada	Province:
* Country: USA: UNITED STATES	* Zip/Postal Code: 89121-2256

8. PRIMARY CONTACT/GRANTS ADMINISTRATOR

☒ Same as Project Director (skip to item 9):	
Prefix: Ms. / * First Name: Denise	Middle Name: R
* Last Name: Duarte	Suffix:
* Title: Public Art Cultural Specialist	* Email: Denise.Duarte@ClarkCountyNV.gov
* Telephone Number: 702-455-8685	Fax Number: 702-455-7644
* Street1: 3130 S. McLeod Drive	Street2:
* City: Las Vegas	County/Parish: Clark County
* State: NV: Nevada	Province:
* Country: USA: UNITED STATES	* Zip/Postal Code: 89121-2256

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

9. * By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

** I Agree ☒

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

AUTHORIZED REPRESENTATIVE

Prefix:	* First Name:	Middle Name:
Ms.	Jane	
* Last Name:		Suffix:
Pike		
* Title:		* Email:
Director		JEPX@ClarkCountyNV.gov
* Telephone Number:		Fax Number:
702-455-8822		
* Signature of Authorized Representative:		* Date Signed:
Completed by Grants.gov upon submission.		Completed by Grants.gov upon submission.

OMB Number: 4040-0010
Expiration Date: 08/31/2011

Project/Performance Site Location(s)

Project/Performance Site Primary Location ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Clark County, NV

DUNS Number: 1768756560000

* Street1: 500 S. Central Parkway

Street2:

* City: Las Vegas County: Clark

* State: NV: Nevada

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 89155-4502 * Project/ Performance Site Congressional District: NV-001

Project/Performance Site Location 1 ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: City of Las Vegas

DUNS Number: 0193423170000

* Street1: 495 S. Main Street

Street2:

* City: Las Vegas County: Clark County

* State: NV: Nevada

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 89101-6318 * Project/ Performance Site Congressional District: NV-001

Additional Location(s) Add Attachment Delete Attachment View Attachment

National Endowment for the Arts
Organization & Project Profile Form

OMB Number: 3135-0112
Expiration Date: 11/30/2013

PART 1: APPLICANT

Legal Name: Clark County, NV

Popular name (if different):

Total organizational operating expenses for the most recently completed fiscal year: $ 47,384,924.00

For year ending (Month/Year, e.g., 00/0000): 06/2013

For this application, the applicant is serving as a: NA: Not Applicable

For:

APPLICANT ORGANIZATION STATUS:

Select the *one* item which best describes the legal status of the organization.

- ☐ 02: Nonprofit organization
- ☐ 08: Municipal government
- ☐ 05: State government
- ☐ 09: Tribal government
- ☒ 07: County government
- ☐ 99: None of the above

APPLICANT ORGANIZATION DESCRIPTION:

The following codes work in conjunction with the Organization Discipline codes below (e.g., select "Performing Group" here and "Theater" below to indicate that your organization is a theater company). Select the *one* item which best describes the organization:

- ☐ 49: Artists' Community, Arts Institute, or Camp
- ☐ 15: Arts Center
- ☐ 16: Arts Council or Agency
- ☐ 17: Arts Service Organization
- ☐ 26: College or University
- ☐ 32: Community Service Organization
- ☐ 14: Fair or Festival
- ☐ 30: Foundation
- ☐ 10: Gallery/Exhibition Space
- ☒ 38: Government
- ☐ 28: Historical Society/ Commission
- ☐ 29: Humanities Council or Agency
- ☐ 12: Independent Press
- ☐ 27: Library
- ☐ 13: Literary Magazine
- ☐ 11: Media-Film
- ☐ 98: Media-Internet
- ☐ 45: Media-Radio
- ☐ 46: Media-Television
- ☐ 08: Museum-Art
- ☐ 09: Museum-Other
- ☐ 07: Performance Facility
- ☐ 03: Performing Group
- ☐ 47: Presenter/Cultural Series Organization
- ☐ 35: Religious Organization
- ☐ 19: School District
- ☐ 48: School of the Arts
- ☐ 50: Social Service Organization
- ☐ 18: Union or Professional Association
- ☐ 99: None of the above / Please specify:

APPLICANT ORGANIZATION DISCIPLINE:

Select the *one* discipline that is most relevant to your organization.

- ☐ 72: Artist Communities
- ☐ 51: Arts Education
- ☐ 33: Dance
- ☐ 42: Design
- ☐ 55: Folk & Traditional Arts
- ☐ 52: Literature
- ☐ 62: Local Arts Agencies
- ☐ 34: Media Arts
- ☐ 44: Museums
- ☐ 31: Music
- ☐ 36: Opera
- ☐ 54: Presenting & Multidisciplinary Works
- ☐ 32: Theater & Musical Theater
- ☒ 41: Visual Arts
- ☐ 99: None of the above / Please specify:

Legal Name: Clark County, NV

PART 2: PROJECT

PROJECT FIELD / DISCIPLINE:

42: Design

CATEGORY:

07: Our Town

INTENDED OUTCOME:

Primary Outcome:

H: Livability: American Communities are Strengthened Through the Arts

Secondary Outcome:

F: Engagement: Americans Throughout the Nation Experience Art

PROJECT BUDGET SUMMARY:

Amount Requested:	$	50,000.00
+ Total Match for this Project:	$	51,370.00
= Total Project Costs:	$	101,370.00

Legal Name: Clark County, NV

PROJECT ACTIVITY TYPE:

Primary Activity Type: 19: Research/Planning

Secondary Activity Type: 33: Building Public Awareness

25 **Apprenticeship**

12 **Arts Instruction**
Includes lessons, classes and other means to teach knowledge of and/or skills in the arts

04 **Artwork Creation**
Includes media arts, design projects, and commissions

02 **Audience Services**
(e.g., ticket subsidies)

36 **Broadcasting**
via TV, cable, radio, the Web, or other digital networks

33 **Building Public Awareness**
Activities designed to increase public understanding of the arts or to build public support for the arts

95 **Building International Understanding**
Includes activities that either bring international art and/or artists to the U.S. or bring American art and/or artists to other nations

05 **Concert/Performance/ Reading**
Includes production development

31 **Curriculum Development/ Implementation**
Includes the design and distribution of instructional materials, methods, evaluation criteria, etc.

24 **Distribution of Art**
(e.g., films, books, prints; do not include broadcasting)

06 **Exhibition**
Includes visual arts, media arts, design, and exhibition development

08 **Fair/Festival**

09 **Identification/ Documentation**
(e.g., for archival or educational purposes)

13 **Marketing**

96 **Presenting/Touring**

29 **Professional Development/ Training**
Activities enhancing career advancement

14 **Professional Support: Administrative**
Includes consultant fees

15 **Professional Support: Artistic**
(e.g., artists' fees, payments for artistic services)

17 **Publication**
(e.g., books, manuals)

16 **Recording/Filming/Taping**
(e.g., to extend the audience for a performance through film/tape; do not include archival projects)

18 **Repair/Restoration/ Conservation**

19 **Research/Planning**
Includes program evaluation, strategic planning, and establishing partnerships

20 **Residency - School**
Artist activities in an educational setting

21 **Residency - Other**
Artist activities in a non-school setting

22 **Seminar/Conference**

30 **Student Assessment**

34 **Technical Assistance**
with technical/administrative functions

35 **Web Site/Internet Development**
Includes the creation or expansion of Web sites, the development of digital art collections, interactive services delivered via the Internet, etc.

28 **Writing About Art/Criticism**

99 **None of the above/Please specify**

Legal Name: Clark County, NV

INDIVIDUALS BENEFITING:

Provide data for individuals expected to directly benefit from the project. Leave blank any items that are not applicable or for which supportable estimates do not exist.

Individuals to be Compensated from the Project Budget In completing this section, refer to your project budget (which should include both Federal and non-Federal matching funds). Count only those individuals who will be compensated from the project budget, whether in whole or in part, and whether engaged as an employee or contractor. Do not double-count. Audience/ Attendees/ Participants/ Learners should be accounted for in the next table.	**Number**
Artists	4
Teachers	
Others	
TOTAL	4

Audiences/Attendees/Participants/Learners Enter the number of people you anticipate reaching through each method as applicable. Do not double-count.				If you intend to use social and/or other new media to reach people, please check the appropriate column.	
	Through "Live" Arts Experience (Count of individuals who visit a venue - to engage with the arts, whether through attendance at arts events or participation in arts learning or other types of activities that involve people directly with artists or the arts. Do not count individuals primarily reached through TV, radio or cable broadcast, the Internet, or other media.)	Through Broadcast (TV, radio, cable)	Through Distribution of Physical Materials (e.g., CDs, DVDs, books)	Through Social Media (e.g., Facebook, Twitter, wikis)	Through Other New Media (e.g., websites, webcasts, eBooks and other downloads, streaming, mobile phone apps)
Adults	5,500				
Children/Youth (younger than 18)	150				
TOTALS	5,650	60,000	1,000	☒	☒

Legal Name: Clark County, NV

POPULATION DESCRIPTORS

From each section, select the one descriptor that best describes the primary population expected to benefit from the project during the period of support. These responses should refer to populations reached **directly**, rather than through broadcasts or Internet programming.

Race / Ethnicity:

- [ ] N: American Indian / Alaska Native
- [ ] A: Asian
- [ ] B: Black / African American
- [ ] H: Hispanic / Latino
- [ ] O: Native Hawaiian / Other Pacific Islander
- [ ] W: White
- [x] G: No Single Group

Age (Range):

- [ ] 2: Pre-Kindergarten (0-5 years)
- [ ] 3: K-12 (6-18 years)
- [ ] 4: Young Adults (19-24 years)
- [x] 5: Adults (25-64 years)
- [ ] 6: Older Adults (65+ years)
- [ ] 1: No Single Group

Geographic Area:

- [ ] 2: International
- [ ] 3: Multiple States (whether contiguous or not)
- [ ] 4: Statewide (multiple counties within a state)
- [x] 5: City / County

Community Type:

- [x] 2: Urban
- [ ] 3: Rural
- [ ] 4: Suburban
- [ ] 1: No Single Group

From the section below, select all of the descriptors that best describe the primary population expected to benefit from the project during the period of support. These responses should refer to populations reached directly, rather than through broadcasts or Internet programming.

Underserved / Distinct Groups:

- [x] Individuals with Disabilities
- [ ] Individuals in Institutions (include people living in hospitals, hospices, nursing homes, assisted care facilities, correctional facilities, and homeless shelters)
- [x] Individuals with Low Income
- [x] Individuals with Limited English Proficiency
- [ ] Military Veterans/Active Personnel
- [ ] None of the Above

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Clark County Organizational I	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Clark County Details of Proj	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Clark County Project Budget I	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	Clark County Financial Infor	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	Clark County Key Personnel B	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Clark County Our Town Partne	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	Clark County Programmatic Act	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	Clark County Letters of Supp	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	Clark County NEPA - NHPA Sta	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve Agreement No. 140157-JL, Implan Software License Terms and Conditions, including indemnification provision - Department of Information Technologies - Award recommended to: IMPLAN GROUP, LLC ($390 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $390.00
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
Section 8 of the software license terms and conditions which govern this purchase of Implan computer software contains an indemnification provision. Pursuant to resolution R-48-2006, authority to accept this indemnification provision rests with the City Council. Implan Group, LLC is located in Huntersville, North Carolina. This item was held in Abeyance from the April 16, 2014 City Council Meeting.

PCC: J. Lonborg
POC: Bob Howie - (704) 727-4141 x 110

RECOMMENDATION:
That City Council approve award of Agreement No. 140157-JL, Implan Software Licenses Terms and Conditions to Implan Group, LLC in the estimated annual amount of $390.00 including future annual renewals. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 140157-JL

IMPLAN LICENSE AGREEMENT

IMPLAN SYSTEM LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. USE OF THE IMPLAN ECONOMIC MODELING SYSTEM (THE "IMPLAN SYSTEM") IS SUBJECT TO THIS AGREEMENT. IF YOU ARE SUBMITTING THIS ORDER ON YOUR OWN BEHALF, THIS AGREEMENT WILL APPLY TO YOU PERSONALLY. IF YOU ARE SUBMITTING THIS ORDER ON BEHALF OF YOUR EMPLOYER OR ANY OTHER PARTY, THIS AGREEMENT WILL APPLY TO THE EMPLOYER OR OTHER PARTY. THE PARTY SUBJECT TO THIS AGREEMENT IS REFERRED TO IN THIS AGREEMENT AS "NAMED CLIENT."

BY CLICKING "ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT" YOU AGREE THAT THIS AGREEMENT REPRESENTS THE ENTIRE AND FULLY INTEGRATED AGREEMENT BETWEEN CLIENT AND IMPLAN Group LLC ("IMPLAN") CONCERNING THE USE OF THE IMPLAN SYSTEM, AND THAT THIS AGREEMENT SUPERSEDES ALL PRIOR PROPOSALS, REPRESENTATIONS, OR UNDERSTANDINGS WITH RESPECT TO THE IMPLAN SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO OTHER COMMUNICATION WILL BE CONSTRUED AS, OR CONSTITUTE, A WAIVER OF THIS AGREEMENT, OR ACCEPTANCE OF ANY ADDITIONAL TERMS, CONDITIONS OR SPECIFICATIONS, AND IMPLAN HEREBY OBJECTS TO ANY SUCH ADDITIONAL OR CONTRARY TERMS, CONDITIONS OR SPECIFICATIONS.

1. **IMPLAN SYSTEM**. The IMPLAN System is composed of (i) data files that incorporate economic data and the IMPLAN National Trade Flows data (the IMPLAN Data), (ii) software for use in analyzing and otherwise working with IMPLAN Data (the IMPLAN Software).

2. **IMPLAN SYSTEM LICENSE**. Subject to the terms and conditions of this Agreement, IMPLAN grants the Client a single concurrent connection license for personal and nonexclusive use, for Client's internal business purposes to all the IMPLAN systems ordered and paid for by Client subject to the terms and limitations in Section 3.

3. **LICENSE LIMITATIONS.**

3.1 Use of the IMPLAN Data and models resulting from the use of the IMPLAN Software and IMPLAN Data (IMPLAN Models) is limited to Client 's internal use and the provision of reports of the result of such analysis to Client customers. Client reports may incorporate only that portion of IMPLAN Data or IMPLAN Models necessary to provide Client customers with reports that meets the Client customer's needs.

3.2 Use of the IMPLAN Software is limited to the analysis of IMPLAN Data, and the preparation of reports and other results of that analysis as provided in this Agreement. The IMPLAN Software may be used with IMPLAN Data only. No license to use the IMPLAN Software in source code form is granted hereunder. Client may not modify, clone, disassemble, decompile, decrypt or otherwise reverse engineer any part of the IMPLAN Software, Data, Multipliers or other any features, adopt any part of the IMPLAN Software as its own, or adapt the IMPLAN Software into a computer language in which it was not provided by IMPLAN.

3.3 Except as expressly provided in this Agreement, Client may not (i) incorporate any IMPLAN Data or IMPLAN Model in any other data base or other aggregation of data, or (ii) access or process the IMPLAN Data or any IMPLAN Model with any software other than the IMPLAN Software.

3.4 The IMPLAN software is available for download and registration. The software must be registered to a single, named user. Installed registrations of the software may not be shared. If more than one user accesses a single terminal, each user must register a copy of the software and use their registered copy exclusively.

3.5 Each IMPLAN data order is subject to the Data Order License and is tied to a specific registration of the software and is non-transferable. This license is available for up to five software registrations. This means that a single data order (single or multiple counties or states, state and national packages in one order) may be downloaded to up to five registrations of the software. Once the five registrations are used, the Client may recover a registration using the Unregister feature of the software.

3.6 Subject to all of the restrictions of this Agreement, Client may grant its contractor's access to the IMPLAN Software and IMPLAN Data, but for only such period and only to the extent necessary for the contractors to perform services for Client. Upon request from IMPLAN, Client will identify the contractors that have

been given access to the IMPLAN Software and IMPLAN Data.

3.7 Except as provided in Section 3.5 above, (i) the rights granted under this Agreement may not be sold, leased, assigned, sublicensed or otherwise transferred, in whole or in part, directly or indirectly, and (ii) Client may not lend, lease, license or disclose the IMPLAN Software or IMPLAN Data for any reason, except as expressly provided in this Agreement. IMPLAN may include features in the IMPLAN Software and IMPLAN Data that restrict unlicensed use of in the IMPLAN Software and IMPLAN Data.

3.8 Client will not copy the IMPLAN Software, IMPLAN Data or IMPLAN Models, except that Client may make and maintain one (1) copy of the IMPLAN Software, IMPLAN Data and IMPLAN Model for back-up purposes. Client will reproduce in such copies all proprietary and restrictive notices set forth in the IMPLAN Software and such documentations.

3.9 No license to the IMPLAN Software or IMPLAN Data is granted to Client except that expressly provided in this Agreement. Title to the IMPLAN Software, IMPLAN Data will remain in IMPLAN and its suppliers.

4. **INTELLECTUAL PROPERTY**. Client acknowledges and agrees that the IMPLAN Software and IMPLAN Data are the property of IMPLAN. Copyright and other intellectual property right laws protect the IMPLAN Software and IMPLAN Data. Except as expressly provided in this Agreement, the IMPLAN Software, IMPLAN Data and IMPLAN Models may not be disclosed to any party or individual other than that individual the individual user designated at the time the license is purchased.

5. **U.S. GOVERNMENT RIGHTS**. The IMPLAN Software and IMPLAN Data were developed at private expense, and the IMPLAN Software and IMPLAN Data are not in the public domain. The IMPLAN Software and IMPLAN Data are Commercial Items as defined in 48 C.F.R. § 2.101. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose the IMPLAN Software and IMPLAN Data are limited to the rights set forth in this Agreement as provided in 48 C.F.R. § 12.212, or to the limited rights restrictions of DFARS 252.227-7015(b) (2), as applicable.

6. **Warranty Disclaimer**.

6.1 IMPLAN warrants that the IMPLAN 3.1 software will be free of defects in materials and workmanship for a period of ninety (90) days after download. IMPLAN's sole obligation and Client's sole remedy for breach of this warranty will be replacement of the software within a reasonable time after notice of the breach.

6.2 IMPLAN does not guaranty (i) any results of Client's use of the IMPLAN System, and (ii) that the information or other content obtained through the IMPLAN System will be useful, profitable or satisfy Client 's requirements. Except as expressly provided in Section 6.1 above, the IMPLAN System is provided AS IS. ALL OTHER WARRANTIES WITH RESPECT TO THE IMPLAN SYSTEM, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY IMPLAN, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7. **LIMITATION OF LIABILITY. IN NO EVENT will IMPLAN's LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO this Agreement, WHETHER BASED ON TORT (INCLUDING LIABILITY FOR NEGLIGENCE BUT EXCLUDING LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF IMPLAN), CONTRACT OR ANY OTHER THEORY, (A) INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF IMPLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE, (B) INCLUDE DAMAGES FOR LOST PROFITS, OR (C) EXCEED THE AMOUNT PAID FOR THE USE OF THE IMPLAN SYSTEM.**

8. **Indemnification**. Client will indemnify, defend and hold harmless IMPLAN and its officers, directors and employees against all loss, cost and damage (including reasonable attorney 's fees) that arise from (i) Client 's breach of any provision of this Agreement, and (ii) Client 's use of the IMPLAN System, including but limited to the information incorporated in the IMPLAN Data.

9. **TERM AND TERMINATION.**

9.1 This Agreement will take effect for the IMPLAN Data (and the associated IMPLAN Software) ordered by or on behalf of Client, as of the date IMPLAN receives payment for that IMPLAN Data. This Agreement will automatically terminate on the date Client breaches any term of condition of this Agreement. Client may terminate this Agreement at any time, with or without cause.

9.2 Within ten (10) days after the termination of this Agreement for any reason, Client will return the IMPLAN System to IMPLAN Group LLC., and Client will delete all copies of the IMPLAN Software and IMPLAN Data from Client computer systems and storage media of any kind. The parties ™ rights and obligations under Sections 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, and 17 of this agreement, and Client 's obligation to make payment of all amounts then or thereafter due and payable, will remain in effect after termination of this Agreement for any reason.

10. **AUDITS**. To ensure compliance with the terms of this Agreement, IMPLAN will have the right to conduct an inspection and audit of Client's computer systems all of Client's relevant records and to make copies of those records.

11. **NOTICES**. Notices permitted or required to be given hereunder will be deemed sufficient if given.

12. **GOVERNING LAW**. This Agreement will be interpreted and construed in accordance with the laws of the State of Wisconsin. All actions arising out of, or relating to this Agreement may be brought in courts situated in Wisconsin, and Client consents to the jurisdiction of such courts. Client waives sovereign immunity and related defenses with respect to this Agreement, including but not limited to the breach of this Agreement.

13. **SEVERABILITY**. If any of this Agreement conflict with any applicable statute or rule of law, the affected terms and conditions will be deemed inoperative but the remaining portions will remain in full force and effect.

14. **WAIVER**. No failure by either party to take any action or assert any right under this Agreement will be deemed to be a waiver of that right in the event of the continuation or repetition of the circumstances giving rise to that right.

15. **CHANGES TO THESE TERMS AND CONDITIONS**. IMPLAN may change this Agreement at any time upon thirty (30) days' notice to Client. Orders submitted by Client will be subject to the form of agreement in place at the time of order.

16. **ASSINGMENT**. Client may not assign or otherwise transfer Client's rights and obligations under this Agreement except with the prior written consent of IMPLAN. A successor to IMPLAN by assignment of this Agreement, or by merger, operation of law, purchases or otherwise, will acquire all interest of IMPLAN hereunder. Any prohibited assignment will be null and void.

( ) I accept the terms and conditions of this Agreement, and I represent that I have the authority to accept these terms and conditions on behalf of Client.

Software data Refunds / Returns

If you are not satisfied with the software purchased directly from our online store, contact us within 15 days of your purchase to receive a refund. Refunds requested more than 15 days after your initial purchase date will not be issued unless the transaction was subject to a fraudulent purchase or other extraneous circumstances.

The full credit will be issued in the following cases:

You are having problems during installation which cannot be resolved by our Customer Service or Technical Service representatives, the software\data you have purchased does not function correctly, other reason which is supposed to be essential by our Customer Service.

Training Venues.

All payments, whether by credit card or other form acceptable by IMPLAN Group LLC must be received at least fifteen (15) days prior to the commencement of Training. For reservations made within fifteen (15) days of Training, payment must be received prior to the commencement of

Training. Should the attendee cancel with less than fifteen (15) days before the start of training a 50% cancellation fee will be deducted from any refund.

Attention Purchasing Agents:

If your state imposes an e-procurement fee or other deduction on purchase orders you must call the IMPLAN Group LLC office to place your order as we will include the cost of the e-procurement fee into the cost of the software/data that you are purchasing.

Example calculation:

New price = Old Price / (1-%) where % is fee charged vendor by purchaser. Round to the nearest dollar.

FL fee = .01 NC fee = .0175

Sample calculation for Florida State Package for FL state agency: $2,020.20 = $2,000 /(1-.01); round to $2,020.

This applies to but is not limited to FL, VA and NC state agencies.

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All Rights Reserved

APPROVED AS TO FORM

Robert S. Sylvain Date
Deputy City Attorney

IMPLAN® Information

For additional information contact IMPLAN Group LLC at 651-439-4421
Fax: 651-472-5703
Or visit our website at *www.IMPLAN.com*

DATA PRICE LIST

(note: state agencies using a procurement system charging venders a flat percent must include that fee in the price)

IMPLAN® PRODUCTS – For use with IMPLAN software. IMPLAN V3.1 software

2012 **IMPLAN** ® Individual Data Files – Prices are for five downloads

Individual County File	$390
Individual County Plus Package	$820
US or State Totals File	$720
Individual Congressional District	$840

2012 IMPLAN STATE DATA PACKAGES

IMPLAN Packages includes U.S. total, state total and all related county files
Prices are for five downloads of a Data Order to a registered software installation. Data includes SAM data. Call for site licensing prices.

AK $2,590	ID $3,060	MT $3,280	RI $1,400
AL 3,280	IL 3,850	NC 3,850	SC 3,060
AR 3,280	IN 3,700	ND 3,280	SD 3,280
AZ 1,900	KS 3,850	NE 3,700	TN 3,350
CA 3,280	KY 4,280	NH 1,840	TX 4,790
CO 3,280	LA 3,280	NJ 2,375	UT 2,630
CT 1,840	MA 1,870	NM 2,660	VA 4,360
DC 1,220	MD 2,370	NV 2,040	VT 1,870
DE 1,320	ME 1,980	NY 3,280	WA 2,360
FL 3,280	MI 3,700	OH 3,700	WI 3,280
GA 4,640	MN 3,700	OK 3,420	WV 3,280
HI 1,400	MO 4,070	OR 2,660	WY 2,370
IA 3,850	MS 3,700	PA 3,280	
51 State Totals Package (Call) $15,500		National Package (Call) $50,000	

2012 IMPLAN STATE PLUS PACKAGES

IMPLAN Packages includes U.S. total, state total, all related county files, Congressional Districts and ZIP Code files.
Prices are for five downloads of a Data Order to a registered software installation. Data includes SAM data. Call for site licensing prices.

AK $6,460	ID $7,650	MT $8,370	RI $3,470
AL 8,230	IL 9,525	NC 9,530	SC 7,650
AR 8,230	IN 9,230	ND 8,230	SD 8,230
AZ 4,550	KS 9,525	NE 9,230	TN 8,370
CA 8,230	KY 10,670	NH 4,510	TX 11,980
CO 8,230	LA 8,230	NJ 5,925	UT 5,690
CT 4,550	MA 4,910	NM 6,640	VA 10,825
DC 3,180	MD 5,290	NV 5,060	VT 4,650
DE 3,250	ME 5,925	NY 8,230	WA 6,500
FL 8,090	MI 9,230	OH 9,230	WI 8,090
GA 11,540	MN 9,230	OK 8,950	WV 8,090
HI 3,520	MO 10,100	OR 6,640	WY 5,925
IA 9,680	MS 9,230	PA 8,230	
Congressional District Package (Call) $35,000		National Plus Package (Call) $80,000	

2012 MSA PACKAGES

IMPLAN MSA Packages all counties within the defined MSA. Our MSA County definitions are taken from the OMB Bulletin 13-01 (February 2013). For additional information on pricing and to find out what counties are included in your desired MSA contact Support at 651-439-4421 or orders@implan.com

Top 10 Metropolitan Statistical Areas by Population (February 2013 Delineations)	
New York-Newark-Jersey City, NY-NJ-PA Metropolitan Statistical Area	$5,850
Los Angeles-Long Beach-Anaheim, CA MSA	$780
Chicago-Naperville-Elgin, IL-IN-WI MSA	$3,822
Dallas-Fort Worth-Arlington, TX MSA	$3,549
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA	$3,003
Houston-The Woodlands-Sugar Land, TX MSA	$2,808
Washington-Arlington-Alexandria, DC-VA-MD-WV MSA	$5,616
Miami-Fort Lauderdale-West Palm Beach, FL MSA	$1,170
Atlanta-Sandy Springs-Roswell, GA MSA	$6,786
Boston-Cambridge-Newton, MA-NH MSA	$2,184

COVERED EMPLOYMENT AND WAGES DATA – *IMPLAN software is not required*

CEW (ES202) State Data Packages

Wage and Salary Data packages include U.S. totals files, state totals file, and all related county files. Prices per year. CEW data available for 1988-2000 (SIC Based), 2000-2012 (NAICS Based)

AK $310	ID $370	MT $400	RI $200
AL 400	IL 490	NC 490	SC 380
AR 410	IN 470	ND 400	SD 400
AZ 210	KS 500	NE 480	TN 480
CA 400	KY 550	NH 210	TX 620
CO 400	LA 400	NJ 270	UT 310
CT 210	MA 210	NM 325	VA 560
DC 110	MD 280	NY 400	VT 210
DE 200	ME 220	NV 235	WA 325
FL 400	MI 470	OH 470	WI 410
GA 605	MN 470	OK 410	WV 400
HI 200	MO 530	OR 325	WY 280
IA 490	MS 460	PA 400	
51 State Totals Package $2,820		National Package $8,400	

CEW (ES202) Individual Data Files

Individual County File	$100
US or State Totals File	125

IMPLAN Training OPTIONS AND FURTHER SUPPORT

Please give us a call for questions related to our Training and Support Options so we can help choose the best option for you.

Traveling Custom Workshop (base cost for up to 6 attendees)	$8,100
Onsite Intro Workshop (Huntersville, NC)	1,375
Advanced Workshop (Huntersville, NC)	1,375
Fast-Track Intro & Advanced Workshop (Huntersville, NC)	2,500
Support Level 2 Agreement (1 year from purchase)	1,400
Intro to IMPLAN Training DVD	175
Principles of Impact Analysis & IMPLAN Applications Training Manual	100
Intro DVD and Manual Combo Pack	250
30 Minute Project Consultation with an Economist	175

2011 I-RIMS MULTIPLIERS

I-RIMS is a replacement for the BEA's RIMS II multiplier system, I-RIMS delivers the same outputs as the RIMS II system but is created off of the IMPLAN data sets.

62 Sector I-RIMS Industry Reports	$50
406 Sector I-RIMS Industry Reports	50
62 + 406 Sector County I-RIMS Data	150
62 + 406 Sector I-RIMS MSA Data	150
62 + 406 Sector State Level I-RIMS Data	150
I-RIMS Multipliers generated for Custom Region	500

2011 I-RIMS MULTIPLIERS STATE PACKAGES

I-RIMS is a replacement for the BEA's RIMS II multiplier system, I-RIMS delivers the same outputs as the RIMS II system but is created off of the IMPLAN data sets. I-RIMS State Packages includes U.S. total, state total and all related county files.

AK $980	ID $1160	MT $1250	RI $530
AL 1250	IL 1460	NC 1460	SC 1160
AR 1250	IN 1410	ND 1250	SD 1250
AZ 720	KS 1460	NE 1410	TN 1270
CA 1250	KY 1630	NH 700	TX 1820
CO 1250	LA 1250	NJ 900	UT 1000
CT 700	MA 710	NM 1010	VA 1660
DC 460	MD 900	NY 780	VT 710
DE 500	ME 750	NV 780	WA 900
FL 1250	MI 1410	OH 1410	WI 1250
GA 1760	MN 1410	OK 1300	WV 1250
HI 530	MO 1550	OR 1010	WY 900
IA 1460	MS 1410	PA 1250	
I-RIMS 51 State Totals Package $5,890		I-RIMS National Package $19,000	

CUSTOM DATA AND OTHER DATA PRODCUTS AND SERVICES

Call for information 651-439-4421

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Agreement No. 140160-DC, Construction Manager as Agent for Durango Hills WRC Relief Sewer located at the northwest corner of Durango Drive and Cheyenne Avenue - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($660,000 - Sanitation Enterprise Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $660,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides the City with a construction manager with the responsibility of ensuring the project is completed in a satisfactory manner and is responsible for the cost, quality and timely completion of the project. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2012 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. HDR Engineering, Inc. is located in Las Vegas, Nevada.

PCC: D. Collins
POC: Kristine Agers - (702) 938-6000

RECOMMENDATION:
That City Council approve award of Agreement No. 140160-DC, Construction Manager as Agent for Durango Hills WRC Relief Sewer to HDR Engineering, Inc. in the amount of $660,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 140160-DC
2. Certificate - Disclosure of Ownership/Principals

CONSTRUCTION MANAGER AS AGENT AGREEMENT FOR DURANGO HILLS WRC RELIEF SEWER

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **HDR ENGINEERING, INC.** (the "Consultant"), a **Corporation**, whose address is **7180 Pollock Drive, Suite 200, Las Vegas, Nevada 89119**.

WITNESSETH:

WHEREAS, the City intends to construct the **DURANGO HILLS WRC RELIEF SEWER** (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

1.03 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

(i) terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

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

(iii) continue with performance by the CMAR and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

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

10.04 *Ownership of Documents.*

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

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work and upon the City's payment for the services rendered by the Consultant, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City of the Consultant's designs, drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

D. ***Delivery of Documents.***

(i) In the event of the completion of this Agreement and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

(ii) In the event of the suspension or termination of this Agreement, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Agreement through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Agreement shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Agreement for any disputed payment claims.

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $10,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy..

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.17 ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

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

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

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

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

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

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

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

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

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

10.24 ***Counterparts; Electronic Delivery.*** 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.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of March 13, 2014.

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

CITY OF LAS VEGAS

By_____
Yolanda C. Jones, C.P.M., CPPO
Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM

Robert S. Sylvain 9-8-14
Deputy City Attorney Date

CONSULTANT

By Kris Agers
Kris Agers, HDR Engineering, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 DESCRIPTION OF PROJECT

The Durango Hills Relief Sewer Project features two sewer facilities consisting of a total of approximately 1.1 miles of new 30-inch and 36-inch sewer line facility improvements designed to convey up to 20mgd of influent (Rampart Relief Sewer) and effluent (Durango Hills Relief Sewer) to and from the Durango Hills Water Resource Center (DHWRC). The Rampart Relief Sewer begins just south of the Durango/Cheyenne intersection and conveys influent through the intersection to the existing 30-inch sewer in Durango Drive. The Durango Hills Relief Sewer begins at the existing DHWRC, located at the northwest corner of Durango Drive and Cheyenne Avenue, and conveys outflow from the DHWRC to the south along Durango Drive, to the east in Cheyenne Avenue, and connects to the existing sewer facility within Cheyenne Avenue, approximately 400 feet east of Cimarron Road.

1.2 CONDITIONS

1.2.1 "Contract Documents" as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

1.2.2 Consultant Proposals. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Contract or included by reference, the terms of this Contract shall govern any conflicts between the documents and this Contract, and any such attachments or references shall only be utilized to compliment this Contract in describing the detail of the scope of work described in this Contract, except that the scope shall not be less than the requirements in this Contract, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Contract, even if such attachments or references are signed by the parties to this Contract.

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

1.2.4 Certifications. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Contract, the Consultant shall provide personnel with the proper credentials during the term of this Contract. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Contract, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

1.2.5 OPM Software. Upon City request, Consultant shall utilize the City's **online project management (OPM) software** as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

1.2.5.1 The City shall provide:
1.2.5.1.1 A limited training manual for the OPM software and a maximum of two hours of OPM software training for up to four people at the City's offices.
1.2.5.1.2 The cost of any software licenses required by the OPM software manufacturer or distributor.
1.2.5.1.3 User accounts for Consultant's access to the OPM software.

1.2.5.2 The Consultant shall provide:
1.2.5.2.1 Training of Consultant personnel required to utilize the OPM software, except as provided by the City above.
1.2.5.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
1.2.5.2.3 Electronic notification in the OPM software of any submittals that cannot be transmitted electronically, such as material samples.
1.2.5.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.

1.2.5.2.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the OPM software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
1.2.5.2.6 Frequent monitoring of the OPM software.

1.2.5.3 Documents approved in the OPM software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the OPM software to provide approvals, and no excuse will be entertained by the City for unauthorized OPM software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the OPM approvals, upon City request.

1.3 REFERENCE STANDARDS

1.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

1.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Contract:

1.3.2.1 Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
1.3.2.2 Nevada Department of Transportation (NDOT) references (most current editions):
- 1.3.2.2.1 Road Design Division Manual, Parts 1 & 2.
- 1.3.2.2.2 Standard Specifications for Road and Bridget Construction (NDOT Silver book).
- 1.3.2.2.3 Standard Plans for Road and Bridge Construction.
- 1.3.2.2.4 Standard Construction Plan Symbols and Design Layout and Drafting Methods
- 1.3.2.2.5 Bridge Design and Procedures Manual
- 1.3.2.2.6 Nevada Work Zone Traffic Control Handbook
- 1.3.2.2.7 Design and Construction Standards for Wastewater Collection

1.3.2.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
1.3.2.4 Traffic Control Devices Handbook
1.3.2.5 Roadside Design Guide
1.3.2.6 American Society for Testing and Materials (ASTM)
1.3.2.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
1.3.2.8 Clark County Regional Flood Control District's Policies and Procedures.
1.3.2.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
1.3.2.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
1.3.2.11 American Concrete Institute (ACI)
1.3.2.12 The Asphalt Institute
1.3.2.13 Portland Cement Association (PCA)
1.3.2.14 City of Las Vegas Building Codes
- 1.3.2.15 International Building Code (IBC)
- 1.3.2.16 International Energy Conservation Code (IECC)
- 1.3.2.17 National Electric Code (NEC)
- 1.3.2.18 Southern Nevada Pool Code
- 1.3.2.19 Uniform Administrative Code
- 1.3.2.20 Uniform Mechanical Code (UMC)
- 1.3.2.21 Uniform Plumbing Code (UPC)
- 1.3.2.22 Uniform Fire Code, NFPA 1
- 1.3.2.23 City amendments to the above codes
- 1.3.2.24 City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
- 1.3.2.25 City of Las Vegas Municipal Code Title 19 Zoning Code

1.3.2.26 Accessibility Laws, Codes, Standards, and Guidelines
- 1.3.2.26.1 Architectural Barriers Act
- 1.3.2.26.2 Rehabilitation Act
- 1.3.2.26.3 Americans with Disabilities Act (ADA)
- 1.3.2.26.4 Telecommunications Act (Section 255)
- 1.3.2.26.5 Rehabilitation Act Amendments
- 1.3.2.26.6 Access Board Guidelines
  - 1.3.2.26.6.1 ADDAG (2004 or later) ADA-ABA Accessibility Guidelines

1.3.2.26.6.2 Recreation Facilities Guidelines
1.3.2.26.6.3 Outdoor Developed Area Guidelines
1.3.2.26.6.4 Play Area Guidelines
1.3.2.26.6.5 Building Elements Designed for Children's Use
1.3.2.26.6.6 State and Local Government Facilities
1.3.2.26.6.7 Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
1.3.2.26.6.8 Electronic and Information Technology Accessibility Guidelines
1.3.2.26.7 ANSI 117.1
1.3.2.26.8 NRS 338.180.4 for building signage
1.3.2.26.9 NRS 484.408 and City Municipal Code for parking signage
1.3.2.27 Consumer Product Safety Commission Handbook for Public Playground Safety
1.3.2.28 Utility Company Design Standards
1.3.2.28.1 Las Vegas Valley Water District
1.3.2.28.2 NV Energy
1.3.2.28.3 CenturyLink
1.3.2.28.4 Cox Communications
1.3.2.28.5 Southwest Gas
1.3.2.28.6 Republic Service of Southern Nevada
1.3.2.29 Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
1.3.2.30 Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
1.3.2.31 Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
1.3.2.32 Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
1.3.2.33 Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

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

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 SCOPE OF SERVICES. The Consultant shall provide the following scope of services, as more fully described below:

3.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES
3.1.1.1 Pre-Construction Procedures
3.1.1.2 Construction Procedures
3.1.1.3 Close-Out Procedures

3.1.2 MATERIAL TESTING SERVICES

3.1.3 This scope is to be considered preliminary and may be altered at the direction of the City Representative as the Project develops.

3.1.4 Consultant services, duties, and responsibilities stated in any part of this Exhibit "A" are applicable to all parts (pre-construction, construction, close-out).

3.2 STAFFING REQUIREMENTS

3.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Contract. Reference the entire Contract for additional staffing requirements.

3.2.2 Construction Manager. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.

3.2.2.1 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

3.2.3 Construction Coordinator. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:

3.2.3.1 A four year college degree in architecture, construction management or engineering discipline; or

3.2.3.2 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or

3.2.3.3 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

3.2.4 Construction Inspector. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

3.2.5 Document Administrator. The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Contract. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

3.2.6 Qualifications. The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

3.2.7 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in **Exhibit "F"** Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

3.3 EQUIPMENT REQUIREMENTS

3.3.1 Equipment. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:

3.3.1.1 Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.

3.3.1.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.

3.3.1.3 Computer and communications systems required to manage the Project.

3.3.1.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.

3.3.1.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.

3.3.1.6 A library of reference standards applicable to the Project, see list above.

3.3.2 Software

3.3.2.1 The Consultant's documentation shall, to the maximum extent possible, be prepared using OPM software accessed via an Internet connection to the City system. No software purchase is required of the Consultant for this access and use.

3.3.2.2 Where OPM documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2007, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.

3.3.2.3 Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

ARTICLE 4: CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

4.1 DOCUMENT CONTROL

4.1.1 Document Setup & Review. The Consultant shall:

4.1.1.1 Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.

4.1.1.2 Setup the OPM software, files, and forms in compliance with the City filing standards, enter in OPM all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.

4.1.1.3 Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.

4.1.1.4 Perform a review of the Project documents and forward any review comments to the City Representative.

4.1.1.4.1 Documents. Minimum documents to review include, as applicable to the Project:

4.1.1.4.1.1 Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.

4.1.1.4.1.2 Geotechnical report and site survey.

4.1.1.4.1.3 Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.

4.1.1.4.1.4 LEED points to achieve for new building construction.

4.1.1.4.1.5 Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.

4.1.1.4.1.6 Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.

4.1.1.4.1.7 Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.

4.1.1.4.1.8 Contractor's Traffic Control Plan.

4.1.1.4.1.9 Contractor's trench safety plans and competent person submittal for OSHA compliance.

4.1.1.4.1.10 National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).

4.1.1.4.1.11 General Discharge Permit for Oil/Water Separators and Best Management Plan.

4.1.1.4.1.12 Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.

4.1.1.4.2 Review. Minimum review of documents shall include:

4.1.1.4.2.1 A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.

4.1.1.4.2.2 A review of the contractual terms to determine the requirements for contract administration and enforcement.

4.1.1.4.2.3 A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.

4.1.1.4.2.4 A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.

4.1.1.4.2.5 A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.

4.1.1.4.2.6 A review of city furnished items for interface with the Contractor's work and schedule delivery.

4.1.1.4.2.7 A review of multiple owner construction contracts, if any, for coordination and interface.

4.1.1.4.2.8 Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.

4.1.1.4.2.9 A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

4.1.2 Backups. The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of the OPM database for the Project and each project document prepared and processed under this Agreement, backed up no less frequently than daily, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

4.1.3 Substitutions. The Consultant shall:

4.1.3.1 Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into OPM, reject or forward them to the City Representative and designer for review and approval.

4.1.3.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

4.1.4 Contractor Submittals. The Consultant shall:

4.1.4.1 Prepare a master list of all contractually required submittals in OPM and distribute copies.

4.1.5 Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.

4.1.5.1 Generate a submittal log in OPM showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.

4.1.5.2 All submittals that are received in accordance with the Contract Documents shall be logged into OPM and forwarded to the designer for review and approval or rejection.

4.1.5.3 Re-Submittals shall be handled in the same manner as the original submittal.

4.1.5.4 Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

4.2 PROJECT CONTROL

4.2.1 Meetings. The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.

4.2.1.1 Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

4.2.2 Material Deliveries. The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

4.3 TIME AND BUDGET

4.3.1.1 Preliminary Project Schedule. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

4.3.2 Contractor Payment Format. The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

4.3.3 Project Status Reports. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

ARTICLE 5: CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

5.1 DOCUMENT CONTROL

5.1.1 The Consultant shall create and maintain in OPM the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.

5.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.

5.1.3 Prepare and maintain all documents required to meet regulations.

5.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

5.1.5 Daily Reports. The Consultant shall:

5.1.5.1 Be responsible for producing, in OPM and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.

5.1.5.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Consultant field office and City record daily.

5.1.5.3 Ensure that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including:

5.1.5.3.1 Working and non-working hours on the Project site,

5.1.5.3.2 The weather conditions and possible weather related delays,

5.1.5.3.3 Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,

5.1.5.3.4 Deliveries made and the quantity of each delivery,

5.1.5.3.5 Equipment on site by model, and year if possible and whether it was active or idle,
5.1.5.3.6 Inspections and tests conducted, including the station, offset and nearest cross street, and the amount of inspector time spent on site,
5.1.5.3.7 Construction activities conducted and work completed including daily quantities,
5.1.5.3.8 Traffic controls in place,
5.1.5.3.9 Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
5.1.5.3.10 Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
5.1.5.3.11 Any accidents on site and in the general vicinity; safety concerns and actions taken,
5.1.5.3.12 Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.

5.1.5.4 Review the Contractor's daily reports and if the Consultant determines that any are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in OPM, detailing any concerns and requested changes and shall forward these documents to the City Representative for review and approval.

5.1.6 As-Builts. The Consultant shall:
5.1.6.1 Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.
5.1.6.2 Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

5.1.7 Photographs. Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

5.1.8 Project Status Reporting. The Consultant shall:
5.1.9 Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
5.1.9.1 Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

5.2 PROJECT CONTROL

5.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

5.2.2 Authority.
5.2.2.1 The Consultant has the authority to:
5.2.2.1.1 Issue Notices of Non-Compliance, after consultation with the City.
5.2.2.1.2 Reject delivered non-compliant materials.
5.2.2.1.3 Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.
5.2.2.1.4 Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.
5.2.2.2 The Consultant does not have the authority to:
5.2.2.2.1 Sign Construction Change Directives.
5.2.2.2.2 Sign Change Orders.
5.2.2.2.3 Sign the Certificate of Substantial Completion.
5.2.2.2.4 Revise the design or approve alternate materials.
5.2.2.2.5 Inspect any work other than that for which they are specifically certified.
5.2.2.2.6 Make public news releases or other information about the Project available to the public or news media.
5.2.2.2.7 Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

5.2.3 Meetings. The Consultant shall:
5.2.3.1 Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.
5.2.3.2 Record all meeting minutes in OPM and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.
5.2.3.3 Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

5.2.4 Coordination. The Consultant shall:
5.2.4.1 Coordinate with agencies and City staff on all aspects of the Project.
5.2.4.2 Keep agencies informed of the City's public information program.
5.2.4.3 Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.

5.2.4.4 Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.
5.2.4.5 Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.
5.2.4.6 Coordinate the activities of any environmental monitoring required for the Project.
5.2.4.7 Work with the Contractor to resolve coordination issues.

5.2.5 Material Testing. The Consultant shall:
5.2.5.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.
5.2.5.2 Ensure that all testing required by the Contract Documents are conducted and the results are distributed.
5.2.5.3 Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.

5.2.6 Issues Management. The Consultant shall:
5.2.6.1 Track and analyze all Project issues, disputes, and claims. In OPM link and attach all of the reference documents relating to each issue.
5.2.6.2 Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
5.2.6.3 Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.
5.2.6.4 Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
5.2.6.5 Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.
5.2.6.6 Monitor and respond to all traffic control issues.

5.2.7 Notices of Potential Claim. The Consultant shall:
5.2.7.1 Forward any and all Notices of Potential Claim to the City Representative for review and record.
5.2.7.2 Develop a summary of events and submit it with the Notices of Potential Claim.
5.2.7.3 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
5.2.7.4 Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.

5.2.8 Communication.
5.2.9 All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
5.2.10 All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
5.2.11 The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
5.2.12 The Consultant shall note in its Daily Report any verbal or written instructions given or received.

5.3 INSPECTION

5.3.1 General. The Consultant shall:
5.3.1.1 Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
5.3.1.2 Verify that all materials match the approved submittals, upon delivery and prior to installation.
5.3.1.3 Verify that the construction matches the dimensions in the Contract Documents.
5.3.1.4 Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
5.3.1.5 Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

5.3.2 Roadway. The Consultant shall ensure that:
5.3.2.1 Utilities are marked.
5.3.2.2 A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.
5.3.2.3 The Contractor provides someone to perform grade checking as they excavate or place borrow.
5.3.2.4 After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.

5.3.2.5 The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.
5.3.2.6 The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.
5.3.2.7 The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.
5.3.2.8 The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.
5.3.2.9 The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.
5.3.2.10 The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.
5.3.2.11 The AC plant mix placement surface is compliant for required texture and tolerance.

5.3.3 **Traffic Control.** The Consultant shall:
5.3.3.1 Maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

5.3.4 **Concrete Structures**. The Consultant shall ensure that:
5.3.4.1 The Contractor submittals including mix designs have been approved prior to installation.
5.3.4.2 The Pre-placement Inspections have been completed including:
5.3.4.2.1 Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
5.3.4.2.2 Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.
5.3.4.2.3 Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
5.3.4.2.4 Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.
5.3.4.2.5 Embedments including location, size, and condition.
5.3.4.2.6 Blockouts including location, size, and condition.
5.3.4.3 The Placement Inspections have been completed including:
5.3.4.3.1 Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.
5.3.4.3.2 Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).
5.3.4.3.3 Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.
5.3.4.3.4 Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
5.3.4.3.5 The Post-Placement Inspections and Tests have been completed including:
5.3.4.3.6 Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
5.3.4.3.7 Shoring Removal including location, time of removal, and sequence of removal.
5.3.4.3.8 Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and non destructive tests.

5.3.5 **Underground Utilities.** The Consultant shall ensure that:
5.3.5.1 The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
5.3.5.2 The Contractor is delivering and installing materials that match the approved submittals.
5.3.5.3 The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
5.3.5.4 The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.

5.3.5.5 The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

5.3.6 On-Site Construction. In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:

5.3.6.1 Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.

5.3.6.2 Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.

5.3.6.3 At a minimum, verify and measure the following items, if specified:

5.3.6.3.1 Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.

5.3.6.3.2 Metal gauges of flashings, roofing, doors and frames.

5.3.6.3.3 Exterior metal surfaces are galvanized including hollow metal doors and frames.

5.3.6.3.4 Sheet metal backing is provided on sidewalls of exterior doorways.

5.3.6.3.5 Exterior door hardware is stainless steel.

5.3.6.3.6 Paint thicknesses and minimum number of coats.

5.3.6.3.7 Wood door tops and bottoms are painted.

5.3.6.3.8 Powder-coated painted surfaces are powder-coated.

5.3.6.3.9 Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.

5.3.6.3.10 Wheelchair space concrete slab area next to the end of benches is provided.

5.3.6.3.11 Five foot diameter clear space in every room for wheelchair turnaround.

5.3.6.3.12 Thresholds and storefront window sills are set in mastic.

5.3.6.3.13 That the roofing manufacturer's representative is present during installation and approves the installation.

5.3.6.3.14 Ceramic tile joints align with structural joints, with sealant and backer rod.

5.3.6.3.15 Six foot minimum clearance from top of totlot equipment to fabric shade.

5.3.6.3.16 Concrete slabs slope to drains. Slabs recessed for floor finishes.

5.3.6.3.17 THW cu wire is used for all exterior electrical.

5.3.6.3.18 Exterior light poles have oversized handholes per city standards.

5.3.6.3.19 Electrical clearances around installed gear meet code.

5.3.6.3.20 Electrical circuit, panel, and equipment labeling meets city standards.

5.3.7 Traffic Signals and Streetlights. The Consultant shall ensure that:

5.3.7.1 The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.

5.3.7.2 Recurrent problems are not occurring, including:

- **5.3.7.2.1** Foundations at the wrong elevation, location, orientation, or bolt size,
- **5.3.7.2.2** Pull box lids incorrectly marked, street lighting,
- **5.3.7.2.3** Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
- **5.3.7.2.4** Traffic signal heads loose or turned, and
- **5.3.7.2.5** Underground conduit size incorrect.

5.3.7.3 The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:

- **5.3.7.3.1** Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
- **5.3.7.3.2** Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

5.4 TIME AND BUDGET

5.4.1 Contractor Payments. The Consultant shall:

5.4.1.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.

5.4.1.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.

5.4.1.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.

5.4.1.4 Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.

5.4.1.5 Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

5.4.2 **Prevailing Wage Records.** The Consultant shall:
5.4.2.1 Review the Contractor's monthly prevailing wage records for completeness and accuracy.
5.4.2.2 Notify the City Representative of any reported or discovered prevailing wage violations.
5.4.2.3 Forward all reviewed prevailing wage records to the City for archiving.

5.4.3 **Quantities.** The Consultant shall:
5.4.3.1 Monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

5.4.4 **Change Orders.** The Consultant shall:
5.4.4.1 Create a Change Order Request (COR) log in OPM; receive and log all Contractor submitted CORs.
5.4.4.2 Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
5.4.4.3 Assist in the negotiations of Change Order pricing.
5.4.4.4 Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
5.4.4.5 Prepare the application form and present change orders before the City Change Order Committee for approval.
5.4.4.6 Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
5.4.4.7 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
5.4.4.8 Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

5.4.5 **Schedule Submittals.** The Consultant shall:
5.4.5.1 Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
5.4.5.2 Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
5.4.5.3 Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

5.4.6 **Schedule Reporting.** The Consultant shall:
5.4.6.1 Report all schedule changes to the City within ten working days.
5.4.6.2 Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
5.4.6.3 Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

5.4.7 **As-built Schedule.** The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

ARTICLE 6: CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

6.1 DOCUMENT CONTROL

6.1.1 **General.** Provide a complete record of Project documentation to the City Representative for Project closeout.

6.1.2 **Equipment Verification.** The Consultant shall:
6.1.2.1 Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
6.1.2.2 Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
6.1.2.3 Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

6.1.3 **As-Builts.** The Consultant shall:
6.1.3.1 Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
6.1.3.2 Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
6.1.3.3 Delivery the coordinated set of as-builts to the City Representative.

6.1.4 **Final Report and Delivery of Project Documentation.** The Consultant shall:
6.1.4.1 Prepare a final Project summary report.
6.1.4.2 Complete the City's Contractor evaluation form.
6.1.4.3 Deliver all electronic and OPM files on computer disk (DVD) and hard copy. See Exhibit "B".
6.1.4.4 Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.

6.1.4.5 Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
6.1.4.6 Maintain copies of Project files for three years.

6.2 PROJECT CONTROL AND INSPECTION

6.2.1 Punchlists and Substantial Completion. The Consultant shall:
6.2.1.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.
6.2.1.2 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.
6.2.1.3 Develop in OPM a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.
6.2.1.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in OPM and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.
6.2.1.5 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.
6.2.1.6 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.
6.2.1.7 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

6.3 TIME AND BUDGET

6.4 Claims. The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

6.5 Permits. The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

6.6 Final Quantities. The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

6.7 Withholding. The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

6.8 Liquidated Damages. The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:
6.8.1 On-Site Work:
- **6.8.1.1** Section 01700, Work Required Complete Prior to Substantial Completion
- **6.8.1.2** Section 01700, Punchlist Completion

6.8.2 Right-of-Way Work:
- **6.8.2.1** Section 108, Punchlist Completion
- **6.8.2.2** Section 624, Traffic Control Plan Deficiency - Maintenance
- **6.8.2.3** Section 624, Traffic Control Plan Deficiency - Safety
- **6.8.2.4** Section 623, LVACTS/FAST Cable Damages

6.8.2.5 Final Payment. The Consultant shall:
6.8.2.6 Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- **6.8.2.6.1** Certificate of Substantial Completion
- **6.8.2.6.2** Consent of Surety to Final Payment
- **6.8.2.6.3** Consent of Surety and Increase of Penalty
- **6.8.2.6.4** Affidavit of Payment of Debt and Claims

6.8.2.7 And for particular projects as applicable:
- **6.8.2.7.1** Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.

6.8.2.7.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
6.8.2.7.3 State Engineer Dam Safety Permission to Impound submittal package.
6.8.2.8 Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.
6.8.2.9 Obtain the Final Payment approval from the City Representative.

ARTICLE 7: MATERIAL TESTING SERVICES

7.1 GENERAL

7.1.1 The Consultant shall provide staffing and AASTHO certified lab services to provide quality control testing and inspection during construction. The Consultant shall be responsible for reviewing documentation including test reports to ensure compliance with the Contract Documents.
7.1.2 All terms and conditions contained in the Construction Management as Agent Services section of this Contract also apply to the Material Testing Services and personnel.
7.1.3 Upon discovery the Consultant material testing personnel shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

7.2 DOCUMENTATION

7.2.1 The Consultant's field testing personnel shall notify the City Representative when establishing the time of arrival and departure from the site, or the Consultant's Construction Coordinator if the City Representative is not on site.
7.2.2 The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:
- 7.2.2.1 Time beginning inspection and testing
- 7.2.2.2 Time ending inspection and testing
- 7.2.2.3 Total man-hours for each pay rate spent for each day
- 7.2.2.4 Tests or inspections performed and document the station, offset and nearest cross street location
- 7.2.2.5 Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work

7.2.3 The Consultant shall immediately report to the City Representative verbally and in writing any:
- 7.2.3.1 Testing or inspection that fails specifications or requirements.
- 7.2.3.2 Missed testing or inspections.
- 7.2.3.3 Testing where there is a reasonable doubt that the future test results may not meet the specifications.
- 7.2.3.4 Construction that proceeds without the required testing or inspection.
- 7.2.3.5 Construction that proceeds after uncorrected failed test results or doubtful future results.
- 7.2.3.6 Construction that is not in compliance with the Contract Documents.
- 7.2.3.7 Structural failure or collapse.
- 7.2.3.8 Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

7.3 SAMPLING AND TESTING CRITERIA

7.3.1 FIELD TESTING

7.3.1.1 The Consultant shall provide field testing for soil, aggregate, concrete, and asphalt required by the Contract Documents.
7.3.1.2 The Consultant shall review and maintain field-testing data and reports for contract compliance.

7.3.2 LABORATORY TESTING

7.3.2.1 The Consultant shall provide laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.
7.3.2.2 The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

7.3.3 LABORATORY TEST RESULTS

7.3.3.1 Soil Tests
7.3.3.1.1 The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in Item 4 – Testing Requirements. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.
7.3.3.1.2 The Consultant shall retrieve samples from the Project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
7.3.3.1.3 The Consultant shall retrieve samples from the Project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.

7.3.3.1.4 The Consultant shall retrieve samples from the Project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within _3_ working days following samples being retrieved from the Project site.
7.3.3.1.5 The Consultant shall retrieve samples from the Project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the Project site.
7.3.3.1.6 The Consultant shall retrieve samples from the Project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the Project site.
7.3.3.1.7 The Consultant shall retrieve samples from the Project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within _3_ working days following samples being retrieved from the Project site.

7.3.3.2 Concrete Tests
7.3.3.2.1 The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
7.3.3.2.2 The Consultant shall prepare a minimum of _4_ test cylinders on the Project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within _2_ working days following each cylinder being tested.

7.3.3.3 Asphaltic Concrete Tests
7.3.3.3.1 The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
7.3.3.3.2 The Consultants shall retrieve samples from the Project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the Project site.
7.3.3.3.3 The Consultant shall retrieve samples from the Project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the Project site.
7.3.3.3.4 The Consultant shall retrieve samples from the Project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within _2_ working days following samples being retrieved from the Project site.
7.3.3.3.5 The Consultant shall retrieve samples from the Project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within _3_ working days following samples being retrieved from the Project site.

7.3.3.4 Testing Requirements. The following requirements for material control are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology:
7.3.3.4.1 Trench Backfill – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type
Sulfate Content	Cal 417-B	1 per soil type

7.3.3.4.2 Subgrade Material – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2
Sulfate Content	Cal 417-B	1 per soil type

7.3.3.4.3 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier

Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

7.3.3.4.4 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

7.3.3.4.5 Bituminous Pavement – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	ASTM D1559	1 per day
Maximum Theoretical Density	ASTM D2041	1 per day
Asphalt Content	ASTM D2172	2 per day
Aggregate Gradation	ASTM C136 & C117	2 per day

7.3.3.5 Relative Compaction Testing. The following requirements for Relative Compaction Testing are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests:

7.3.3.5.1 Trench Backfill – Backfill shall be tested as indicated:
7.3.3.5.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.
7.3.3.5.1.2 One test per lateral.
7.3.3.5.1.3 A minimum of two mainline tests between structures.

7.3.3.5.2 Structure Backfill – Backfill shall be tested as indicated:
7.3.3.5.2.1 One test per lift per structure or a minimum of one test per day.
7.3.3.5.2.2 A minimum of one test per structure.

7.3.3.5.3 Subgrade – Subgrade shall be tested as indicated:
7.3.3.5.3.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

7.3.3.5.4 Type II Aggregate Base – Aggregate base shall be tested as indicated:
7.3.3.5.4.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

7.3.3.5.5 Curb and Gutter – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.5.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two per street.

7.3.3.5.6 Crossgutter – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.6.1 Two tests per complete crossgutter.

7.3.3.5.7 Sidewalk – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.7.1 One test per 500 lineal feet of sidewalk or a minimum of one per street.

7.3.3.5.8 Driveways – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.8.1 Residential – one test per complete driveway.
7.3.3.5.8.2 Commercial/Alley – two tests per complete driveway.

7.3.3.5.9 Hot plant mix bituminous pavement – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:
7.3.3.5.9.1 A minimum of five locations per day.

7.4 CLOSE-OUT

7.4.1 The Consultant shall deliver a final report containing all test results, stamped and sealed by a Nevada professional Engineer.
7.4.2 The Consultant shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Contract and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

1.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

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

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the Project specific insurance policies (including renewal policies) shall be provided to the City upon request.
The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 2: PRE-CONSTRUCTION

2.1 The Consultant shall provide the following:
2.1.1 Resumes for each staff person assigned to the Project for City approval.
2.1.2 Consultant's policy and procedure manual for construction management for City approval.
2.1.3 Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
2.1.4 The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
2.1.5 List of deferred submittals.

ARTICLE 3: CONSTRUCTION PHASE – MONTHLY INVOICES

3.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:
3.1.1 A narrative report of the monthly activities and progress.
3.1.2 Consultant's daily photographs of construction activities.
3.1.3 Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

3.2 **Contractor's Payment Request.** Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

3.2.1 Prevailing wage records.
3.2.2 Contractor's photographs of construction activities.
3.2.3 Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.
3.2.4 Consultant's monthly written analysis report of the Contractor's monthly update schedule.

ARTICLE 4: CLOSE-OUT PHASE – FINAL PAYMENT

4.1 **Consultant's Invoice.** Together with the Consultant's invoice for final payment, or upon termination of this Contract for any reason, provide:
4.1.1 Report. A final Project summary report.
4.1.2 Daily Reports. The Consultant's Daily Reports, with original signature of the Consultant.
4.1.3 Photographs. The Consultant's daily photographs, labeled and dated.
4.1.4 As-Builts. The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.
4.1.5 Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, OPM software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.
4.1.5.1 Provide electronic files in the original software format (MS Word, Excel, etc.).
4.1.5.2 Provide pdf or tif electronic files of all fully executed signature documents.
4.1.5.3 Provide electronic copies of all Paper Files referenced in the following paragraph.
4.1.6 Paper Files. All original documents relating to the Project produced during the term of this Contract, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.
4.1.7 Evaluation Form. The completed City's Contractor evaluation form.

4.2 **Contractor's Final Payment Request.** Together with forwarding the Contractor's final payment request, provide copies of the following documents:
4.2.1 Certificate of Substantial Completion
4.2.2 Consent of Surety to Final Payment
4.2.3 Consent of Surety and Increase of Penalty
4.2.4 Affidavit of Payment of Debt and Claims
4.3 And for particular projects as applicable:
4.3.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
4.3.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
4.3.3 State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

1.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Contract.

1.1.1 The Scope of Service and compensation set forth in this Contract are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 2: LATE AND EARLY COMPLETION

2.1 The anticipated construction start date of the Project is May 2014 with an anticipated construction term of 10 calendar months for the Contractor to achieve Substantial Completion of the Project.

2.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Contract.

2.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in **Exhibit "D"** (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in **Exhibit "D"** in accordance with the rates in **Exhibit "E"** (Additional Compensation).

2.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: TOTAL COMPENSATION

1.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$660,000.00**. This amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

401.1 For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant Hourly Rates and Additional Services Rates established in **Exhibit "E"** (Additional Compensation) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract **Exhibit "A"** (Scope of Services) as directed by the City Representative. Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract.

CONSTRUCTION MANAGEMENT AS AGENT SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$594,593.00	

401.2 The following Basic Services Worksheet **Exhibit D-1** table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the Additional Services Rates established in **Exhibit "E"** over the course of the Project and, although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Contract and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Contract. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable, or otherwise negotiated prior to performance.

401.1 The City Representative shall have the authority to make work scope adjustments within the Basic Services Not-to-Exceed Cost without processing this Contract for an amendment or change order to be approved and signed by City Council or their designee if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not-to-Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.2 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment or change order to this Contract.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

402.2 Additional Services are services provided in the interests of the Project that are not set forth in **Exhibit "A"** (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

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

402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.

402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$65,407.00	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

Original PO	$ 594,593.00
Contingency	$ 65,407.00
Contract Amendment	
Total	$ 660,000.00

Hours Billed

	Name	Hourly Rate	1 month	2 month	3 month	4 month	5 month	6 month	7 month	8 month	9 month	10 month	11 month	12 month	Hours	Total Labor
Project Manager	Chad	$ 200.00	4.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	4.00	88	$ 17,600.00
Construction Manager	Mike	$ 164.00	80.00	168.00	168.00	176.00	168.00	168.00	184.00	144.00	176.00	168.00	160.00	176.00	1936	$ 317,504.00
Inspector	TBD	$ 140.00				168.00	184.00								352	$ 49,280.00
Office Admin	Sherry	$ 80.00	80.00	176.00	168.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	120.00	160.00	1264	$ 101,120.00
Scheduler	Zach	$ 179.00	16.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00		56	$ 10,024.00
Accounting	Janice	$ 105.00													0	$ -
																$ 495,528.00

Labor/Other Direct Costs	$ 23,184.00	$ 43,948.00	$ 43,308.00	$ 61,100.00	$ 62,028.00	$ 36,268.00	$ 38,892.00	$ 32,332.00	$ 37,580.00	$ 36,268.00	$ 38,156.00	$ 42,464.00		
Field Office														
Geotech Costs	$ 2,000.00	$ 8,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 9,000.00	$ 4,065.00			$ 99,065.00
Environmental	$ -													
Total Estimated Costs	$ 25,184.00	$ 51,948.00	$ 53,308.00	$ 72,100.00	$ 73,028.00	$ 47,268.00	$ 49,892.00	$ 43,332.00	$ 48,580.00	$ 45,268.00	$ 42,221.00	$ 42,464.00		$ 594,593.00

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

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

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	RATE	UNIT
Responsible In-Charge Person	$200.00	Per Hour
Construction Coordinator	$164.00	Per Hour
Construction Inspector	$140.00	Per Hour
Document Administrator	$80.00	Per Hour
Scheduler	$179.00	Per Hour
Accounting	$105.00	Per Hour

ARTICLE 2: ADDITIONAL SERVICES RATES

2.1 The cost of the following services and facilities has been negotiated as of the date of this Contract.

SERVICES and FACILITIES	FIXED FEE
Field Office as described in **Exhibit "A"** (in addition to that being provided by the Contractor)	$0 Per Month or pro-rata share thereof
Mobilization / Demobilization	$0 Lump Sum

2.2 The cost of the following testing and laboratory services has been negotiated as of the date of this Contract.

TESTING and LABORATORY SERVICES	FIXED FEE Per TEST
See Attached proposal from Ninyo & Moore	

2.3 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

2.4 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

2.5 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

ARTICLE 3: REIMBURSABLE EXPENSES

3.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

3.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

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

3.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

3.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment or change order to this Contract.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 1: CITY PERSONNEL

1.1 CITY REPRESENTATIVE: Jeff Galambas, P.E.
1.2 CITY REPRESENTATIVE'S SUPERVISOR: Tom Hayes, P.E.

ARTICLE 2: CONSULTANT'S PROJECT STAFF

2.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

2.1.1 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Chad McDermott, P.E.
2.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR:

2.1.3 CONSTRUCTION COORDINATOR: Mike Hill
2.1.4 CONSTRUCTION INSPECTOR: TBD
2.1.5 DOCUMENT ADMINISTRATOR: Sherry Mulford
2.1.6 OTHER PERSONNEL: Zach Sprute (Scheduler) Janice Schneider (Accounting)

2.1.7 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed: Chad McDermott
List Architect, Engineer, or Contractor license number: 21358

ARTICLE 3: CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval. All work will be performed by the Consultant's employees or the following subconsultants:

3.1.1 MATERIAL TESTING: Ninyo & Moore

3.1.2 ENVIRONMENTAL MONITORING: N/A

3.1.3 CIVIL ENGINEER: N/A

3.1.4 STRUCTURAL ENGINEER: N/A

3.1.5 MECHANICAL ENGINEER: N/A

3.1.6 ELECTRICAL ENGINEER: N/A

3.1.7 LANDSCAPE DESIGN: N/A

3.1.8 COST ESTIMATOR: N/A

3.1.9 GEOTECHNICAL ENGINEER: N/A

3.1.10 LAND SURVEYOR: N/A

END OF EXHIBIT "F"

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	HDR Engineering, Inc.
Address	7180 Pollock Drive, Ste. 200 Las Vegas, NV 89119
Telephone	(702) 938-6000
[redacted]	47-068-0568

Block 2	**Description**
	Durango Hills WRC Relief Sewer
RFP #	

Block 3	**Type of Business**						
■	Individual	☐	Partnership	■	Limited Liability Company	■	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 15

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.

Kristen Agnes
Name

3/17/14
Date

Subscribed and sworn to before me this 17 day of

March, 2014.

Janice D. Schneider
Notary Public

Notary Public - State of Nevada
County of Clark
JANICE D. SCHNEIDER
My Appointment Expires
July 26, 2014
No: 06-107539-1

HDR Engineering, Inc.

Directors

Name	Title
Eric L Keen	Director
George A Little	Director

Officers

Name	Title
Little, George A	Chief Executive Officer
Keen, Eric L	President
Connolly, Timothy J	Executive Vice President
Cox, Terence C	Executive Vice President
Felker, Brent R	Executive Vice President
LeCureux, David F	Executive Vice President
McAneny, Douglas J	Executive Vice President
O'Reilly, Charles L	Executive Vice President
Shoemaker, Darryl J	Executive Vice President
Wadsworth, William H	Executive Vice President
Vensas, Richard J	Executive Vice President - PT
Aducci, Kenneth E	Senior Vice President
Anderson, David J	Senior Vice President
Balter, Eugene N	Senior Vice President
Barnhart, William E	Senior Vice President
Batenhorst, Ralph A	Senior Vice President
Beard, Stephen R	Senior Vice President
Beduhn, Robert J	Senior Vice President
Bekka, Khalid	Senior Vice President
Bell, Graham Edgar Carlsen	Senior Vice President
Bissonnette, Michelle F	Senior Vice President
Blaylock, William M	Senior Vice President
Boling, Robert M	Senior Vice President
Bowdoin, Paul A	Senior Vice President
Brackett, Charles J	Senior Vice President
Brooks, Richard L	Senior Vice President
Bruce, Dennis W	Senior Vice President
Choffel, Kenneth L	Senior Vice President
Christopher, Stanley A	Senior Vice President
Clair, Robert F	Senior Vice President
Clark, Angela M	Senior Vice President
Clark, David L	Senior Vice President
Claunch, Christopher E	Senior Vice President
Cleary, Joseph G	Senior Vice President
Close, Craig A	Senior Vice President
Connell, James R	Senior Vice President
Connelly, David L	Senior Vice President
Conover, David R	Senior Vice President
Cooke, Paul E	Senior Vice President
Copeland, Charles E	Senior Vice President

Officers

Name	Title
Crockett, Timothy R	Senior Vice President
Curren, Jeff L	Senior Vice President
Dalton, Mark R	Senior Vice President
Damon, William H	Senior Vice President
Delange, Kevin	Senior Vice President
Devine, John J	Senior Vice President
Dingwell, Michael D	Senior Vice President
Donnelly, Thomas A	Senior Vice President
Dostal, Glenn H	Senior Vice President
Dougherty, Timothy K	Senior Vice President
Earle, Marcia H	Senior Vice President
Ellis, Robert H	Senior Vice President
Ellmers, Glen E	Senior Vice President
Ettlich, William F	Senior Vice President
Fanselau, Jason R	Senior Vice President
Ferrell, Stephen J	Senior Vice President
Frederiksen, Lee E	Senior Vice President
Gapinski, Duane P	Senior Vice President
Gilbert, Susan K	Senior Vice President
Gilleran, Amy A	Senior Vice President
Goehri, Roger S	Senior Vice President
Graff, Neil A	Senior Vice President
Greene, Sharon M	Senior Vice President
Hagood, William B	Senior Vice President
Hammond, David G	Senior Vice President
Han, Jeffrey	Senior Vice President
Hartmann, Kenneth A	Senior Vice President
Harvey, Matthew J	Senior Vice President
Hereim, Scott A	Senior Vice President
Hickox, Patrick P	Senior Vice President
Hill, Steven R	Senior Vice President
Hippe, Duane A	Senior Vice President
Hoppy, Brian K	Senior Vice President
Jackson, Douglas P	Senior Vice President
Jensen, Brent W	Senior Vice President
Johnson, Bradford L	Senior Vice President
Johnson, Erik B	Senior Vice President
Joyce, Martin J	Senior Vice President
Kaatz, Kelly J	Senior Vice President
Keyes, Steven A	Senior Vice President
Khoury, Eli R	Senior Vice President
Kim, Thomas T	Senior Vice President
King, Robert D	Senior Vice President
Kramer, David C	Senior Vice President
Kyle, Lawrence A	Senior Vice President
Lenning, Craig R	Senior Vice President
Leo, William M	Senior Vice President

Officers

Name	Title
Lewis, Harold E	Senior Vice President
Low, Larry D	Senior Vice President
Ludwin, David A	Senior Vice President
Luttrell, Edwin C	Senior Vice President
Lykens, Kenneth E	Senior Vice President
Lynch, James M	Senior Vice President
M'Coy, William S	Senior Vice President
Martin, Robert B	Senior Vice President
Massengill, Jeff B	Senior Vice President
Maxwell, John M	Senior Vice President
Mazgaj, Jan P	Senior Vice President
McBride, Michael J	Senior Vice President
McConnell, James	Senior Vice President
McGroddy, Peter M	Senior Vice President
McLaughlin, Thomas C	Senior Vice President
McWaters, Kent L	Senior Vice President
Meysenburg, Galen J	Senior Vice President
Miller, Richard R	Senior Vice President
Moody, Roger W	Senior Vice President
Moore, James A	Senior Vice President
Morton, John H	Senior Vice President
Mosteller, Lewis K	Senior Vice President
Mueller, Werner G	Senior Vice President
Muellerleile, Dale T	Senior Vice President
Murdoch, Joseph D	Senior Vice President
Neethling, Johannes B	Senior Vice President
Neil, Jason E	Senior Vice President
Ohlsen, Ronald G	Senior Vice President
Olsen, Kent A	Senior Vice President
Olson, Craig R	Senior Vice President
Olson, R Daniel	Senior Vice President
Pannell, Richard R	Senior Vice President
Pechnick, Patrick J	Senior Vice President
Peters, David A	Senior Vice President
Placilla, Melford J	Senior Vice President
Plattsmier, John R	Senior Vice President
Power, Edward H	Senior Vice President
Puzio, Joseph F	Senior Vice President
Raposa, Dorothy G	Senior Vice President
Reardon, David J	Senior Vice President
Reilly, Peter E	Senior Vice President
Reila, Robert J	Senior Vice President
Roden, Laurie L	Senior Vice President
Sanders, Thomas M	Senior Vice President
Scales, John C	Senior Vice President
Scheible, Otto Karl	Senior Vice President
Schneider, Michael I	Senior Vice President

Officers

Name	Title
Shaner, Kristine K	Senior Vice President
Sharp, William H	Senior Vice President
Shea, Andrew L	Senior Vice President
Sinclair, Charles T	Senior Vice President
Smith, Kenneth A	Senior Vice President
Steinert, John Paul	Senior Vice President
Stull, Kirk A	Senior Vice President
Talbot, Peter C	Senior Vice President
Tanner, Kendal R	Senior Vice President
Tarantino, John B	Senior Vice President
Taylor, David M	Senior Vice President
Thompson, Kathryn W	Senior Vice President
Tondl, Matthew B	Senior Vice President
Tuck, Lisa M	Senior Vice President
Tugman, Michael F	Senior Vice President
Willey, Bruce R	Senior Vice President
Williams, Robert B	Senior Vice President
Williams, Stanley T	Senior Vice President
Wittmann, Michaella W	Senior Vice President
Wolfe, Brett D	Senior Vice President
Wright, Kenneth J	Senior Vice President
Wulkan, Alan C	Senior Vice President
Yadlosky, John M	Senior Vice President
Zweighaft, Simon	Senior Vice President
Frye, Debra L	Senior Vice President - PT
Jackson, Marilyn D	Senior Vice President - PT
Kirmeyer, Gregory J	Senior Vice President - PT
Lee, James W	Senior Vice President - PT
Lewis, David L	Senior Vice President - PT
Scroggin, Charles R	Senior Vice President - PT
Skelly, Michael J	Senior Vice President - PT
Abad-Fitts, Carmen B	Vice President
Abbe, Ruth C	Vice President
Abe, Roy K	Vice President
Agers, Kristine M	Vice President
Ahlert, William K	Vice President
Alsina, Paul M	Vice President
Anderson, Robert L	Vice President
Anid, Paul J	Vice President
Arce, Alfredo F	Vice President
Atoulikian, Richard G	Vice President
Awezec, John S	Vice President
Bachman, Patrick M	Vice President
Bagwell, James A	Vice President
Barker, Norman J	Vice President
Barnett, Elena R	Vice President
Barton, Michael J	Vice President

Officers

Name	Title
Bathurst, Lucas A	Vice President
Becker, Robert R	Vice President
Bennett, Timothy R	Vice President
Berggren, Eric G	Vice President
Bergman, Steven R	Vice President
Biglen, Douglas K	Vice President
Billman, Daniel W	Vice President
Bird, Brian D	Vice President
Bisson, Douglas J	Vice President
Black, Bryan	Vice President
Bland, Claude Thomas	Vice President
Blank, Jeffrey C	Vice President
Bloom, Donna R	Vice President
Booty, James W	Vice President
Borenstein, Mark D	Vice President
Bott, Paul R	Vice President
Brakenhoff, Peter J	Vice President
Bratovich, Paul M	Vice President
Briggs III, Kenneth F	Vice President
Brigham, James W	Vice President
Bromley, Patrick G	Vice President
Brown, Jerome W	Vice President
Bunner, Matthew A	Vice President
Buttenob, John M	Vice President
Caldwell, Thomas H	Vice President
Canjura, Nelson E	Vice President
Cantwell, Joel R	Vice President
Capell, Paul F	Vice President
Carnahan, James D	Vice President
Carroll, Steven M	Vice President
Catron, Heather J	Vice President
Chapman, John M	Vice President
Chiglo, Jay L	Vice President
Christensen, James J	Vice President
Cobb, Samuel D	Vice President
Cohen, Alan S	Vice President
Coleman, James M	Vice President
Colwell, Arthur B	Vice President
Cone, Robert E	Vice President
Cowan, Timothy P	Vice President
Craig, John L	Vice President
Crall, Michael P	Vice President
Culligan, David W	Vice President
Dadamo, Peter C	Vice President
Dammarell, Amy S	Vice President
Davis, Peter J	Vice President
Dechant, David M	Vice President

Officers

Name	Title
Dehoney, Betty J	Vice President
Dempsey, John M	Vice President
Dodson, Michael G	Vice President
Doherty, Karen M	Vice President
Domalik, Daniel E	Vice President
Douglas, James G	Vice President
Douglas, Jeffrey S	Vice President
Drahota, Steven M	Vice President
Drimmel, Joseph E	Vice President
Duben, Mark A	Vice President
Dunn, David D	Vice President
Duran, Victor J	Vice President
Duschang, John H	Vice President
Dwyer, Blaine N	Vice President
Edelen, Benedict R	Vice President
Edgington, Ruedy P	Vice President
Edwards, Allison M	Vice President
Eldridge, Katherine W	Vice President
Engel, John J	Vice President
Engelbert, Patrick J	Vice President
Evans, John R	Vice President
Everson, Tony W	Vice President
Fassett, Gordon W	Vice President
Ferguson, Keith A	Vice President
Ferguson, Matthew W	Vice President
Ferjancic, Kenneth P	Vice President
Ferrier, Paul A	Vice President
Field, Kip D	Vice President
Florio, Shawn A	Vice President
Forest, Mark E	Vice President
Fox, Steven R	Vice President
Foyt, Garey W	Vice President
Franklin, John M	Vice President
Frissora, Joseph	Vice President
Frommer, Jennifer A	Vice President
Fryklind, Karl J	Vice President
Fukuda, Lester H	Vice President
Fuller, Robert Gary	Vice President
Galezlewski, Thomas M	Vice President
Gallagher, Timothy J	Vice President
Garcia, Guillermo E	Vice President
Gesell, Gregory H	Vice President
Gibson, James B	Vice President
Glover, Jeffrey B	Vice President
Gould, Thomas E	Vice President
Gould, Timothy F	Vice President
Graber, Daniel J	Vice President

Officers

Name	Title
Grady, David R	Vice President
Greenberg, Michael G	Vice President
Grenoble, Bruce A	Vice President
Gros, Stephane	Vice President
Gross, William	Vice President
Grubstein, Michael Y	Vice President
Gruver, Terry J	Vice President
Gruwell, Nancy A	Vice President
Guletsky, Peter W	Vice President
Gunderson, Adrian A	Vice President
Haack, Carlton L	Vice President
Habben, Craig E	Vice President
Hadler, Edith M	Vice President
Hammer, Mark J	Vice President
Hanley, Phillip D	Vice President
Harmon, Daniel J	Vice President
Hauske, Gerald J	Vice President
Hawley, William T	Vice President
Hearn, Douglas C	Vice President
Hecht, James R	Vice President
Hemphill, Mark W	Vice President
Henderson, Jonathan R	Vice President
Hentz, Lawrence H	Vice President
Herald, Edward J	Vice President
Herrington, Lewis R	Vice President
Hiatt, Steven L	Vice President
Hino, Francis T	Vice President
Hise, Wallace	Vice President
Hoff, Steven H	Vice President
Holcomb, Donald R	Vice President
Holland, Jeremy L	Vice President
Hookham, Charles J	Vice President
Horkan, Thomas E	Vice President
Horton, Richard T	Vice President
Howells, James D	Vice President
Howie, Bruce J	Vice President
Huckabee, Adrian J	Vice President
Hudak, Todd M	Vice President
Hunsicker, Mark D	Vice President
Hunter, Craig J	Vice President
Hyre, John B	Vice President
Islam, Rashed T	Vice President
Izzo, Joseph A	Vice President
Izzo, Vincent J	Vice President
Johnson, David C	Vice President
Johnson, Lawrence P	Vice President
Johnson, Michael W	Vice President

Officers

Name	Title
Johnson, Thomas L	Vice President
Jones, Douglas B	Vice President
Junod, Edward C	Vice President
Kalis, Michael P	Vice President
Kalisiak, Kip C	Vice President
Keane, Kevin D	Vice President
Keller, Kevin K	Vice President
Kellner, Robert E	Vice President
Kempf, Gregory A	Vice President
Khalil, Hussein H	Vice President
Kinnear, David J	Vice President
Klovsky, Robert	Vice President
Koch, John E	Vice President
Kottwitz, Daryl A	Vice President
Kravitz, Barry S	Vice President
La Tuso, Christopher	Vice President
Larson, Jay R	Vice President
Lauderdale, Chance V	Vice President
Lauzier, Andre E	Vice President
Lazzara, John C	Vice President
Leahey, Robert E	Vice President
Lebron, Carlo F	Vice President
Leonard, Kevin J	Vice President
Leshko, Brian J	Vice President
Less, Samuel P	Vice President
Liebsch, Edward J	Vice President
Lim, Kuang Y	Vice President
Llewellyn, Ricky L	Vice President
LoBuono, Joseph	Vice President
Long, Stephen N	Vice President
Loo, Michael V	Vice President
Lopez-Paniagua, Juan C	Vice President
Lowrey, Kenneth J	Vice President
Lykken, Jeffrey W	Vice President
Marlani, Joyce M	Vice President
Martinez, Gregory J	Vice President
Martinez, Roy L	Vice President
Mason, Phillip J	Vice President
McCammon, Donald L	Vice President
McGlashan, Michael J	Vice President
McInturff, John M	Vice President
McLaren, Mark	Vice President
McPherson, John L	Vice President
Mead, Eric A	Vice President
Meehan, Paul A	Vice President
Meier, David A	Vice President
Meilleur, Aaron M	Vice President

Officers

Name	Title
Meyer, Kelly R	Vice President
Miguez, Ramon F	Vice President
Mitas, Daniel W	Vice President
Moore, David B	Vice President
Moore, Kerry A	Vice President
Morgan, Teri J	Vice President
Morreale, Thomas A	Vice President
Morris, Louis P	Vice President
Morrison, James P	Vice President
Moyano, David	Vice President
Murphy, Michael E	Vice President
Murphy, Michael M	Vice President
Murray, Michael R	Vice President
Nagel, Roger W	Vice President
Nidam, Susan R	Vice President
Olson, Craig A	Vice President
Osburn, Randall C	Vice President
Owings, Don B	Vice President
Pecha, Dan L	Vice President
Pembroke, James P	Vice President
Perkins, Ronald R	Vice President
Peterson, James C	Vice President
Petrasek, Albert C	Vice President
Pietz, Kenny J	Vice President
Pilgrim, Richard D	Vice President
Planck, Samuel M	Vice President
Posthumus, David J	Vice President
Preston, Robert L	Vice President
Price, Kristina M	Vice President
Principe, Michael A	Vice President
Prior, Marlus K	Vice President
Prossick, James F	Vice President
Quinn, Michael P	Vice President
Quinn, Thomas A	Vice President
Raibley, Timothy J	Vice President
Rakestraw, Danny L	Vice President
Rand, Christopher E	Vice President
Rasmussen, Stephanie E	Vice President
Readling, Joseph C	Vice President
Reece, Lisa M	Vice President
Reed, Scott M	Vice President
Reichelt, Kurt W	Vice President
Richards, Neil R	Vice President
Riede, Robert C	Vice President
Roberts, Mark G	Vice President
Rolle, Barry O	Vice President
Rossbach, Philip E	Vice President

Officers

Name	Title
Rustand, Scott A	Vice President
Ryan, Matthew D	Vice President
Sahebjam, Khani	Vice President
Schroeder, James K	Vice President
Schulze, Dennis W	Vice President
Seifipour, Bahram	Vice President
Seits, Mark H	Vice President
Selinger, Matthew J	Vice President
Sharpe, Graham D	Vice President
Sheahan, James M	Vice President
Sheehan, Neil A	Vice President
Sherk, John E	Vice President
Short, Wayne G	Vice President
Shostak, Michael J	Vice President
Siedschlag, Michael D	Vice President
Sigler, William B	Vice President
Sikora, Mark J	Vice President
Skinner, Christine E	Vice President
Skinner, David R	Vice President
Smith, Kenneth L	Vice President
Snyder, Kevin P	Vice President
Soronson, Marc Kevin	Vice President
Sova, Ronald J	Vice President
Spain, Stephen D	Vice President
Srb-Vampola, Kandi K	Vice President
Standig, Kenneth F	Vice President
Staton, Derek C	Vice President
Stevens, Jerry L	Vice President
Stimac, Michael V	Vice President
Stober, John T	Vice President
Stonehouse, Gregory J	Vice President
Stratton, Richard G	Vice President
Suarez, Erki	Vice President
Suero, Guillermo Jose	Vice President
Swindell, Brian A	Vice President
Swoboda, Gregory T	Vice President
Tanner, Jon M	Vice President
Teaford, Chester A	Vice President
Terry, Lolene J	Vice President
Thomas, James A	Vice President
Thuman, Andrew J	Vice President
Tillett, George E	Vice President
Tippey, Brent A	Vice President
Toledo, Zachary O	Vice President
Tremel, Paul M	Vice President
Vaugh, Samuel K	Vice President
Veltri, Lorraine K	Vice President

Officers

Name	Title
Vijayakumar, Perincherry	Vice President
Villager, John A	Vice President
Vozzolo, David J	Vice President
Wajda, James E	Vice President
Walker, Harry B	Vice President
Wenger, Jason S	Vice President
Werman, Roni	Vice President
Wessels, Eric A	Vice President
Weston, David C	Vice President
White, Stephanie L	Vice President
Wiltanen, Mark A	Vice President
Williams, Bradley C	Vice President
Williams, George Eric	Vice President
Wilson, Stephen C	Vice President
Wimberly, John E	Vice President
Wingert, Raymond A	Vice President
Witt, Paul T	Vice President
Wittberger, Alicia K	Vice President
Worsham, Carol Corse	Vice President
Wos, Thomas G	Vice President
Young, Thomas W	Vice President
Bishop, Edward C	Vice President - PT
Brittain, Robert D	Vice President - PT
Carothers, Garson C	Vice President - PT
Castro, Donald J	Vice President - PT
Crull, Carl E	Vice President - PT
Englert, Thomas L	Vice President - PT
Glaser, James R	Vice President - PT
Grennan, Dennis E	Vice President - PT
Heckler, Philip C	Vice President - PT
Hennessy, Melissa J	Vice President - PT
Johnson, Michael T	Vice President - PT
Larson, John R	Vice President - PT
Link, George W	Vice President - PT
Mack, Johnnie A	Vice President - PT
Mason, Ronald C	Vice President - PT
McGowan, Michael J	Vice President - PT
McInnis, Amanda B	Vice President - PT
Niedergeses, Richard M	Vice President - PT
Schroeder, Suzanna B	Vice President - PT
Shelton, Steven L	Vice President - PT
Stone, Bradford M	Vice President - PT
Waldow, George M	Vice President - PT
Zimmerman, William F	Vice President - PT
Abdelaziz, Hisham K	Associate Vice President
Allen, Robert J	Associate Vice President
Allwright, Michael C	Associate Vice President

Officers

Name	Title
Aquino, Todd S	Associate Vice President
Atkinson, Corrinne L	Associate Vice President
Aurit, Scott A	Associate Vice President
Bacsikin, Ronald S	Associate Vice President
Baker, Christopher L	Associate Vice President
Bakke, Brian M	Associate Vice President
Balchunas, Brian M	Associate Vice President
Baldwin, William D	Associate Vice President
Bash, Scott A	Associate Vice President
Becker, Daniel F	Associate Vice President
Bellinger, Carol A	Associate Vice President
Bergschneider, Kevin H	Associate Vice President
Berman, Robert S	Associate Vice President
Bertram, Michael H	Associate Vice President
Blount, Steven R	Associate Vice President
Borkoski, Virginia	Associate Vice President
Bott, James W	Associate Vice President
Brunner, Robert V	Associate Vice President
Clatanoff, John J	Associate Vice President
Cline, Shane K	Associate Vice President
Cochran, Matthew D	Associate Vice President
Connors, Thomas M	Associate Vice President
Cooper, Tresa D	Associate Vice President
Culler, Joseph D	Associate Vice President
Dalager, Nathan P	Associate Vice President
Davis, Scott W	Associate Vice President
DeCesare, Douglas T	Associate Vice President
Dewey, Kirk P	Associate Vice President
Dey, Gautom	Associate Vice President
Dickerson, Nathan P	Associate Vice President
Dierking, Paul B	Associate Vice President
DiGirolamo, Anthony	Associate Vice President
Dortch, Stephen W	Associate Vice President
Draper, Terry M	Associate Vice President
Duty, Katie E S	Associate Vice President
Eaton, Roger A	Associate Vice President
Fauteux, Ricky D	Associate Vice President
Ferland, Lance M	Associate Vice President
Friedman, Steven A	Associate Vice President
Fuchs, Jeffrey D	Associate Vice President
Fuller, Jason A	Associate Vice President
Gaetz, Alan L	Associate Vice President
Ghesquiere, Thomas Roger	Associate Vice President
Gipson, Dean J	Associate Vice President
Gough, Matthew S	Associate Vice President
Graham, Andrew G	Associate Vice President
Grimes, Anna C	Associate Vice President

Officers

Name	Title
Grimstad, James E	Associate Vice President
Grubbs, Donald R	Associate Vice President
Hans, Jeffrey P.	Associate Vice President
Harris, Jared R	Associate Vice President
Hill, Jason L	Associate Vice President
Horton, Lenore H	Associate Vice President
Houle, Larry J	Associate Vice President
Housner, Lindsay A	Associate Vice President
Hunt, Dana R	Associate Vice President
Hunt, Jennifer E	Associate Vice President
Imhoff, Cory M	Associate Vice President
Ives, Denise M	Associate Vice President
Jenik, Warren F	Associate Vice President
Johnson, Blake W	Associate Vice President
Jones, Richard B	Associate Vice President
Kennedy, Holly L	Associate Vice President
Kennison, Janet A	Associate Vice President
Kidd, Andra J	Associate Vice President
Kinard, David A	Associate Vice President
Kjenstad, Jason L	Associate Vice President
Knosby, Mary P	Associate Vice President
Koffer, Viola J	Associate Vice President
Kohl, Anna J	Associate Vice President
Koorn, Shawn W	Associate Vice President
Kopp, Gabriel J	Associate Vice President
Krieger, Ruth L	Associate Vice President
Krivanec, Christopher E	Associate Vice President
Kuvaas, Duke A	Associate Vice President
Labenz-Hough, Jeffery A	Associate Vice President
Lam, Michael K M	Associate Vice President
Layman, Colleen M	Associate Vice President
Lloyd, Kevin J.	Associate Vice President
Lorek, Steven P	Associate Vice President
Mac Neil, Michael S	Associate Vice President
Marroquin, Shirley H	Associate Vice President
McConnell, Edward C	Associate Vice President
McCoy, Barbara Jean	Associate Vice President
McCullough, Vicki L	Associate Vice President
McGregor, George W	Associate Vice President
McKernan, Mary C	Associate Vice President
Michnovez, Eric J	Associate Vice President
Modi, Vijay R	Associate Vice President
Moedl, Colter M	Associate Vice President
Muench, Brian P	Associate Vice President
Nash, Terry J	Associate Vice President
North, Michael W	Associate Vice President
O'Neill, Patrick W.D.	Associate Vice President

Officers

Name	Title
Olsen, Tracy E	Associate Vice President
Palilla, Marco J	Associate Vice President
Palmatier, Alexander M	Associate Vice President
Pantelides, John	Associate Vice President
Pargas, Ricardo A	Associate Vice President
Pearce, Samuel W	Associate Vice President
Piner, Angela G L	Associate Vice President
Pozos, Nicole L C	Associate Vice President
Pratt, James D	Associate Vice President
Pucci, Michael W	Associate Vice President
Pullukat, Thomas S	Associate Vice President
Raila, Susan	Associate Vice President
Register II, Marlin A	Associate Vice President
Reiter, Jared C	Associate Vice President
Renner, Paula S	Associate Vice President
Rennoldson, David C	Associate Vice President
Richardson, Lisa M	Associate Vice President
Riley, Linda R	Associate Vice President
Roalson, Shay M.R.	Associate Vice President
Rocha, Camilo A	Associate Vice President
Rodriguez, Alberto	Associate Vice President
Rodriguez, Christopher B	Associate Vice President
Rohan, David P	Associate Vice President
Rosignoli, Marco G	Associate Vice President
Rouse, Eric C	Associate Vice President
Sabeti-Carretta, Kian	Associate Vice President
Schneider, Nicholas L	Associate Vice President
Schnell, Steven J	Associate Vice President
Schwarz, Joseph H.	Associate Vice President
Semenick, Richard C	Associate Vice President
Sherwood, Michelle E	Associate Vice President
Shields, Joseph R	Associate Vice President
Shingleton, Bethany R	Associate Vice President
Shockley, Adam C	Associate Vice President
Sklavounakis, Christothea	Associate Vice President
Slayton, Erin N	Associate Vice President
Soto, Leticia	Associate Vice President
Staud, Amy M. Balmer	Associate Vice President
Stoppelmoor, Richard L	Associate Vice President
Tam, Weng On	Associate Vice President
Templer, Steven D	Associate Vice President
Terry, Melissa J	Associate Vice President
Thomure, Timothy M	Associate Vice President
To, Linc Hoang Linh	Associate Vice President
Tonilas, Bruce J	Associate Vice President
Toohey, Cheryl D	Associate Vice President
Van Dien, James P	Associate Vice President

Officers

Name	Title
Walsh, Claudia A	Associate Vice President
Warner, Terry R	Associate Vice President
Wheeler, Justin S	Associate Vice President
Whitehead, Cynthia H	Associate Vice President
Whittaker, Christine L	Associate Vice President
Wigle, Matthew L	Associate Vice President
Williges, Christopher R	Associate Vice President
Womack, Shane R	Associate Vice President
Worster, Edgar S	Associate Vice President
Young, Patrick R	Associate Vice President
Zapata, Leonel A	Associate Vice President
Zydel, Mark B	Associate Vice President
Hebor, Michael F	Associate Vice President - PT
Nagy, Harry E	Associate Vice President - PT
Pachman, Louis J	Secretary
Kudron, Bonnie J	Assistant Secretary
Hartnett, Chad M	Treasurer
Oleson, Alan G	Assistant Treasurer

END OF EXHIBIT "G"

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the Second Amendment to Agreement No. 110203-TF, Construction Manager as Agent Agreement for Jones/Valley View Corridor Improvements CMAR Project located on Jones Boulevard from US 95 to Sahara Avenue and Valley View Boulevard from US 95 to Desert Inn Road - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP ($100,000 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On June 15, 2011 the subject agreement was awarded by the City Council for construction management services. The first amendment was issued on June 5, 2013 to extend the project completion date. This amendment will provide an additional extension of the project completion date to allow the contractor to address the relocation of unforeseen utilities. Parsons Transportation Group is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Michael Lanning - (702) 789-2000

RECOMMENDATION:
That City Council approve award of the Second Amendment to Agreement No. 110203-TF, Construction Manager as Agent Agreement for Jones/Valley View Corridor Improvements CMAR Project to Parsons Transportation Group in the amount of $100,000, bringing the total Agreement amount to $2,250,000. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Second Amendment to Agreement No. 110203-TF
2. Certificate - Disclosure of Ownership/Principals

SECOND AMENDMENT

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Parsons Transportation Group, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated June 28, 2011, (herein the "Agreement"), and First Amendment dated June 12, 2013 retaining the services of the Consultant for Construction Manager as Agent more fully described therein in connection with the improvements for the project Jones/Valley View Corridor Improvement CMAR Project (herein "Project") and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to increase the total compensation due to the extension of the project timeline. The project timeline has been extended due to delays incurred resolving utility conflicts and performing relocation of multiple utilities.

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 "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $100,000.00, from $2,150,000.00 to $2,250,000.00.

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

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

CITY OF LAS VEGAS

By: _____
Yolanda Jones, C.P.M, CPPO Manager
Purchasing and Contracts
"CITY"

Parsons Transportation Group

By: _____
Michael Lanning
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 2/18/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

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	Parsons Transportation Group Inc.
Address	6795 Edmond St., Ste. 150 Las Vegas, NV 89118
Telephone	702-789-2000
EIN or DUNS	36-0982270

Block 2	**Description**
Subject Matter of Contract/Agreement:	
Construction Manager As Agent Traffic Improvements on Jones Blvd from US95 to Sahara Ave and on Valley View Blvd from US95 to Desert Inn Rd.	
RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	X	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		
2.			
3.			
4.			
5.			
6.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

SUSAN M. KILDOO
Notary Public-State of Nevada
APPT. NO. 01-69918-1
My App. Expires September 30, 2017

MICHAEL L. LANNING
Name

3-25-2014
Date

Subscribed and sworn to before me this 25 day of March, 2014.

Susan M. Kildoo
Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to revise Purchase Order No. 299378 to accommodate additional funding for Bid No. 10.15341.04-DC, Lorenzi Park Renovation Phase 2 located at 3333 West Washington Avenue - Department of Public Works - Award recommended to: RICHARDSON CONSTRUCTION, INC. ($127,254.11 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $127,254.11
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This revision request for additional funding is to provide for the final settlement of all construction issues, disputes and claims associated with the Lorenzi Park Renovation Phase 2 construction activities. This increase provides for extended project overhead associated with scope added through previously approved change orders. Richardson Construction, Inc. is located in North Las Vegas, Nevada.

PCC: J. Hill
POC: Louis Richardson - (702) 647-2200

RECOMMENDATION:
That City Council approve award revision of Purchase Order No. 299378 to accommodate additional funding for Bid No. 10.15341.04-DC, Lorenzi Park Renovation Phase 2 to Richardson Construction, Inc. in the amount of $127,254.11.

BACKUP DOCUMENTATION:
Contract Memo

Contract Memo

City of Las Vegas
Department of Public Works

Date: 4/14/2014 Modification Number: **1**

To: **Yolanda Jones**, 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:	**Lorenzi Park Phase II**	Ward Number:	5
Contractor:	**Richardson Construction**	Project Hansen Number:	33039
Bid #:	**10.15314.04**	Construction Contract P.O. #:	**299378**
Public Works Project Manager:	Tom Hayes	Phone:	229-6735
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:	$11,354,066.27	$1,135,407.00	10.00%
Previous Approved Contingency Increases:		$0.00	0.00%
Total	**$11,354,066.27**	**$1,135,407.00**	10.00%
Amount of Contingency Used as of 4/10/2014		$1,072,154.85	9.44%

		Proposed Total Contingency as Percent of Award
Amount of this Request for Contingency Increase:	**$127,254.11**	11.12%

FUNDING SOURCES FOR THIS INCREASE

Funding Source	Org	Amount	Account #	WA#	Task	Option
	Total	$0.00	**Proposed Funding does not equal Requested Increase**			

Continued on next page

SUMMARY OF PREVIOUS CONTINGENCY USES

Change Orders by Reason Code as of: 4/10/2014		Contingency Used as Percent of Award
Design & drawing deficiencies & codes:	$591,274.04	5%
Owner directives:	$534,342.56	5%
Credits	($89,130.67)	-1%
Code	$15,076.89	
Unforeseen conditions & events:	$20,592.03	0%
Amount of Contingency Used to Date:	**$1,072,154.85**	**9.44%**

Percent of Previous Approved Contingency Used to Date:	94.43%
Amount of Previously Approved Contingency Remaining:	$63,252.15
Percent of the Construction Completed to Date:	100.00%

Justification for Contingency Increase **Extended Project Overhead due to added scope (Change Orders)**
This contingency increase is required to fund the final settlement of all construction issues, disputes and claims associated with the Lorenzi Park Renovation Phase 2 construction activities. In particular, this increase will provide for extended project overhead associated with scope added through previously approved change orders. By executing the resultant change order both parties agree to the terms of the settlement and the requirements set forth in the change order.

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*	
	4/15/14	Tom Hayes, Construction Manager
DTS	4/15/14	David Bowers, City Engineer
J. C.	4/15/14	Jorge Cervantes, Public Works Director
		Yolanda Jones, Manager, Purchasing and Contracts

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Agreement No. 140168-DC, Construction Manager as Agent for Sewer Rehabilitation Group F located on Rancho Drive, Alexander Road, Craig Road, Gowan Road and Smoke Ranch Road - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($550,000 - Sanitation Enterprise Fund) - Wards 4 and 5 (Anthony and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $550,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for a construction manager with the responsibilities of ensuring the project is completed in a satisfactory manner, cost, quality and timely completion of the project. Award of this agreement is recommended by the City of Las Vegas consultant selection committee based upon the 2012 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Black & Veatch Corporation is located in Las Vegas, Nevada.

PCC: D. Collins
POC: Jim Morley - (702) 732-0448

RECOMMENDATION:
That City Council approve award of Agreement No. 140168-DC, Construction Manager as Agent for Sewer Rehabilitation Group F to Black & Veatch Corporation in the amount of $550,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 140168-DC
2. Certificate - Disclosure of Ownership/Principals

CONSTRUCTION MANAGER AS AGENT AGREEMENT FOR SEWER REHABILITATION GROUP F

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **BLACK & VEATCH CORPORATION**, (the "Consultant"), whose address is **4040 North Rancho Drive, Las Vegas, Nevada 89119-0854**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **SEWER REHABILITATION GROUP F** (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

1.03 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

(i) terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

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

(iii) continue with performance by the CMAR and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

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

10.04 ***Ownership of Documents.***

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

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work and upon the City's payment for the services rendered by the Consultant, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City, for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The City agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse or alteration or the City's authorized use, reuse or alteration by any new consultant or other agent of the City of the Consultant's designs, drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection which may include written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

D. ***Delivery of Documents.***

(i) In the event of the completion of this Agreement and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

(ii) In the event of the suspension or termination of this Agreement, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Agreement through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Agreement shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Agreement for any disputed payment claims.

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $250,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed $25,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.17 ***Modification.*** All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

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

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

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

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

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

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

D. ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

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

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

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

10.24 ***Counterparts; Electronic Delivery.*** 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.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of March 13, 2014.

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

CITY OF LAS VEGAS

By_____
Yolanda C. Jones, C.P.M., CPPO
Manager, Purchasing & Contracts

CONSULTANT

By_____
Jim Morley, Associate Vice President,
Black & Veatch

ATTEST

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 4/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 DESCRIPTION OF PROJECT

Construction will consist of the following:

- Rancho Drive – Replacement of approximately 6,900 feet of 15-, 21-, and 24-inch diameter sanitary sewer.
- Alexander Road – Rehabilitation of two (2) segments of sanitary sewer via spot repair, eight (8) manholes, and inspect one (1) covered manhole
- Craig Road – Rehabilitation of sixteen (16) manholes
- Gowan Road – Rehabilitation of 121 feet of 15-inch diameter sanitary sewer, including rehabilitation of twenty-eight (28) manholes and inspect eight (8) covered manholes
- Smoke Ranch Road – Rehabilitation of 4,100 feet of 12- and 15-inch diameter sanitary sewer, including one (1) spot repair

1.2 CONDITIONS

1.2.1 "Contract Documents" as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

1.2.2 Consultant Proposals. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Contract or included by reference, the terms of this Contract shall govern any conflicts between the documents and this Contract, and any such attachments or references shall only be utilized to compliment this Contract in describing the detail of the scope of work described in this Contract, except that the scope shall not be less than the requirements in this Contract, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Contract, even if such attachments or references are signed by the parties to this Contract.

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

1.2.4 Certifications. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Contract, the Consultant shall provide personnel with the proper credentials during the term of this Contract. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Contract, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

1.2.5 OPM Software. Upon City request, Consultant shall utilize the City's **online project management (OPM) software** as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

1.2.5.1 The City shall provide:
1.2.5.1.1 A limited training manual for the OPM software and a maximum of two hours of OPM software training for up to four people at the City's offices.

1.2.5.1.2 The cost of any software licenses required by the OPM software manufacturer or distributor.
1.2.5.1.3 User accounts for Consultant's access to the OPM software.

1.2.5.2 The Consultant shall provide:
1.2.5.2.1 Training of Consultant personnel required to utilize the OPM software, except as provided by the City above.
1.2.5.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
1.2.5.2.3 Electronic notification in the OPM software of any submittals that cannot be transmitted electronically, such as material samples.
1.2.5.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
1.2.5.2.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the OPM software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
1.2.5.2.6 Frequent monitoring of the OPM software.

1.2.5.3 Documents approved in the OPM software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the OPM software to provide approvals, and no excuse will be entertained by the City for unauthorized OPM software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the OPM approvals, upon City request.

1.3 REFERENCE STANDARDS

1.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

1.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Contract:

1.3.2.1 Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
1.3.2.2 Nevada Department of Transportation (NDOT) references (most current editions):
- 1.3.2.2.1 Road Design Division Manual, Parts 1 & 2.
- 1.3.2.2.2 Standard Specifications for Road and Bridget Construction (NDOT Silver book).
- 1.3.2.2.3 Standard Plans for Road and Bridge Construction.
- 1.3.2.2.4 Standard Construction Plan Symbols and Design Layout and Drafting Methods
- 1.3.2.2.5 Bridge Design and Procedures Manual
- 1.3.2.2.6 Nevada Work Zone Traffic Control Handbook
- 1.3.2.2.7 Design and Construction Standards for Wastewater Collection

1.3.2.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
1.3.2.4 Traffic Control Devices Handbook
1.3.2.5 Roadside Design Guide
1.3.2.6 American Society for Testing and Materials (ASTM)
1.3.2.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
1.3.2.8 Clark County Regional Flood Control District's Policies and Procedures.
1.3.2.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
1.3.2.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
1.3.2.11 American Concrete Institute (ACI)
1.3.2.12 The Asphalt Institute
1.3.2.13 Portland Cement Association (PCA)
1.3.2.14 City of Las Vegas Building Codes
1.3.2.15 International Building Code (IBC)
1.3.2.16 International Energy Conservation Code (IECC)
1.3.2.17 National Electric Code (NEC)
1.3.2.18 Southern Nevada Pool Code
1.3.2.19 Uniform Administrative Code
1.3.2.20 Uniform Mechanical Code (UMC)
1.3.2.21 Uniform Plumbing Code (UPC)
1.3.2.22 Uniform Fire Code, NFPA 1
1.3.2.23 City amendments to the above codes

1.3.2.24 City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
1.3.2.25 City of Las Vegas Municipal Code Title 19 Zoning Code
1.3.2.26 Accessibility Laws, Codes, Standards, and Guidelines
1.3.2.26.1 Architectural Barriers Act
1.3.2.26.2 Rehabilitation Act
1.3.2.26.3 Americans with Disabilities Act (ADA)
1.3.2.26.4 Telecommunications Act (Section 255)
1.3.2.26.5 Rehabilitation Act Amendments
1.3.2.26.6 Access Board Guidelines
1.3.2.26.6.1 ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
1.3.2.26.6.2 Recreation Facilities Guidelines
1.3.2.26.6.3 Outdoor Developed Area Guidelines
1.3.2.26.6.4 Play Area Guidelines
1.3.2.26.6.5 Building Elements Designed for Children's Use
1.3.2.26.6.6 State and Local Government Facilities
1.3.2.26.6.7 Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
1.3.2.26.6.8 Electronic and Information Technology Accessibility Guidelines
1.3.2.26.7 ANSI 117.1
1.3.2.26.8 NRS 338.180.4 for building signage
1.3.2.26.9 NRS 484.408 and City Municipal Code for parking signage
1.3.2.27 Consumer Product Safety Commission Handbook for Public Playground Safety
1.3.2.28 Utility Company Design Standards
1.3.2.28.1 Las Vegas Valley Water District
1.3.2.28.2 NV Energy
1.3.2.28.3 CenturyLink
1.3.2.28.4 Cox Communications
1.3.2.28.5 Southwest Gas
1.3.2.28.6 Republic Service of Southern Nevada
1.3.2.29 Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
1.3.2.30 Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
1.3.2.31 Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
1.3.2.32 Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
1.3.2.33 Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

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

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 **SCOPE OF SERVICES.** The Consultant shall provide the following scope of services, as more fully described below:

3.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES
3.1.1.1 Pre-Construction Procedures
3.1.1.2 Construction Procedures
3.1.1.3 Close-Out Procedures

3.1.2 MATERIAL TESTING SERVICES

3.1.3 This scope is to be considered preliminary and may be altered at the direction of the City Representative as the Project develops.

3.1.4 Consultant services, duties, and responsibilities stated in any part of this Exhibit "A" are applicable to all parts (pre-construction, construction, close-out).

3.2 STAFFING REQUIREMENTS

3.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Contract. Reference the entire Contract for additional staffing requirements.

3.2.2 Construction Manager. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.
3.2.2.1 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

3.2.3 Construction Coordinator. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:
3.2.3.1 A four year college degree in architecture, construction management or engineering discipline; or
3.2.3.2 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or
3.2.3.3 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

3.2.4 Construction Inspector. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

3.2.5 Document Administrator. The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Contract. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

3.2.6 Qualifications. The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

3.2.7 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in **Exhibit "F"** Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

3.3 EQUIPMENT REQUIREMENTS

3.3.1 **Equipment.** The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:

3.3.1.1 Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
3.3.1.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
3.3.1.3 Computer and communications systems required to manage the Project.
3.3.1.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.
3.3.1.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
3.3.1.6 A library of reference standards applicable to the Project, see list above.

3.3.2 **Software**
3.3.2.1 The Consultant's documentation shall, to the maximum extent possible, be prepared using OPM software accessed via an Internet connection to the City system. No software purchase is required of the Consultant for this access and use.
3.3.2.2 Where OPM documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2007, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.
3.3.2.3 Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

ARTICLE 4: CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

4.1 DOCUMENT CONTROL

4.1.1 **Document Setup & Review.** The Consultant shall:
4.1.1.1 Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
4.1.1.2 Setup the OPM software, files, and forms in compliance with the City filing standards, enter in OPM all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.
4.1.1.3 Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.
4.1.1.4 Perform a review of the Project documents and forward any review comments to the City Representative.
4.1.1.4.1 Documents. Minimum documents to review include, as applicable to the Project:
4.1.1.4.1.1 Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
4.1.1.4.1.2 Geotechnical report and site survey.
4.1.1.4.1.3 Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
4.1.1.4.1.4 LEED points to achieve for new building construction.
4.1.1.4.1.5 Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.
4.1.1.4.1.6 Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
4.1.1.4.1.7 Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.
4.1.1.4.1.8 Contractor's Traffic Control Plan.
4.1.1.4.1.9 Contractor's trench safety plans and competent person submittal for OSHA compliance.
4.1.1.4.1.10 National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).
4.1.1.4.1.11 General Discharge Permit for Oil/Water Separators and Best Management Plan.
4.1.1.4.1.12 Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.
4.1.1.4.2 Review. Minimum review of documents shall include:
4.1.1.4.2.1 A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
4.1.1.4.2.2 A review of the contractual terms to determine the requirements for contract administration and enforcement.
4.1.1.4.2.3 A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.

4.1.1.4.2.4 A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.
4.1.1.4.2.5 A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.
4.1.1.4.2.6 A review of city furnished items for interface with the Contractor's work and schedule delivery.
4.1.1.4.2.7 A review of multiple owner construction contracts, if any, for coordination and interface.
4.1.1.4.2.8 Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.
4.1.1.4.2.9 A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

4.1.2 **Backups.** The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of the OPM database for the Project and each project document prepared and processed under this Agreement, backed up no less frequently than daily, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

4.1.3 **Substitutions.** The Consultant shall:
4.1.3.1 Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into OPM, reject or forward them to the City Representative and designer for review and approval.
4.1.3.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

4.1.4 **Contractor Submittals.** The Consultant shall:
4.1.4.1 Prepare a master list of all contractually required submittals in OPM and distribute copies.
4.1.5 Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.
4.1.5.1 Generate a submittal log in OPM showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.
4.1.5.2 All submittals that are received in accordance with the Contract Documents shall be logged into OPM and forwarded to the designer for review and approval or rejection.
4.1.5.3 Re-Submittals shall be handled in the same manner as the original submittal.
4.1.5.4 Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

4.2 PROJECT CONTROL

4.2.1 **Meetings.** The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.
4.2.1.1 Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

4.2.2 **Material Deliveries.** The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

4.3 TIME AND BUDGET

4.3.1.1 Preliminary Project Schedule. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

4.3.2 Contractor Payment Format. The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

4.3.3 Project Status Reports. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

ARTICLE 5: CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

5.1 DOCUMENT CONTROL

5.1.1 The Consultant shall create and maintain in OPM the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.
5.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.
5.1.3 Prepare and maintain all documents required to meet regulations.
5.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

5.1.5 **Daily Reports.** The Consultant shall:
5.1.5.1 Be responsible for producing, in OPM and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.
5.1.5.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Consultant field office and City record daily.
5.1.5.3 Ensure that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including:

5.1.5.3.1 Working and non-working hours on the Project site,
5.1.5.3.2 The weather conditions and possible weather related delays,
5.1.5.3.3 Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
5.1.5.3.4 Deliveries made and the quantity of each delivery,
5.1.5.3.5 Equipment on site by model, and year if possible and whether it was active or idle,
5.1.5.3.6 Inspections and tests conducted, including the station, offset and nearest cross street, and the amount of inspector time spent on site,
5.1.5.3.7 Construction activities conducted and work completed including daily quantities,
5.1.5.3.8 Traffic controls in place,
5.1.5.3.9 Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
5.1.5.3.10 Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
5.1.5.3.11 Any accidents on site and in the general vicinity; safety concerns and actions taken,
5.1.5.3.12 Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.

5.1.5.4 Review the Contractor's daily reports and if the Consultant determines that any are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in OPM, detailing any concerns and requested changes and shall forward these documents to the City Representative for review and approval.

5.1.6 **As-Builts.** The Consultant shall:
5.1.6.1 Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.
5.1.6.2 Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

5.1.7 **Photographs.** Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

5.1.8 **Project Status Reporting.** The Consultant shall:
5.1.9 Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
5.1.9.1 Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

5.2 PROJECT CONTROL

5.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

5.2.2 **Authority.**
5.2.2.1 The Consultant has the authority to:
5.2.2.1.1 Issue Notices of Non-Compliance, after consultation with the City.
5.2.2.1.2 Reject delivered non-compliant materials.
5.2.2.1.3 Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.
5.2.2.1.4 Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.
5.2.2.2 The Consultant does not have the authority to:
5.2.2.2.1 Sign Construction Change Directives.
5.2.2.2.2 Sign Change Orders.
5.2.2.2.3 Sign the Certificate of Substantial Completion.
5.2.2.2.4 Revise the design or approve alternate materials.
5.2.2.2.5 Inspect any work other than that for which they are specifically certified.
5.2.2.2.6 Make public news releases or other information about the Project available to the public or news media.
5.2.2.2.7 Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

5.2.3 **Meetings.** The Consultant shall:
5.2.3.1 Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.
5.2.3.2 Record all meeting minutes in OPM and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.
5.2.3.3 Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

5.2.4 **Coordination.** The Consultant shall:
5.2.4.1 Coordinate with agencies and City staff on all aspects of the Project.
5.2.4.2 Keep agencies informed of the City's public information program.
5.2.4.3 Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.
5.2.4.4 Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.
5.2.4.5 Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.
5.2.4.6 Coordinate the activities of any environmental monitoring required for the Project.
5.2.4.7 Work with the Contractor to resolve coordination issues.

5.2.5 **Material Testing.** The Consultant shall:
5.2.5.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.
5.2.5.2 Ensure that all testing required by the Contract Documents are conducted and the results are distributed.
5.2.5.3 Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.

5.2.6 **Issues Management.** The Consultant shall:
5.2.6.1 Track and analyze all Project issues, disputes, and claims. In OPM link and attach all of the reference documents relating to each issue.
5.2.6.2 Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
5.2.6.3 Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.
5.2.6.4 Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
5.2.6.5 Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.
5.2.6.6 Monitor and respond to all traffic control issues.

5.2.7 **Notices of Potential Claim**. The Consultant shall:
5.2.7.1 Forward any and all Notices of Potential Claim to the City Representative for review and record.
5.2.7.2 Develop a summary of events and submit it with the Notices of Potential Claim.
5.2.7.3 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
5.2.7.4 Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.

5.2.8 **Communication.**
5.2.9 All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
5.2.10 All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
5.2.11 The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
5.2.12 The Consultant shall note in its Daily Report any verbal or written instructions given or received.

5.3 **INSPECTION**

5.3.1 **General.** The Consultant shall:
5.3.1.1 Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
5.3.1.2 Verify that all materials match the approved submittals, upon delivery and prior to installation.
5.3.1.3 Verify that the construction matches the dimensions in the Contract Documents.
5.3.1.4 Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
5.3.1.5 Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

5.3.2 **Roadway.** The Consultant shall ensure that:
5.3.2.1 Utilities are marked.
5.3.2.2 A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.
5.3.2.3 The Contractor provides someone to perform grade checking as they excavate or place borrow.
5.3.2.4 After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.
5.3.2.5 The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.
5.3.2.6 The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.

5.3.2.7 The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.
5.3.2.8 The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.
5.3.2.9 The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.
5.3.2.10 The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.
5.3.2.11 The AC plant mix placement surface is compliant for required texture and tolerance.

5.3.3 **Traffic Control.** The Consultant shall:
5.3.3.1 Maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

5.3.4 **Concrete Structures**. The Consultant shall ensure that:
5.3.4.1 The Contractor submittals including mix designs have been approved prior to installation.
5.3.4.2 The Pre-placement Inspections have been completed including:
5.3.4.2.1 Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
5.3.4.2.2 Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.
5.3.4.2.3 Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
5.3.4.2.4 Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.
5.3.4.2.5 Embedments including location, size, and condition.
5.3.4.2.6 Blockouts including location, size, and condition.
5.3.4.3 The Placement Inspections have been completed including:
5.3.4.3.1 Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.
5.3.4.3.2 Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).
5.3.4.3.3 Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.
5.3.4.3.4 Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
5.3.4.3.5 The Post-Placement Inspections and Tests have been completed including:
5.3.4.3.6 Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
5.3.4.3.7 Shoring Removal including location, time of removal, and sequence of removal.
5.3.4.3.8 Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and non destructive tests.

5.3.5 **Underground Utilities.** The Consultant shall ensure that:
5.3.5.1 The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
5.3.5.2 The Contractor is delivering and installing materials that match the approved submittals.

5.3.5.3 The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
5.3.5.4 The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.
5.3.5.5 The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

5.3.6 **On-Site Construction.** In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:
5.3.6.1 Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.
5.3.6.2 Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.
5.3.6.3 At a minimum, verify and measure the following items, if specified:
5.3.6.3.1 Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.
5.3.6.3.2 Metal gauges of flashings, roofing, doors and frames.
5.3.6.3.3 Exterior metal surfaces are galvanized including hollow metal doors and frames.
5.3.6.3.4 Sheet metal backing is provided on sidewalls of exterior doorways.
5.3.6.3.5 Exterior door hardware is stainless steel.
5.3.6.3.6 Paint thicknesses and minimum number of coats.
5.3.6.3.7 Wood door tops and bottoms are painted.
5.3.6.3.8 Powder-coated painted surfaces are powder-coated.
5.3.6.3.9 Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
5.3.6.3.10 Wheelchair space concrete slab area next to the end of benches is provided.
5.3.6.3.11 Five foot diameter clear space in every room for wheelchair turnaround.
5.3.6.3.12 Thresholds and storefront window sills are set in mastic.
5.3.6.3.13 That the roofing manufacturer's representative is present during installation and approves the installation.
5.3.6.3.14 Ceramic tile joints align with structural joints, with sealant and backer rod.
5.3.6.3.15 Six foot minimum clearance from top of totlot equipment to fabric shade.
5.3.6.3.16 Concrete slabs slope to drains. Slabs recessed for floor finishes.
5.3.6.3.17 THW cu wire is used for all exterior electrical.
5.3.6.3.18 Exterior light poles have oversized handholes per city standards.
5.3.6.3.19 Electrical clearances around installed gear meet code.
5.3.6.3.20 Electrical circuit, panel, and equipment labeling meets city standards.

5.3.7 **Traffic Signals and Streetlights.** The Consultant shall ensure that:
5.3.7.1 The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
5.3.7.2 Recurrent problems are not occurring, including:
5.3.7.2.1 Foundations at the wrong elevation, location, orientation, or bolt size,
5.3.7.2.2 Pull box lids incorrectly marked, street lighting,
5.3.7.2.3 Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
5.3.7.2.4 Traffic signal heads loose or turned, and
5.3.7.2.5 Underground conduit size incorrect.
5.3.7.3 The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
5.3.7.3.1 Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
5.3.7.3.2 Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

5.4 TIME AND BUDGET

5.4.1 **Contractor Payments.** The Consultant shall:
5.4.1.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.

5.4.1.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
5.4.1.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.
5.4.1.4 Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
5.4.1.5 Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

5.4.2 **Prevailing Wage Records.** The Consultant shall:
5.4.2.1 Review the Contractor's monthly prevailing wage records for completeness and accuracy.
5.4.2.2 Notify the City Representative of any reported or discovered prevailing wage violations.
5.4.2.3 Forward all reviewed prevailing wage records to the City for archiving.

5.4.3 **Quantities.** The Consultant shall:
5.4.3.1 Monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

5.4.4 **Change Orders.** The Consultant shall:
5.4.4.1 Create a Change Order Request (COR) log in OPM; receive and log all Contractor submitted CORs.
5.4.4.2 Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
5.4.4.3 Assist in the negotiations of Change Order pricing.
5.4.4.4 Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
5.4.4.5 Prepare the application form and present change orders before the City Change Order Committee for approval.
5.4.4.6 Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
5.4.4.7 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
5.4.4.8 Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

5.4.5 **Schedule Submittals.** The Consultant shall:
5.4.5.1 Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
5.4.5.2 Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
5.4.5.3 Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

5.4.6 **Schedule Reporting.** The Consultant shall:
5.4.6.1 Report all schedule changes to the City within ten working days.
5.4.6.2 Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
5.4.6.3 Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

5.4.7 **As-built Schedule.** The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

ARTICLE 6: CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

6.1 DOCUMENT CONTROL

6.1.1 **General.** Provide a complete record of Project documentation to the City Representative for Project closeout.

6.1.2 **Equipment Verification.** The Consultant shall:
6.1.2.1 Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
6.1.2.2 Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
6.1.2.3 Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

6.1.3 **As-Builts.** The Consultant shall:
6.1.3.1 Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
6.1.3.2 Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
6.1.3.3 Delivery the coordinated set of as-builts to the City Representative.

6.1.4 **Final Report and Delivery of Project Documentation.** The Consultant shall:
6.1.4.1 Prepare a final Project summary report.
6.1.4.2 Complete the City's Contractor evaluation form.
6.1.4.3 Deliver all electronic and OPM files on computer disk (DVD) and hard copy. See Exhibit "B".
6.1.4.4 Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
6.1.4.5 Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
6.1.4.6 Maintain copies of Project files for three years.

6.2 PROJECT CONTROL AND INSPECTION

6.2.1 **Punchlists and Substantial Completion.** The Consultant shall:
6.2.1.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.
6.2.1.2 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.
6.2.1.3 Develop in OPM a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.
6.2.1.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in OPM and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.
6.2.1.5 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.
6.2.1.6 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.
6.2.1.7 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

6.3 TIME AND BUDGET

6.4 **Claims.** The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

6.5 **Permits.** The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

6.6 **Final Quantities.** The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

6.7 **Withholding.** The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

6.8 **Liquidated Damages.** The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:

6.8.1 On-Site Work:
- 6.8.1.1 Section 01700, Work Required Complete Prior to Substantial Completion
- 6.8.1.2 Section 01700, Punchlist Completion

6.8.2 Right-of-Way Work:
- 6.8.2.1 Section 108, Punchlist Completion
- 6.8.2.2 Section 624, Traffic Control Plan Deficiency - Maintenance
- 6.8.2.3 Section 624, Traffic Control Plan Deficiency - Safety
- 6.8.2.4 Section 623, LVACTS/FAST Cable Damages

6.8.2.5 **Final Payment.** The Consultant shall:

6.8.2.6 Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- 6.8.2.6.1 Certificate of Substantial Completion
- 6.8.2.6.2 Consent of Surety to Final Payment
- 6.8.2.6.3 Consent of Surety and Increase of Penalty
- 6.8.2.6.4 Affidavit of Payment of Debt and Claims

6.8.2.7 And for particular projects as applicable:
- 6.8.2.7.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- 6.8.2.7.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- 6.8.2.7.3 State Engineer Dam Safety Permission to Impound submittal package.

6.8.2.8 Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.

6.8.2.9 Obtain the Final Payment approval from the City Representative.

ARTICLE 7: MATERIAL TESTING SERVICES

7.1 GENERAL

7.1.1 The Consultant shall provide staffing and AASTHO certified lab services to provide quality control testing and inspection during construction. The Consultant shall be responsible for reviewing documentation including test reports to ensure compliance with the Contract Documents.

7.1.2 All terms and conditions contained in the Construction Management as Agent Services section of this Contract also apply to the Material Testing Services and personnel.

7.1.3 Upon discovery the Consultant material testing personnel shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

7.2 DOCUMENTATION

7.2.1 The Consultant's field testing personnel shall notify the City Representative when establishing the time of arrival and departure from the site, or the Consultant's Construction Coordinator if the City Representative is not on site.

7.2.2 The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:
- 7.2.2.1 Time beginning inspection and testing
- 7.2.2.2 Time ending inspection and testing
- 7.2.2.3 Total man-hours for each pay rate spent for each day
- 7.2.2.4 Tests or inspections performed and document the station, offset and nearest cross street location

7.2.2.5 Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work

7.2.3 The Consultant shall immediately report to the City Representative verbally and in writing any:

7.2.3.1 Testing or inspection that fails specifications or requirements.
7.2.3.2 Missed testing or inspections.
7.2.3.3 Testing where there is a reasonable doubt that the future test results may not meet the specifications.
7.2.3.4 Construction that proceeds without the required testing or inspection.
7.2.3.5 Construction that proceeds after uncorrected failed test results or doubtful future results.
7.2.3.6 Construction that is not in compliance with the Contract Documents.
7.2.3.7 Structural failure or collapse.
7.2.3.8 Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

7.3 SAMPLING AND TESTING CRITERIA

7.3.1 FIELD TESTING

7.3.1.1 The Consultant shall provide field testing for soil, aggregate, concrete, and asphalt required by the Contract Documents.

7.3.1.2 The Consultant shall review and maintain field-testing data and reports for contract compliance.

7.3.2 LABORATORY TESTING

7.3.2.1 The Consultant shall provide laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.

7.3.2.2 The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

7.3.3 LABORATORY TEST RESULTS

7.3.3.1 Soil Tests

7.3.3.1.1 The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in Item 4 – Testing Requirements. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.

7.3.3.1.2 The Consultant shall retrieve samples from the Project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the Project site.

7.3.3.1.3 The Consultant shall retrieve samples from the Project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the Project site.

7.3.3.1.4 The Consultant shall retrieve samples from the Project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within _3_ working days following samples being retrieved from the Project site.

7.3.3.1.5 The Consultant shall retrieve samples from the Project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_ working days following samples being retrieved from the Project site.

7.3.3.1.6 The Consultant shall retrieve samples from the Project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within _2_working days following samples being retrieved from the Project site.

7.3.3.1.7 The Consultant shall retrieve samples from the Project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within _3_ working days following samples being retrieved from the Project site.

7.3.3.2 Concrete Tests

7.3.3.2.1 The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

7.3.3.2.2 The Consultant shall prepare a minimum of _4_ test cylinders on the Project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within _2_ working days following each cylinder being tested.

7.3.3.3 **Asphaltic Concrete Tests**

7.3.3.3.1 The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

7.3.3.3.2 The Consultants shall retrieve samples from the Project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.

7.3.3.3.3 The Consultant shall retrieve samples from the Project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.

7.3.3.3.4 The Consultant shall retrieve samples from the Project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.

7.3.3.3.5 The Consultant shall retrieve samples from the Project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the Project site.

7.3.3.4 **Testing Requirements**. The following requirements for material control are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology:

7.3.3.4.1 **Trench Backfill** – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type
Sulfate Content	Cal 417-B	1 per soil type

7.3.3.4.2 **Subgrade Material** – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2
Sulfate Content	Cal 417-B	1 per soil type

7.3.3.4.3 **Type II Aggregate Base** – Material sampled shall be tested in accordance with the test method and frequency indicated

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier
Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

7.3.3.4.4 **Portland Cement Concrete** – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

7.3.3.4.5 **Bituminous Pavement** – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	ASTM D1559	1 per day
Maximum Theoretical Density	ASTM D2041	1 per day
Asphalt Content	ASTM D2172	2 per day
Aggregate Gradation	ASTM C136 & C117	2 per day

7.3.3.5 **Relative Compaction Testing.** The following requirements for Relative Compaction Testing are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests:

7.3.3.5.1 **Trench Backfill** – Backfill shall be tested as indicated:
7.3.3.5.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.
7.3.3.5.1.2 One test per lateral.
7.3.3.5.1.3 A minimum of two mainline tests between structures.

7.3.3.5.2 **Structure Backfill** – Backfill shall be tested as indicated:
7.3.3.5.2.1 One test per lift per structure or a minimum of one test per day.
7.3.3.5.2.2 A minimum of one test per structure.

7.3.3.5.3 **Subgrade** – Subgrade shall be tested as indicated:
7.3.3.5.3.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

7.3.3.5.4 **Type II Aggregate Base** – Aggregate base shall be tested as indicated:
7.3.3.5.4.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

7.3.3.5.5 **Curb and Gutter** – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.5.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two per street.

7.3.3.5.6 **Crossgutter** – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.6.1 Two tests per complete crossgutter.

7.3.3.5.7 **Sidewalk** – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.7.1 One test per 500 lineal feet of sidewalk or a minimum of one per street.

7.3.3.5.8 **Driveways** – Aggregate base and subgrade shall be tested as indicated:
7.3.3.5.8.1 Residential – one test per complete driveway.
7.3.3.5.8.2 Commercial/Alley – two tests per complete driveway.

7.3.3.5.9 **Hot plant mix bituminous pavement** – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:
7.3.3.5.9.1 A minimum of five locations per day.

7.4 CLOSE-OUT

7.4.1 The Consultant shall deliver a final report containing all test results, stamped and sealed by a Nevada professional Engineer.
7.4.2 The Consultant shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Contract and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

1.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

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

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the Project specific insurance policies (including renewal policies) shall be provided to the City upon request.
The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 2: PRE-CONSTRUCTION

2.1 The Consultant shall provide the following:
2.1.1 Resumes for each staff person assigned to the Project for City approval.
2.1.2 Consultant's policy and procedure manual for construction management for City approval.
2.1.3 Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
2.1.4 The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
2.1.5 List of deferred submittals.

ARTICLE 3: CONSTRUCTION PHASE – MONTHLY INVOICES

3.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:
3.1.1 A narrative report of the monthly activities and progress.
3.1.2 Consultant's daily photographs of construction activities.

3.1.3 Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

3.2 **Contractor's Payment Request.** Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

3.2.1 Prevailing wage records.

3.2.2 Contractor's photographs of construction activities.

3.2.3 Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

3.2.4 Consultant's monthly written analysis report of the Contractor's monthly update schedule.

ARTICLE 4: CLOSE-OUT PHASE – FINAL PAYMENT

4.1 **Consultant's Invoice.** Together with the Consultant's invoice for final payment, or upon termination of this Contract for any reason, provide:

4.1.1 Report. A final Project summary report.

4.1.2 Daily Reports. The Consultant's Daily Reports, with original signature of the Consultant.

4.1.3 Photographs. The Consultant's daily photographs, labeled and dated.

4.1.4 As-Builts. The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

4.1.5 Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, OPM software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.

4.1.5.1 Provide electronic files in the original software format (MS Word, Excel, etc.).

4.1.5.2 Provide pdf or tif electronic files of all fully executed signature documents.

4.1.5.3 Provide electronic copies of all Paper Files referenced in the following paragraph.

4.1.6 Paper Files. All original documents relating to the Project produced during the term of this Contract, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.

4.1.7 Evaluation Form. The completed City's Contractor evaluation form.

4.2 **Contractor's Final Payment Request.** Together with forwarding the Contractor's final payment request, provide copies of the following documents:

4.2.1 Certificate of Substantial Completion

4.2.2 Consent of Surety to Final Payment

4.2.3 Consent of Surety and Increase of Penalty

4.2.4 Affidavit of Payment of Debt and Claims

4.3 And for particular projects as applicable:

4.3.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.

4.3.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.

4.3.3 State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

1.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Contract.

1.1.1 The Scope of Service and compensation set forth in this Contract are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 2: LATE AND EARLY COMPLETION

2.1 The anticipated construction start date of the Project is June 2014 with an anticipated construction term of 10 calendar months for the Contractor to achieve Substantial Completion of the Project.

2.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Contract.

2.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in **Exhibit "D"** (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in **Exhibit "D"** in accordance with the rates in **Exhibit "E"** (Additional Compensation).

2.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: TOTAL COMPENSATION

1.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$550,000.00**. This amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

401.1 For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant Hourly Rates and Additional Services Rates established in **Exhibit "E"** (Additional Compensation) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract **Exhibit "A"** (Scope of Services) as directed by the City Representative. Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract.

CONSTRUCTION MANAGEMENT AS AGENT SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$514,339.00	

401.2 The following Basic Services Worksheet **Exhibit D-1** table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the Additional Services Rates established in **Exhibit "E"** over the course of the Project and, although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Contract and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Contract. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable, or otherwise negotiated prior to performance.

401.1 The City Representative shall have the authority to make work scope adjustments within the Basic Services Not-to-Exceed Cost without processing this Contract for an amendment or change order to be approved and signed by City Council or their designee if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not-to-Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.2 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment or change order to this Contract.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

402.2 Additional Services are services provided in the interests of the Project that are not set forth in **Exhibit "A"** (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

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

402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.

402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$35,661.00	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

	Hourly Rate	Month Number	1	2	3	4	5	6	7	8	9	10	Total Hours	Project Total
		Month	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
Project Director - Jim Morley	$ 225.00	Hours Per Month	1	1	1	1	1	1	1	1	1	1	**10**	**$2,250**
Construction Manager - Steve Henness	$ 218.25	Hours Per Month	60	45	36	36	45	36	36	45	36	49	**424**	**$92,538**
Construction Coordinator - Scott Patrick	$ 134.00	Hours Per Month	120	200	160	160	200	160	160	200	160	107	**1627**	**$218,018**
Construction Inspector - TBD	$ 129.00	Hours Per Month		140	112	112	140	100	100	125	112		**941**	**$121,389**
Document Administrator - Sheena DeleonGuerrero & others	$ 70.00	Hours Per Month	48	48	40	40	40	32	32	40	32	43	**395**	**$27,650**
Labor Subtotal			**$32,760**	**$58,266**	**$46,770**	**$46,770**	**$57,706**	**$44,662**	**$44,662**	**$55,771**	**$46,210**	**$28,267**	**3397**	**$461,845**
Materials Testing (Field)	Per Month			$5,346	$5,346	$5,346	$5,346	$5,346	$5,347	$5,347	$5,347			**$42,771**
Materials Testing (Lab)	Per Month			$1,215	$1,215	$1,215	$1,215	$1,215	$1,216	$1,216	$1,216			**$9,723**
Testing Subtotal			**$0**	**$6,561**	**$6,561**	**$6,561**	**$6,561**	**$6,561**	**$6,563**	**$6,563**	**$6,563**	**$0**		**$52,494**
TOTAL - BASIC SERVICES	**Per Month**		**$32,760**	**$64,827**	**$53,331**	**$53,331**	**$64,267**	**$51,223**	**$51,225**	**$62,334**	**$52,773**	**$28,267**		**$514,339**
	Running Total		$32,760	$97,587	$150,918	$204,249	$268,517	$319,740	$370,965	$433,299	$486,072	$348,007		
Additional Services			$3,566	$3,566	$3,566	$3,566	$3,566	$3,566	$3,566	$3,566	$3,566	$3,567		**$35,661**
Additional Services Subtotal			**$3,566**	**$3,566**	**$3,566**	**$3,566**	**$3,566**	**$3,566**	**$3,566**	**$3,566**	**$3,566**	**$3,567**		**$ 35,661**
CONTRACT TOTAL	**Per Month**		**$36,326**	**$68,393**	**$56,897**	**$56,897**	**$67,833**	**$54,789**	**$54,791**	**$65,900**	**$56,339**	**$31,834**		**$550,000**
	Running Total		$36,326	$104,719	$161,616	$218,513	$286,347	$341,136	$395,927	$461,827	$518,166	$372,970		

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

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

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	**RATE**	**UNIT**
Responsible In-Charge Person	$225.00	Per Hour
Construction Manager	$218.25	Per Hour
Construction Coordinator	$134.00	Per Hour
Construction Inspector	$129.00	Per Hour
Document Administrator	$70.00	Per Hour

ARTICLE 2: ADDITIONAL SERVICES RATES

2.1 The cost of the following services and facilities has been negotiated as of the date of this Contract.

SERVICES and FACILITIES	**FIXED FEE**
Field Office as described in **Exhibit "A"** (in addition to that being provided by the Contractor)	$0 Per Month or pro-rata share thereof
Mobilization / Demobilization	$0 Lump Sum

2.2 The cost of the following testing and laboratory services has been negotiated as of the date of this Contract.

TESTING and LABORATORY SERVICES	**FIXED FEE Per TEST**
Per attached Terracon quote	

2.3 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

2.4 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

2.5 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

ARTICLE 3: REIMBURSABLE EXPENSES

3.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

3.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

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

3.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

3.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment or change order to this Contract.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 1: CITY PERSONNEL

1.1 CITY REPRESENTATIVE: Christopher Plutte, P.E.
1.2 CITY REPRESENTATIVE'S SUPERVISOR: Tom Hayes, P.E.

ARTICLE 2: CONSULTANT'S PROJECT STAFF

2.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

2.1.1 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Steven P. Henness, P.E.
2.1.2 CONSTRUCTION COORDINATOR: Scott Patrick
2.1.3 CONSTRUCTION INSPECTOR: TBD
2.1.4 DOCUMENT ADMINISTRATOR: Sheena Deleon Guerro
2.1.5 OTHER PERSONNEL: N/A

2.1.6 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed: Steven P. Henness, P.E.
List Architect, Engineer, or Contractor license number: 13892

ARTICLE 3: CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval. All work will be performed by the Consultant's employees or the following subconsultants:

3.1.1 MATERIAL TESTING: Terracon

3.1.2 ENVIRONMENTAL MONITORING: N/A

3.1.3 CIVIL ENGINEER: N/A

3.1.4 STRUCTURAL ENGINEER: N/A

3.1.5 MECHANICAL ENGINEER: N/A

3.1.6 ELECTRICAL ENGINEER: N/A

3.1.7 LANDSCAPE DESIGN: N/A

3.1.8 COST ESTIMATOR: N/A

3.1.9 GEOTECHNICAL ENGINEER: N/A

3.1.10 LAND SURVEYOR: N/A

END OF EXHIBIT "F"

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	Black & Veatch Corporation
Address	4040 S. Eastern Avenue, #330
Telephone	Las Vegas, NV 89119
EIN or DUNS	702-732-0448
	#43-1B33073

Block 2	**Description**
Subject Matter of Contract/Agreement:	Sewer Rehabilitation Group F
RFP #:	n/a

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.	Black & Veatch Corporation is a wholly owned subsidiary of Black & Veatch Holding Company (BVHC). BVHC is a privately held company with less than 400 shareholders. The Black & Veatch Retirement Program, or Employee Stock Ownership Program (ESOP), holds approximately 80% of the common shares of BVHC. The ESOP shares are held in trust and registered to the program's trustee, Great Banc Trust Company. Individual beneficial holder data within the ESOP trust is confidential and not available to the Company without prior written consent from the individual; however, shareholdings are broadly dispersed among the 6,000 employee participants. Aside from the ESOP, no one individual currently holds over 1% of the common shares of BVHC. The Business Address and phone number is: 8400 Ward Parkway, Kansas City, MO 64114, (913) 458-2000.		
2.			
3.			
4.			
5.			
6.			
7.			

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

31 MAR 2014
Date

Subscribed and sworn to before me this 31st day of March, 2014.

_____
Notary Public

END OF EXHIBIT "G"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve First Amendment to Agreement No. 120186-DC, Construction Manager as Agent for Vegas Storm Drain located on Vegas Drive between Shadow Mountain Place and Rancho Drive - Department of Public Works - Award recommended to: URS CORPORATION, LTD. ($150,000 - Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: Road and Flood CPF and Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

On August 1, 2012, Agreement No. 120186-DC was awarded by City Council for construction management services. This first amendment will provide for an extension of time to project completion date to allow contractor to address the relocation of unforeseen utilities. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. URS Corporation, LTD. is located in Las Vegas, Nevada.

PCC: D. Collins
POC: Brian Norris, P.E. - (702) 492-7917

RECOMMENDATION:

That City Council approve award of First Amendment to Agreement No. 120186-DC, Construction Manager as Agent for Vegas Storm Drain to URS Corporation, LTD in the amount of $150,000, bringing the total Agreement amount to $1,150,360. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. First Amendment to Agreement No. 120186-DC
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT TO CONSTRUCTION MANAGER AS AGENT AGREEMENT FOR VEGAS DRIVE STORM DRAIN

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2014, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and URS Corporation, (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Contract dated August 1, 2012, (herein the "Contract"), retaining the services of the Consultant for Construction Manager as Agent more fully described therein in connection with the improvements for the project Vegas Drive Improvements project (herein "Project") and,

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to provide additional Construction Management Services.

This change order will fund the CM Consultant, URS, until project/punchlist completion in September 2014. The change order is required due to the City requested URS to start part-time inspections, approximately 6-months prior to the start of construction, during the SW Gas relocations from August 2012 until January 2013. The construction project started in January 2013.

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

1. Exhibit "A" Scope Of Services has remained unchanged

2. Exhibit "B" Required Submittals has remained unchanged

3. Exhibit "C" Revised Performance Schedule – see attached

4. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Contract referenced herein by $150,000.00, from $1,000,360.00 to $1,150,360.00.

5. Exhibit "E" Additional Compensation has remained unchanged

6. Exhibit "F" Key Personnel List has remained unchanged

7. A new Exhibit "G" Disclosure of Ownership/Principals - See Attached

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

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

URS Corporation

By: _____
Brian Norris, P.E., Vice President
"CONSULTANT"

CITY OF LAS VEGAS

By: _____
Yolanda C. Jones, C.P.M., CPPO
Manager, Purchasing & Contracts
"CITY"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 4/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "C"

PERFORMANCE SCHEDULE
HOURS

FUNCTION	NAME	Mark-Up	FY12 Bill Rate	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13
Construction Manager	Brian Norris, PE	2.15	$167.00	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0
Construction Coordinator	Russel Cox, PE	2.15	$110.00	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0
Construction Inspector	Jerry Cook, PLS	2.15	$ 86.00	152.0	152.0	152.0	152.0	152.0	152.0	152.0	152.0	152.0
Construction Inspector	Charlie Tassone	2.15	$ 86.00	128.0	128.0	128.0	128.0	128.0	128.0	128.0	128.0	128.0
Document Administrator	Silvia Frassoldati	2.15	$ 68.00	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0
TOTAL				480.0	480.0	480.0	480.0	480.0	480.0	480.0	480.0	480.0

FUNCTION	NAME	Mark-Up	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Total Hours
Construction Manager	Brian Norris, PE	2.15	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	400.0
Construction Coordinator	Russel Cox, PE	2.15	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	3200.0
Construction Inspector	Jerry Cook, PLS	2.15	152.0	152.0	152.0	120.0	120.0	120.0	80.0	40.0	20.0	0.0	0.0	2324.0
Construction Inspector	Charlie Tassone	2.15	128.0	128.0	128.0	120.0	120.0	120.0	120.0	80.0	20.0	20.0	20.0	2156.0
Document Administrator	Silvia Frassoldati	2.15	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	80.0	460.0
TOTAL			480.0	480.0	480.0	440.0	440.0	440.0	400.0	320.0	240.0	220.0	280.0	**8540.0**

EXHIBIT "D"

FEE BREAKDOWN

FUNCTION	NAME	Mark-Up	FY12 Bill Rate	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13
BASIC SERVICES												
Construction Manager	Brian Norris, PE	2.15	$167.00	$3,340	$ 3,340	$3,340.00	$3,340.00	$3,340.00	$3,340.00	$ 3,340.00	$ 3,340.00	$ 3,340.00
Construction Coordinator	Russel Cox, PE	2.15	$110.00	$17,600	$17,600	$17,600.00	$17,600.00	$17,600.00	$17,600.00	$17,600.00	$ 17,600.00	$ 17,600.00
Construction Inspector	Jerry Cook, PLS	2.15	$86.00	$13,072	$13,072.	$13,072.00	$13,072.00	$ 13,072.00	$13,072.00	$13,072.00	$13,072.00	$13,072.00
Construction Inspector	Charlie Tassone	2.15	$86.00	$11,008	$11,008	$11,008.00	$11,008.00	$ 11,008.00	$11,008.00	$11,008.00	$11,008.00	$11,008.00
Document Administrator	Silvia Frassoldati	2.15	$68.00	$1,360	$1,360	$1,360.00	$1,360.00	$1,360.00	$1,360.00	$ 1,360.00	$ 1,360.00	$ 1,360.00
Subtotal				$46,380	$46,380	$46,380.00	$46,380.00	$46,380.00	$46,380.00	$46,380.00	$46,380.00	$46,380.00
Material Testing	Terracon			$2,000	$7,000	$7,000.00	$7,000.00	$ 7,000.00	$ 7,000.00	$7,000.00	$7,000.00	$ 7,000.00
BASIC SERVICES TOTAL				$48,380	$53,380	$53,380	$53,380	$53,380	$53,380	$53,380	$53,380	$ 53,380
Additional Services				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ORIGINAL TOTAL COST				$48,380	$53,380	$53,380.00	$53,380.00	$53,380.00	$53,380.00	$53,380.00	$53,380.00	$53,380.00
Contract Amendment Change Order No. 1				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
REVISED TOTAL COST				$48,380	$53,380	$53,380.00	$53,380.00	$53,380.00	$53,380.00	$ 53,380.00	$ 53,380.00	$53,380.00

EXHIBIT "D"

FEE BREAKDOWN
(Continued)

FUNCTION	NAME	Mark-Up	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Total Cost
BASIC SERVICES														
Construction Manager	Brian Norris, PE	2.15	$ 3,340.00	$3,340.00	$3,340.00	$3,340.00	$ 3,340.00	$ 3,340.00	$ 3,340.00	$3,340.00	$3,340.00	$3,340	$3,340	$ 66,800
Construction Coordinator	Russel Cox, PE	2.15	$17,600.00	$17,600.00	$17,600.00	$17,600.00	$17,600.00	$17,600.00	$17,600.00	$17,600.00	$17,600	$17,600	$17,600	$352,000
Construction Inspector	Jerry Cook, PLS	2.15	$13,072.00	$13,072.00	$13,072.00	$10,320.00	$10,320.00	$10,320.00	$ 6,880.00	$3,440.00	$1,720	$ -	$ -	$199,864
Construction Inspector	Charlie Tassone	2.15	$11,008.00	$11,008.00	$11,008.00	$10,320.00	$10,320.00	$10,320.00	$10,320.00	$6,880.00	$ 1,720	$ 1,720	$1,720	$185,416
Document Administrator	Silvia Frassoldati	2.15	$1,360.00	$1,360.00	$1,360.00	$ 1,360.00	$ 1,360.00	$ 1,360.00	$1,360.00	$ 1,360.00	$ 1,360	$1,360	$5,440	$31,280
Subtotal			$46,380.00	$46,380.00	$46,380.00	$42,940.00	$42,940.00	$42,940.00	$39,500.00	$32,620.00	$25,740	$24,020	$ 28,100	$835,360
Material Testing	Terracon		$7,000.00	$7,000.00	$ 7,000.00	$7,000.00	$7,000.00	$ 7,000.00	$5,000.00	$5,000.00	$3,000	$1,000	$ 1,000	$115,000
BASIC SERVICES TOTAL			$53,380	$ 53,380	$53,380	$ 49,940	$49,940	$ 49,940	$ 44,500	$37,620	$ 28,740	$25,020	$29,100	$950,360
Additional Services			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000	$50,000
ORIGINAL TOTAL COST			$53,380.00	$53,380.00	$53,380.00	$49,940.00	$49,940.00	$49,940.00	$44,500.00	$37,620.00	$28,740	$25,020	$79,100	**$1,000,360**
Contract Amendment Change Order No. 1			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$150,000.00	$150,000
REVISED TOTAL COST			$53,380.00	$53,380.00	$53,380.00	$49,940.00	$49,940.00	$49,940.00	$44,500.00	$37,620.00	$28,740	$25,020	$129,100.00	**$1,150,360**

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***
URS Corporation Name	
600 Montgomery Street, 26th Floor San Francisco, CA 94111 Address	
415-774-2700 Telephone	
94-1716908 EIN or DUNS	

Block 2	***Description***
Subject Matter of Contract/Agreement: City of Las Vegas Professional Architectural and Engineering Services April 2014 to June 2016	
RFP #:	

Block 3

Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4

Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	URS Holdings, Inc.	600 Montgomery Street, 26th Floor San Francisco, CA 94111-2727	415-774-2700
2.	Gary V. Jandegian, President	600 Montgomery Street, 26th Floor San Francisco, CA 94111-2727	415-774-2707
3.	H. Thomas Hicks, Vice President, CFO	600 Montgomery Street, 26th Floor San Francisco, CA 94111-2727	415-774-2770
4.	Kristin L. Jones, Secretary	600 Montgomery Street, 26th Floor San Francisco, CA 94111-2727	512-419-5763
5.	Judy L. Rodgers, Vice President & Treasurer	600 Montgomery Street, 26th Floor San Francisco, CA 94111-2727	415-774-2743
6.	Paul Boechler, Executive Vice President & Controller	600 Montgomery Street, 26th Floor San Francisco, CA 94111-2727	415-774-2782
7.	Louis Armstrong, Senior Vice President	One Montgomery Street, Suite 900 San Francisco, CA 94104-4538	415-243-3863
8.	Paul Ryan, Senior Vice President	2020 East First Street, Suite 400 Santa Ana, CA 92705	714-648-2821
9.	Sunnie House, Vice President	4225 Executive Square, Suite 1600 La Jolla, CA 92037	858-812-6024
10.	Brian Norris, Vice President	811 Grier Drive, Las Vegas, NV 89119	702-492-7917

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5

Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____
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

December 5, 2013
Date

Subscribed and sworn to before me this _____ day of

December, 2013.

Notary Public

(June 2000)

KATHERINE E. ANDREASON
Notary Public State of Nevada
No. 08-5926-1
My appt. exp. Feb. 10, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Modification No. Two to Contract No. 130121-CW, Information Technology Strategy Consulting Services - Department of Information Technologies - Award recommended to: BRENNAN CONSULTING GROUP, LLC ($35,000 - Computer Services Internal Service Fund)

Fiscal Impact

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

Amount: $35,000
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:

On April 3, 2013 Contract No. 130121-CW was awarded by City Council in the amount of $60,000 to provide for reorganization and implementation of the reorganization for the Information Technologies Department. Modification No. 2 adds $35,000 to extend these services. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Brennan Consulting Group, LLC is located in Henderson, Nevada.

PCC: R. Holder
POC: Susan Brennan - (702) 544-0488

RECOMMENDATION:

That City Council approve award of Modification No. Two to Contract No. 130121-CW, Information Technology Strategy Consulting Services in the amount of $35,000, bringing the total Contract amount to $120,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Modification No. Two to Contract No. 130121-CW
2. Certificate - Disclosure of Ownership/Principals

MODIFICATION NO. TWO
INFORMATION TECHNOLOGY
STRATEGY CONSULTING SERVICES

THIS MODIFICATION NO. TWO is being entered into this _____ day of _____, 2014, 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 **BRENNAN CONSULTING GROUP, LLC** (hereinafter the "Company") having its principal office located at 2831 St. Rose Parkway, Suite 219, Henderson, Nevada 89052.

The purpose of this Modification is to add funding for the completion of the augmentation implementation and to extend the performance period.

This Contract between the City and Company dated April 17, 2013, along with its subsequent modifications, is hereby modified as follows:

1. **Section B-2 Contract Type**

   DELETE: Section B-2 in its entirety.

   REPLACE WITH: B-2 Contract Type. Contract is a Firm-Fixed Price, not to exceed $120,000.00. This is a Non-Exclusive Contract.

2. **Section B-3 Prices/Costs (a) Payment Schedule**

   ADD THE FOLLOWING: Section B-3 (a):

   (a) Payment Schedule.

Item No.	Description	Amount
5	Implementation Augmentation Part 2	$35,000.00

3. **Section B-5 Performance Period/Delivery Schedule**

   DELETE: Section B-5 in its entirety.

   REPLACE WITH: The performance period commences from Award Date and continues through June 30, 2014.

4. **Section C -Scope of Services, C-1 Statement of Work**

   ADD THE FOLLOWING TO: Section C-1 (f):

   (e) Implementation Augmentation Part 2: The purpose of the Implementation Augmentation Project Part 2 will be to collaboratively populate and finalize the City's Information Technology (IT) strategic plan document and to finalize the IT departmental goals to successfully implement the plan. The format and template for this document was developed in Part 1. The City's IT department will use this document to communicate with their various communities of interest in order to create alignment around priorities and resources, both internally and externally. The IT strategic plan will identify major strategic priorities for the next 24 to 36 month period.

5. Section C-2 Deliverables

ADD THE FOLLOWING TO: Section C-2 Deliverables

(k) Company and City shall continue to work together to document the City's IT strategic plan. Company shall work with the City's PM to coordinate and hold meetings with internal IT employees and client departments, as needed, for review and input on the IT strategic plan.

(l) Company will complete IT application roadmaps for major City software applications as defined by the client with a minimum of two (2) roadmaps completed. The Company will work with the appropriate technical and client users who will assist to identify short and long term targeted initiatives for each identified application.

(m) Company shall hold two (2) planning sessions with City's IT leadership group to create a vision and directional clarity for the department.

(n) Collaboratively with the PM, the Company will draft a presentation for use by IT leadership to communicate the IT strategic plan.

(o) Company shall finalize the implementation of the tools and processes for setting and tracking the goals and metrics for the City's PM and key staff. Strategic goals will be established for each IT community of interest. In addition, at least six (6) key IT client-focused employees will also have specific individual goals developed that are tied to the strategic goals of the community of interest they serve.

(p) Company shall provide biweekly status updates to PM.

[The rest of this page has been left blank intentionally.]

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

ATTEST:

BEVERLY K. BRIDGES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvia 4-8-14
Deputy City Attorney — Date

BRENNAN CONSULTING GROUP, LLC

Susan M. Brennan 4-10-2014
SUSAN BRENNAN — Date
Principal

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: Brennan Consulting Group, LLC	**Services for: IT Strategy Consulting Services**
Address: 2831 St. Rose Parkway, Suite 219 Henderson, NV 89052	
Telephone: 702-719-4100	**Project Number: Mod No. 2 for CT No. 130121-CW**
EIN or DUNS : 88-0316729	

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.	Mark Henry Brennan Principal and Owner	2831 St. Rose Parkway Suite 219 Henderson, NV 89052	702-719-4100
2.	Susan Malick Brennan Principal and Owner	2831 St. Rose Parkway Suite 219 Henderson, NV 89052	702-719-4100
3.			
4.			
5.			
6.			

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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

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.

Susan M. Brennan
Name

April 10, 2014
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 10th day of April, ~~2013~~ 2014

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEITH M. WILSON
No: 12-8836-1
My Appointment Expires Sep. 18, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve award of Contract No. 140110-CW-B, Investment Management Services - Department of Finance - Award recommended to: FTN FINANCIAL MAIN STREET ADVISORS, LLC ($169,400 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $169,400
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:

This contract provides for investment management services to the City for the period from July 1, 2014 through June 30, 2017 with three two-year options to renew FTN Financial Main Street Advisors, LLC offered a discount equal to six months or an estimated $30,250 from the first year fees, and was one of two companies selected through a competitive Request for Proposals process. Funding will be provided through an increase in investment earnings. FTN Financial Main Street Advisors, LLC is located in Nevada.

PCC: C. White
POC: Rick Phillips - (702) 575-6600

RECOMMENDATION:

That City Council approve award of Contract No. 140110-CW-B, Investment Management Services to FTN Financial Main Street Advisors in the estimated amount of $169,400 for a three-year period, July 1, 2014 through June 30, 2017 and approve three two-year options to renew in the estimated annual amount of $66,550. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 140110-CW-B
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR
INVESTMENT MANAGEMENT SERVICES WITH FTN FINANCIAL

THIS CONTRACT is being entered into this _____ day of _____, 2014, 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 FTN FINANCIAL MAIN STREET ADVISORS, LLC, (a Limited Liability Company), (hereinafter the "Company") having its principal office located at 10655 Park Run Drive, Suite 120, Las Vegas, Nevada 89144.

SECTION A – Subject of Contract

The subject matter of this Contract is the performance of investment management services for the City.

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) *"City Fiscal Year"* means twelve calendar months commencing on July 1st and ending June 30th.

(e) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(g) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(h) *"Custodian"* means the Bank of New York.

(i) *"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.

(j) *"Effective Rate of Return"* means the summing of the 1) interest income received; 2) accrued interest income; and 3) realized capital gains and losses generated during the period. This total is then divided by the average daily invested principal balance for the same period. The result is then annualized to produce an effective rate of return.

(k) *"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.

(l) "*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

This Contract provides for the payment of an annual percentage fee for services performed by the Company. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company for services performed at a fee rate of:

(i) 5.5 Basis Points on $100-$150 million managed
(ii) 5.5 Basis Points on $125-$150 million managed

(b) Fees are to be charged quarterly based on the most recent quarter-end market value. If the $131 million portfolio market value increases or decreases, then the actual fee amounts paid will vary according to the fee rate.

(c) The Company waives the first six months of fees.

(d) Optional Consolidated Reporting. If an option to provide a Consolidated Monthly Investment Report (in addition to the Monthly Investment Report for the assets the Company manages) aggregating the portions of the portfolio managed by the City internally, the other Investment Management Services provider, and the Company is accepted, the report can be provided for Seven Hundred Fifty ($750) Dollars per month.

(e) Escalation – Price Adjustment. This pricing will be firm through June 30, 2017. There may be a price adjustment for the remaining Contract option period, if exercised by the City. Only one written price adjustment request will be accepted from the Company per option period. Sixty (60) days prior to the end of the then current Contract term, the Company may present a written request for price adjustment for the City's consideration.

(f) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract

B-4 Invoices [CAO-5/2/12]

The Company shall submit an electronic invoice via email to the City, on a City Fiscal Year quarterly basis, in accordance with Section B-3 (b) Payment. 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; and
(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:

Financial Services
Attn: Cory DeMille
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986
Email address: cdemille@lasvegasnevada.gov

B-5 Performance Period/Delivery Schedule

The Contract performance period is from July 1, 2014 through June 30, 2017. The City may, at its sole option, extend performance period for up to three (3) two-year periods beyond June 30, 2017. The City shall provide written notice to the Company of such extension, and the Company may not assume an automatic renewal. Exercise of a two-year option does not commit the City to exercise further options.

SECTION C – Statement of Work

C-1 General Scope of Services

The Company shall provide investment management services for the purchase, sale, exchange, and transfer of securities. The Company shall provide a monthly portfolio status report to the Project Manager, format to be approved by the City and labeled as Exhibit B. All services performed must be consistent with the "City of Las Vegas Investment Policy" as set forth in Exhibit A.

C-2 Portfolio Management Parameters

The following parameters shall be established on each account:

(i) All securities purchased will be U.S. Treasury, Federal Agency or Corporate securities according to the parameters outlined in the "City of Las Vegas Investment Policy".

(ii) Corporate securities will be transacted in at least $1 million face value increments; not to exceed 20% par value per managed account.

(iii) Treasury and Agency securities will be transacted in at least $1 million face value increments and a maximum $20 million face value per security.

(iv) The account will have an institutional AAA rated money market fund (MMF) with the Bank of New York to be utilized for monies not invested in U.S. Treasury, Federal Agency or Corporate securities.

(v) The portfolio will never exceed an average weighted maturity of 3 years.

(vi) The Bank of New York will act as custodian for the account.

(vii) All trades will be sent by the Company to the Bank of New York via e-mail, facsimile and/or entered into the Bank of New York's INFORM software via the Bank of New York's website and sent via Email to the City of Las Vegas

(viii) The account will be benchmarked against the Merrill Lynch 1-5 Year Treasury and Agency Index.

(ix) The effective rate of return on the account cannot be below the 24–month rolling average of the 2-year U.S. Treasury Note.

(x) The Broker dealer trade confirmations will be mailed to the City to the address specified in Paragraph B-4 "Invoices".

No "soft-dollar" or other compensation will be paid to the Company by financial institutions or broker/dealers from investment transactions that relate to the City's funds.

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: Manager, Purchasing and Contracts
City of Las Vegas
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: 702-384-9964

FOR THE COMPANY: Attn. President
FTN Financial Main Street Advisors, LLC
10655 Park Run Drive, Suite 120
Las Vegas, Nevada 89144
Fax: (702) 575-6672

(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 Cory DeMille, Senior Financial Analyst, 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 Rick Phillips, President & Chief Investment Officer, 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.

D-7 Allocation of Brokerage

Where the Company places orders for execution of portfolio transactions for the account, the Company may allocate such transactions to such brokers and dealers for execution on such markets, at such prices and at such commissions rates as is the good faith judgment of the Company will be in the best interest of the account.

D-8 Services to Other Clients

The City and the Company understand and agree that Company and its affiliates render investment management advice to others that may or may not have investment policies, objectives, and investments similar to those of the City's account.

D-9 Representation by the Company

(a) The Company represents and confirms that it is a registered investment adviser under the Investment Advisers Act of 1940.

(b) The personnel of the Company who will be responsible for performing work under this Contract shall be individuals experienced in the performance of the various functions contemplated by the Contract and have not, within the last two years been convicted of any crime or pleaded *nolo contendere* or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations.

SECTION E – General Clauses

E-1 Disputes [CAO-5/2/12] R

(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 the Eighth Judicial District Court, Clark County Nevada.

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 (I) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) 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] R

(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, products, completed operations, 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. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements 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 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 and endorsements 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 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 $25,000.00 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) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) 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.

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 R [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.

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.

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: 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.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	04/08/2013	2
Exhibit A	City of Las Vegas Investment Policy	January 2014	20
Exhibit B	Required Reports from External Investment Managers	2014	TBA

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO Date
Manager, Purchasing and Contracts

ATTEST:

BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Taylor 4-10-14
Deputy City Attorney Date

FTN FINANCIAL MAIN STREET ADVISORS, LLC

RICK PHILLIPS Date
President & Chief Investment Officer

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: FTN Financial Main Street Advisors, LLC	Services for: Investment Management Services
Address: 10655 Park Run Drive, Suite 120 Las Vegas, NV 89144	
Telephone: (702) 575-6600	Project Number: 140110- CW-B
EIN or DUNS : 731719247	

Block 3: Type of Business
☐ Individual ☐ Partnership X 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.	First Horizon National Corp. (Owner)	165 Madison Avenue Memphis, TN 38103	(901) 523-4444
2.	Rick Phillips (President)	10655 Park Run Drive, Suite 120 Las Vegas, NV 89144	(702) 575-6666
3.	Rick Bollinger (Manager)	845 Crossover Lane, Suite 150 Memphis, TN 38117	(901) 435-8203
4.	Don Ritcheson (Manager)	845 Crossover Lane, Suite 150 Memphis, TN 38117	(901) 435-8014
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

4-9-14
Date

Subscribed and sworn to before me this 9th day of April, 2014

Christela Mayorga
Notary Public

CHRISTELA MAYORGA
Notary Public State of Nevada
No. 02-77930-1
My appt. exp. Sept. 25, 2014

EXHIBT A- CITY OF LAS VEGAS INVESTMENT POLICY

EFFECTIVE

JULY 1, 2013

I. POLICY

The investment goal of the City of Las Vegas is to maintain adequate cash availability to meet current obligations and invest excess monies at the maximum yield allowed, while assuring that the principal is protected from loss. Monies that are not required for immediate expenditures are invested within the guidelines of Nevada Revised Statute (NRS) 355, and this policy. Investments are made using a wide range of instruments and maturities to insure diversification of the City's portfolio and to provide liquidity.

II. SCOPE OF INVESTMENT POLICY

This investment policy applies to all financial assets of the City. These assets are accounted for in the City of Las Vegas' Comprehensive Annual Financial Report. The City invests for all governmental, proprietary, and fiduciary fund types; which include:

1. General Fund
2. Special Revenue Funds
3. Debt Service
4. Capital Project Funds
5. Enterprise Funds
6. Internal Service Funds
7. Permanent and Agency Funds

This investment policy also applies to any assets held for or on behalf of any Agency, Commission, or other political entity for which the City of Las Vegas had been given fiduciary responsibility.

Investments of any tax exempt borrowed proceeds and of any debt service reserve funds will comply with the Internal Revenue Service's arbitrage rebate requirements.

Following is a list of funds excluded from this policy:

1. Retirement/Pension Funds
2. Cemetery Trust Funds

III. PRUDENCE

Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVES

The City's available funds are to be invested, in accordance with all applicable state statutes and this investment policy, in short-term and intermediate-term fixed income instruments. The primary objectives of such investments shall be, in order of importance:

1 - Safety: Safety of principal is the foremost objective of the City's investment program. Investment decisions shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

2 - Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be responsibly anticipated.

3 - Return on Investment: The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, cash flow characteristics of the portfolio, and IRS arbitrage rebate requirements.

V. DELEGATION OF AUTHORITY

1. The City of Las Vegas Chief Investment Official is the City Treasurer. The Treasurer's responsibilities include the authority to open accounts with banks, brokers, and dealers, to arrange for the custody of securities, and to execute such documents as may be necessary to carry out this responsibility. The Treasurer may delegate investment responsibilities to treasury staff members.

2. The City Treasurer and staff shall perform the following:

   A. Furnish timely instructions to the safekeeping banks concerning settlement of investment transactions,
   B. Verify the accuracy of completed transactions, and
   C. Employ internal controls designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of the City of Las Vegas.

3. The City Treasurer has established written procedures for the operation of the investment program consistent with this investment policy. Procedures are established to include safekeeping, master repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and treasury staff members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investing City funds or which could impair their ability to make impartial investment decisions. Staff members shall disclose to the City Treasurer any material financial interests in financial institutions which conduct business with the City, and shall further disclose any large personal financial or investment transactions which could be related to the performance of the City's portfolio.

VII. AUTHORIZED FINANCIAL INSTITUTIONS AND BROKER/DEALERS

The Treasurer's Office shall be responsible for analyzing and evaluating the credit worthiness, capability, and reputation of all banks, brokers/dealers and external investment managers with which the City conducts investments transactions and the Treasurer shall maintain a list of such approved firms. Brokers/dealers may include "Primary Dealers" or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The Treasurer's Office shall conduct reviews periodically to identify those firms, which offer access to markets, analysis, and interpretations needed to effectively manage the portfolio. All approved firms are expected to be familiar with the precautions appropriate to public sector investments while also being expected to familiarize themselves with the City's investment objectives, policies, and constraints. An annual review will be conducted on all approved institutions. Additions or deletions to the list will be made at the Treasurer's discretion.

Such analysis and evaluation includes the following:

1. A review of the annual financial statements of each prospective bank, broker/dealer or external investment manager.

2. A review of the credit rating, ranking, or standing of each prospective bank, broker/ dealer or external investment manager as published by a nationally recognized authority.

3. The securing of references of other entities, agencies, and/or organizations that have an ongoing business relationship with each prospective bank, broker/dealer or external investment manager.

4. The responsiveness of each qualified institution in bidding on investments.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

City investment officials, in accordance with the provisions of NRS 350.659, 355.170, 355.171 and this policy, may invest in the following for and on behalf of the City of Las Vegas:

1. **U.S. Treasuries** - Bills, notes, bonds, and debentures of the United States Treasury, the maturity date of which is not more than 5 years from the date of purchase.

2. **U.S. Agencies** - Obligations of an agency or instrumentality of the United States of America or a corporation sponsored by the government, the maturity date of which is not more than 5 years from the date of purchase. The exclusive U.S. Agencies that can be utilized are as follows:

   A. Federal Farm Credit Bank (FFCB)
   B. Federal Home Loan Bank (FHLB)
   C. Federal Home Loan Mortgage Corporation (FHLMC)
   D. Federal National Mortgage Association (FNMA)
   E. Federal Agricultural Mortgage Corporation (FAMC)
   F. Government National Mortgage Association (GNMA)

3. **Negotiable Certificates of Deposits** - Negotiable Certificates of Deposits issued by commercial banks, insured credit unions or savings and loan associations. Is rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better. If the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.

   Non-Negotiable Certificates of Deposit - issued by insured commercial banks, insured credit unions or insured savings and loan associations. Total amount of CDs cannot exceed $100,000 per institution.

4. **Bankers' Acceptances** - Bankers' acceptances of the kind and maturities made eligible by law for rediscount with Federal Reserve Banks, and generally accepted by banks or trust companies which are members of the Federal Reserve System. Bankers' acceptances must meet the following guidelines:

   A. The term may not exceed 180 days' maturity.
   B. Purchases of bankers' acceptances may not exceed 20 percent of the money available to a local government for investment as determined on the date of purchase.

5. **Commercial paper** - Commercial paper issued by a corporation organized and operating in the United States or by a depository institution licensed by the United States or any state and operating in the United States that:

   A. Is purchased from a registered broker-dealer;
   B. At the time of purchase has a remaining term to maturity of no more than 270 days; and
   C. Is rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better, except that investments pursuant to this paragraph may not, in aggregate value, exceed 20 percent of the total portfolio as determined on the date of purchase, and if the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.
   D. Commercial paper held from one specific issuer cannot exceed 10 percent of the total portfolio.

6. **Repurchase Agreements** - Repos are proper and lawful investments of money of the City of Las Vegas using any of the securities listed in this section, as long as such security is negotiable, has a viable trading market, and can be easily market-to-market weekly by the City's trust banks. All repos must meet the following guidelines:

   A. The collateral must exceed 102 percent of the repo.
   B. The term of the repo cannot exceed 90 days.
   C. The securities that collateralize the repo must have a stated final maturity of less than ten years.
   D. The collateral for the repo should have a coupon greater than the repo.
   E. The aggregate total of repos should not exceed 20 percent of the total portfolio.

   The repo counterparty must be either a U.S. bank pursuant to federal or state law with a solid financial record, no long-term weaknesses and a sound credit rating, or a current "Primary Dealer" in U.S. Government securities as designated by the Federal Reserve Bank of New York in full compliance with all applicable capital requirements.

   The Treasurer shall designate in advance, and shall maintain a list of, firms which are approved as counterparties, following a review as prescribed in Sec. VII, for entering into repurchase agreements with the City. Such counterparties shall execute the City's Master Repurchase Agreement (PSA) prior to being included on the list of approved repo counterparties. The City may enter into repos only with firms which have been included on the list of Approved

Repurchase Agreement Counterparties. Additionally, approved counterparties must regularly provide audited financial statements.

The City's custodian banks, holding accounts in which repo's are transacted, must enter into a written contract which requires the custodian to (1) disburse cash only upon receipt of the underlying securities, (2) notify the City when the securities that collateralize the repo are not maintaining the required 102 percent margin, (3) hold the securities separate from the assets of the custodian, and (4) report periodically the market value of the securities.

7. **Investment Pools/Mutual Funds** - The City may invest in the following investment pools or money market funds:

A. **State of Nevada Local Government Pooled Investment Fund**
B. **State of Nevada Local Government Pooled Long-Term Investment Fund**
C. **Money market mutual funds** - Funds which:

1. Are registered with the Security and Exchange Commission;
2. Are rated "AAA" or its equivalent by a nationally recognized rating service; and
3. Invest only in
    a. Securities issued by the Federal Government or agencies of the Federal Government;
    b. Master notes, bank notes or other short-term commercial paper rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better, issued by a corporation organized and operating in the United States or by a depository institution licensed by the United States or any state and operating in the United States; or
    c. Repurchase agreements that are fully collateralized by the obligations described in sub-subparagraphs (a) and (b).

A thorough investigation of the investment pools or mutual funds is required prior to investing and on a continual basis to determine suitability.

8. **Corporates** - Notes, bonds and other unconditional obligations for the payment of money issued by corporations organized and operating in the United States that:

A. Are purchased from a registered broker-dealer;
B. At the time of purchase has a remaining term to maturity of no more than 5 years; and
C. Are rated by a nationally recognized rating service as "A", its equivalent, or better, except that investments pursuant to this paragraph may not, in aggregate value, exceed 20 percent of the total portfolio as determined on the date of purchase, and if the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.
D. Bonds, notes and other unconditional obligations held from one specific corporation cannot exceed 25 percent of corporate investments.

9. **Asset-Backed Securities (ABS)**

A. Are rated by a nationally recognized rating service as "AAA" or its equivalent.
B. Aggregate par value may not exceed 20 percent of total par value of the portfolio.
C. If the rating of an ABS is reduced below the ratings requirements, it must be sold as soon as possible.

10. **Collateralized Mortgage Obligations (CMOs)**

A. Are rated by a nationally recognized rating service as "AAA" or its equivalent.
B. Aggregate par value may not exceed 20 percent of total par value of the portfolio.
C. If the rating of a CMO is reduced below the ratings requirements, it must be sold as soon as possible.

11. **Collateralized Investment Contracts (Contracts):** Collateralized Investment Contracts must be fully collateralized, at all times, with securities issued by the Federal Government or agencies of the Federal Government. Contracts may be utilized on bond proceeds for which the amount of the principal of the original issuance was $10,000,000 or more. The Contract must comply with the following specifications:

A. The collateral has a market value of at least 102 percent of the amount invested and any accrued unpaid interest thereon;

B. The City receives a security interest in the collateral that is fully perfected and the collateral is held in custody for the City or its trustee by a third-party agent of the City, which is a commercial bank authorized to exercise trust powers.
C. The market value of the collateral is determined not less frequently than weekly and, if the ratio required by subsection A is not met, sufficient additional collateral is deposited with the agent of the City to meet that ratio within 2 business days after the determination; and
D. The party with whom the investment contract is executed is a commercial bank, or that party or a guarantor of the performance of that party is:

1. An insurance company which has a rating on its ability to pay claims of not less that "Aa2" by Moody's Investors Service Inc. Or "AA" by Standard and Poor's Ratings Services, or their equivalent; or
2. An entity which has a credit rating on its outstanding long-term debt of not less than "A2" by Moody's Investors Service, Inc. or "A" by Standard and Poor's Ratings Services, or their equivalent.

12. Reverse repurchase agreements are not permitted.

13. Investment in the City's own securities or interim warrants in prohibited.

IX. SECURITIES LENDING

In accordance with the State of Nevada's NRS 355.178, the City Treasurer may lend securities from the portfolio if:

A. The City receives collateral from the borrower in the form of cash or marketable securities that are authorized pursuant to NRS 355.170 (authorized investments 1 through 7 of this policy).
B. The collateral received from the borrower is at least a market value of 102 percent of the securities loaned.
C. Reinvestment of the collateral received for securities loaned may not be mismatched by more than 3 business days.
D. The securities lending agent must provide normal settlement liquidity (next day) for all securities loaned.
E. The securities lending agent must provide monthly accounting, performance, compliance and management reports that will be submitted to the City Treasurer and City Manager.
F. The total of investments with collateral received must have an average weighted maturity of not more than 90 days.
G. A third party custodian shall be utilized on the loaded securities for all transactions.
H. The Bond Market Association's Master Securities Loan Agreement must be executed by all parties involved before any transactions are initiated.

X. COLLATERALIZATION

The City of Las Vegas requires all money deposited with a bank, savings and loan, savings bank or credit union including checking accounts, savings account, NOW accounts, non-negotiable certificates of deposit, time deposits or similar type accounts provided by the financial institution in excess of the amount of federal insurance to be fully collateralized.

XI. SAFEKEEPING AND CUSTODY

Delivery versus Payment

Securities purchased by the City of Las Vegas shall be delivered against payment and held in a custodial safekeeping account with the trust department of a bank insured by the Federal Deposit Insurance Corporation designated by the Treasurer for this purpose. Such bank, if not located in New York City, may employ the securities clearance/custodian account services of a New York City correspondent bank to affect deliveries in New York. Such bank effecting New York City clearances must have primary capital (as defined by federal regulatory authorities) of at least $1 billion.

XII. MAXIMUM MATURITY AND DIVERSIFICATION

Security specific maturity limitations are outlined in Section VIII. The Treasurer will attempt to match investments with anticipated cash flow requirements. Appropriate liquidity will be maintained at all times.

To reduce the overall portfolio risks, the City will diversify its investments by security type and institution. With the exception of U.S. Treasuries and government agency securities, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

The average weighted maturity of the Pooled Investment portfolio will not exceed 2.5 years.

XIII. INTERNAL CONTROL

The City Treasurer has established a system of internal controls over investments. The internal controls have been reviewed by the City's internal audit division and by the independent auditors. The controls are designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by staff and City officials. Additionally, the Treasurer has established an annual independent review by an external auditor. This review will provide internal control by assuring that policies and procedures are being complied with.

XIV. PERFORMANCE STANDARDS

The City Treasurer shall continue to employ a strategy for the City's portfolio to obtain a market average rate of return, taking into account investment risk constraints, cash flow needs, bond indenture restrictions, and Internal Revenue Service arbitrage rebate considerations.

The City's investment strategy is moderately active. Given this strategy, the City Treasurer will benchmark the component portfolios, which make up the Pooled Investment portfolio to fixed income indices to determine whether market returns are being achieved.

XV. NOTICE TO FINANCIAL INSTITUTIONS AND BROKER DEALERS

The City Treasurer shall make available the current edition of the investment policy to all institutions, which are approved to handle City investments. **When changes to the policy are made, the financial institution, broker/dealer or investment manager shall confirm in writing that the policy has been received, reviewed, and accepted by appropriate personnel**. In the absence of such acceptance, business transactions will not be considered with the institution.

Financial institutions are also required to provide their Annual Financial Report to the City Treasurer on a timely basis after the institution's fiscal year has concluded.

XVI. REVIEW AND MODIFICATIONS

The City Treasurer is responsible for reviewing and recommending modifications to this investment policy. However, the Treasurer may at any time further restrict or expand for investment the types of instruments, issuers, and maturities as may be appropriate. Previously unacceptable investment vehicles may be utilized by the City, as approved by the State Legislature.

XVII. REPORTING

The City Treasurer shall provide the City Manger and Finance Director quarterly investment reports, which provide a clear picture of the status of the current investment portfolio. The quarterly report should be published no later than the last day of the month following the end of the quarter.

The quarterly report should include the following:

Percentage of the Investment Pool portfolio represented by each investment category
Investment Pool maturity schedule
Investment Pool Interest Income
Economic Overview

XVIII. INVESTMENT POLICY APPROVAL

This policy has been approved by the Las Vegas City Council.

APPENDIX A
INVESTMENT PROCEDURES

I. CASH REVIEW

The City Treasurer or his/her delegate (hereafter referred to as Investment Officer) must review the cash balances and investment portfolio daily or as needed. A monthly cash flow forecast calendar is utilized to assist in the review process. Items to be reviewed should include:

A. Cash balances at primary bank.
B. Intra-day reporting of banking activity.
C. Daily bank deposits.
D. Maturing investments and interest.
E. Bond sales
F. Property taxes
G. Consolidated tax receipt
H. Franchise fee receipts
I. Debt service disbursements (bond principal and interest payments).
J. Accounts payable disbursements
K. Payroll disbursements
L. Purchasing investments

II. INVESTMENT SELECTION

The Investment Officer determines how much of the cash balance is available for investment and selects the area of the yield curve that most closely matches the required maturity date or maturity range.

In determining the maturity date, the Investment Officer should consider liquidity and expected cash flow. A review of some of the following sources should be made to determine whether the investments should be placed to match projected expenditures, shorter or longer to take advantage of current and expected interest rate environments:

A. Wall Street Journal
B. Input from approved broker/deals
C. Input from Bloomberg data services
D. Publications on general trends of economic statistics

The Investment Officer must verify that the security selected for purchase meets the following investment policy criteria:

A. Maturity, both target maturity ranges and maximum maturity
B. Diversification by type of security and issuer
C. Collateralization for Repurchase Agreements

The following Sympro (investment software) reports are used to assist in the security selection process:

A. Aging Report
B. Summary by Type
C. Summary by Issuer

III. PURCHASING AN INVESTMENT

Investment transactions can only be completed with approved broker/dealers or financial institutions. Upon being added to the approved broker/dealer list, the Investment Officer will provide the following safekeeping information to the broker/dealer.

A. Name of third-party safekeeping agent.
B. ABA number of safekeeping agent.
C. Safekeeping account number(s).

The Investment Officer may select an investment for purchase from one of the following sources:

A. Money Market Fund
B. Bloomberg

C. Approved broker/dealer inventory

If an investment structure—i.e. maturity, issue type or call is not available through the above sources; the Investment Office may have an approved broker/dealer put together the investment structure. The City will only purchase a portion of investment structure; thereby, ensuring that the investment is competitively priced as the broker/dealer will have to sell the remaining lot in the "market".

Before concluding the transaction, the Investment Officer should validate the following:

A. Settlement Date
B. Yield calculations
C. Total purchase price including accrued interest if applicable does not exceed funds available for the investment
D. Imbedded options such as call provisions or coupon adjustments should also be reviewed.

After consummation of the transaction, and prior to settlement date, the selected broker will send a trade ticket to the Investment Officer via Bloomberg or fax. An official confirmation should be mailed to the City from the brokerage firm. The Investment Officer should review the following information to ensure prompt and uninterrupted settlement:

A. Safekeeping account name.
B. Reconfirm amount of transaction.
C. Reconfirm settlement date.
D. Confirm CUSIP number of security.

IV. SELLING AN INVESTMENT

If an investment is sold before its maturity date, the Investment Officer will obtain competitive bids from a minimum of three approved broker/dealers. Before concluding the transaction, the Investment Officer should validate the following:

A. Settlement—cash or regular (next day).
B. Bid amount
C. Advise the successful broker/dealer that their bid was selected.
D. After confirmation of sell, as a courtesy, notify the other broker/dealers that the trade has been placed. Best bid price may be disclosed.

After consummation of the transaction the provider will send a trade ticket to the Investment Officer via Bloomberg or fax.

V. SETTLEMENT AND FOLLOW-THROUGH

The Investment Officer will enter the transaction information directly into the safekeeping agent's instruction capture software. As a backup, the report may be written and faxed to the safekeeping agent. The report should include the following information:

A. Type of transaction—purchase or sell.
B. Settlement date.
C. Amount of transaction.
D. Safekeeping account name.
E. Broker/dealers associated with investment trade.
F. CUSIP number of security, if applicable.
G. Acknowledged status after transmission via the safekeeping agent's software.

On the settlement date, the Investment Officer will fax to the safekeeping agent a Net Investment worksheet. The worksheet will include the following:

A. List of each investment transaction.
B. List of expected interest coupon payments.
C. Provision for the receipt or disbursement of the Net Investment funds.

In the event that a trade fails, the safekeeping agent will immediately notify the Investment Officer to determine if incorrect information is causing the trade to fail. If a broker is unable to deliver the security on the settlement date, it is considered a "good fail", because the City earns interest from the settlement date. The broker will not receive payment from the safekeeping agent until the security is delivered.

APPENDIX B
GLOSSARY

Agencies: A debt instrument issued by a federal agency that carries a high safety rating because it is government sponsored.

Asked: The price at which securities are offered.

Basis Point: A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield.

Benchmark: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Bid: The price offered by a buyer of securities.

Broker: The intermediary between a buyer and a seller of securities. The broker usually charges a commission.

Callable Bond: A bond issue in which all or part of its outstanding principal amount may be redeemed prior to maturity by the issuer under specified conditions.

Certificate of Deposit: A debt instrument issued by a bank that will pay interest, periodically or at maturity and principal when it reaches maturity. Maturities range from a few weeks to several years.

Collateral: Securities pledged by a bank to secure deposits of public monies. Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan.

Commercial Paper: An unsecured short-term promissory note issued by corporations to repay principle on a specific future date. Maturities usually range from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Las Vegas. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Corporate Security: A debt obligation issued by a corporation.

Coupon Rate: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Rating: The financial history of a company, indicating whether the business can repay debts. The credit rating is based on the number of outstanding debts and whether debts have been repaid in a timely manner in the past.

Delivery Versus Payment (DVP): A securities industry procedure in which payment for a security must be made when the security is delivered to either the purchaser or his/her custodian.

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value.

Discount Rate: The interest rate member banks pay the Federal Reserve when the banks use securities as collateral.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities, maturities, and quality ratings.

Duration: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Effective Return: The sum of all investment income plus realized gains and losses.

Fair Value: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Agricultural Mortgage Corporation (FAMC): Federal Agency established in 1988 that provides a secondary market for farm mortgage loans. Also known as Farmer Mac.

Federal Farm Credit Bank (FFCB): A government-sponsored institution that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

Federal Funds (Fed Funds): Funds in excess of bank reserve requirements that commercial banks deposit in Federal Reserve Banks. Member banks may lend federal funds to one another on an overnight basis.

Federal Funds Rate: The interest rate that is charged by banks with excess reserves at a Federal Reserve District Bank, to banks needing the money to meet reserve requirements.

Federal Home Loan Banks (FHLB): Government sponsored wholesale banks, which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district bank.

Federal Home Loan Mortgage Corp (FHLMC or Freddie Mac): A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities back by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market.

Federal National Mortgage Association (FNMA or Fannie Mae): A federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation.

Floating Rate Securities: A bond whose interest rate is adjusted according to the interest of other financial instruments.

Government National Mortgage Association (GNMA): A wholly owned US Government corporation within the US Department of Housing and Urban Development (HUD). The main focus of Ginnie Mae is to ensure liquidity for US Government insured mortgages including those insured by the Federal Housing Administration, the Veterans Administration and the Rural Housing Administration. The GNMA guarantee carries the full faith and credit of the US Government and is considered to be the safest federal agency.

Interest Rate: See Coupon Rate.

Liquidity: An asset that can be converted easily and rapidly into cash without a substantial loss of value.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Mark-to-Market: An adjustment to the book value of a security to reflect its current market value.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Moody's Investors Service: A company that analyzes and rates securities, and provides a variety of other investment information to investors.

Offer: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

Par: Face value or principal value of bond.

Portfolio: A collection of securities held by an investor.

Premium: The amount by which a security sells for a price that is above the security's par value.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight.

Prime Rate: The interest rate banks charge to their most creditworthy customers. Interest rates on other loans often are based on the prime rate.

Prudent Person: An investment standard that outlines the fiduciary responsibilities of public funds investors relating to investment practices.

Repurchase Agreement (Repo or RP): An agreement in which the holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.

Safekeeping: A service to customers rendered by financial institutions to store and protect an investor's financial assets (e.g. securities).

Securities and Exchange Commission (SEC): The government agency that regulates and supervises the securities industry. The commission administers federal laws, formulates and enforces rules to protect against malpractice, and seeks to ensure that companies provide the fullest possible disclosure to investors. All of the national exchanges and virtually all institutions in the securities industry fall under its jurisdiction.

SEC Rule 15C3-1: See Uniform Net Capital Rule

Securities Lending: Securities lending is when entities transfer or "loan" their securities to broker-dealers in return for cash collateral and simultaneously agree to return the collateral in exchange for the same securities in the future. Entities then invest the cash received as collateral in allowable investments, such as commercial paper, at a rate that exceeds the "rebate" or loan rate paid to the broker/dealer for the cash collateral. These transactions are structured to result in earning an incremental income on a portion of the investment portfolio. The amount of securities loaned from the portfolio and the income generated is dependent upon market conditions.

Standard and Poor's (S&P): An investment service company known for its securities ratings and indices.

Structured Notes: Notes issued by Government Sponsored Enterprises and corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation in interest rates; the volatility of the imbedded options and shifts in the shape of the yield curve.

Student Loan Marketing Association (SLMA or Sallie Mae): A publicly traded stock corporation that guarantees student loans traded in the secondary market. It was established by federal decree in 1972 to increase availability of education loans to college and university students made under the federally sponsored Guaranteed Student Loan Program and the Health, Education Assistance Loan Program. Sallie Mae purchases student loans from originating financial institutions and provides financing to state student loan agencies.

Tennessee Valley Authority (TVA): A government agency established in 1933 to develop the Tennessee River area using money raised through the issuing of debt securities.

Total Return: The sum of all investment income plus realized and unrealized gains and losses.

Treasury Bills: A short-term discounted, government debt instrument of one year or less, issued in $10,000 denominations that pays its face value at maturity.

Treasury Bonds: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Uniform Net Capital Rule: SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price for the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

EXHIBIT B- REQUIRED REPORTS FROM EXTERNAL INVESTMENT MANAGERS

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: FTN Financial Main Street Advisors, LLC	Services for: Investment Management Services
Address: 10655 Park Run Drive, Suite 120 Las Vegas, NV 89144	
Telephone: (702) 575-6600	Project Number: 140110- CW-B
EIN or DUNS : 731719247	

Block 3: Type of Business

☐ Individual ☐ Partnership X 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.	First Horizon National Corp. (Owner)	165 Madison Avenue Memphis, TN 38103	(901) 523-4444
2.	Rick Phillips (President)	10655 Park Run Drive, Suite 120 Las Vegas, NV 89144	(702) 575-6666
3.	Rick Bollinger (Manager)	845 Crossover Lane, Suite 150 Memphis, TN 38117	(901) 435-8203
4.	Don Ritcheson (Manager)	845 Crossover Lane, Suite 150 Memphis, TN 38117	(901) 435-8014
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

4-9-14
Date

Subscribed and sworn to before me this 9th day of April, 2014

_____
Notary Public

CHRISTELA MAYORGA
Notary Public State of Nevada
No. 02-77930-1
My appt. exp. Sept. 25, 2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 140110-CW-A, Investment Management Services - Department of Finance - Award recommended to: WELLS CAPITAL MANAGEMENT, INC. ($252,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
This contract provides for investment management services to the City for the period beginning July 1, 2014 through June 30, 2017 with three two-year options to renew. Wells Capital management is an incumbent provider of these services and was one of two companies selected through a competitive Request for Proposals process. Funding will be provided through an increase in investment earnings. Wells Capital Management, Inc. is located in California.

PCC: C. White
POC: Rick Phillips

RECOMMENDATION:
That City Council approve award of Contract No. 140110-CW-A, Investment Management Services to Wells Capital Management, Inc. in the amount of $252,000 from July 1, 2014 through June 30, 2017 with three two-year options to renew in the estimated annual amount of $84,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 140110-CW-A
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR
INVESTMENT MANAGEMENT SERVICES WITH WELLS CAPITAL MANAGEMENT

THIS CONTRACT is being entered into this _____ day of _____, 2014, 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 WELLS CAPITAL MANAGEMENT, (a corporation organized and existing under the laws of the State of California), (hereinafter the "Company") having its principal office located at 525 Market Street, 10th Floor, San Francisco, California 94105.

SECTION A – Subject of Contract

The subject matter of this Contract is the performance of investment management services for the City.

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) *"City Fiscal Year"* means twelve calendar months commencing on July 1st and ending June 30th.

(e) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(g) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(h) *"Custodian"* means the Bank of New York.

(i) *"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.

(j) *"Effective Rate of Return"* means the summing of the 1) interest income received; 2) accrued interest income; and 3) realized capital gains and losses generated during the period. This total is then divided by the average daily invested principal balance for the same period. The result is then annualized to produce an effective rate of return.

(k) *"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.

(l) *"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

This Contract provides for the payment of an annual percentage fee for services performed by the Company. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company for services performed at a fee rate of .07% or 7 basis points on the first $200 million of market value of the portfolio and .06% or 6 basis points on the balance of the portfolio.

(b) Fees are to be charged quarterly based on the most recent quarter-end market value. If the $127 million portfolio market value increases or decreases, then the actual fee amounts paid will vary according to the fee rate.

(c) Escalation – Price Adjustment. This pricing will be firm through June 30, 2017. There may be a price adjustment for the remaining Contract option period, if exercised by the City. Only one written price adjustment request will be accepted from the Company per option period. Sixty (60) days prior to the end of the then current Contract term, the Company may present a written request for price adjustment for the City's consideration.

(d) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract

B-4 Invoices [CAO-5/2/12]

The Company shall submit an electronic invoice via email to the City, on a City Fiscal Year quarterly basis, in accordance with Section B-3 (b) Payment. 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; and
(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:

Financial Services
Attn: Cory DeMille
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986
Email address: cdemille@lasvegasnevada.gov

B-5 Performance Period/Delivery Schedule

The Contract performance period is from July 1, 2014 through June 30, 2017. The City may, at its sole option, extend performance period for up to three (3) two-year periods beyond June 30, 2017. The City shall provide written notice to the Company of such extension, and the Company may not assume an automatic renewal. Exercise of a two-year option does not commit the City to exercise further options.

SECTION C – Statement of Work

C-1 General Scope of Services

The Company shall provide investment management services for the purchase, sale, exchange, and transfer of securities. The Company shall provide a monthly portfolio status report to the Project Manager. All services performed must be consistent with the "City of Las Vegas Investment Policy" as set forth in Exhibit A.

C-2 Portfolio Management Parameters

The following parameters shall be established on each account:

(i) All securities purchased will be U.S. Treasury, Federal Agency or Corporate securities according to the parameters outlined in the "City of Las Vegas Investment Policy".

(ii) Corporate securities will be transacted in at least $1 million face value increments; not to exceed 20% par value per managed account.

(iii) Treasury and Agency securities will be transacted in at least $1 million face value increments, with $10 million face value increments being optimal and a maximum $20 million face value per security.

(iv) The account will have an institutional AAA rated money market fund (MMF) with the Bank of New York to be utilized for monies not invested in U.S. Treasury, Federal Agency or Corporate securities.

(v) The portfolio will never exceed an average weighted maturity of 3 years.

(vi) The Bank of New York will act as custodian for the account.

(vii) All trades will be sent by the Company to the Bank of New York via e-mail, facsimile and/or entered into the Bank of New York's INFORM software via the Bank of New York's website and sent via Email to the City of Las Vegas

(viii) The account will be benchmarked against the Merrill Lynch 1-5 Year Treasury and Agency Index.

(ix) The effective rate of return on the account cannot be below the 24–month rolling average of the 2-year U.S. Treasury Note.

(x) The Broker dealer trade confirmations will be mailed to the City to the address specified in Paragraph B-4 "Invoices".

No "soft-dollar" or other compensation will be paid to the Company by financial institutions or broker/dealers from investment transactions that relate to the City's funds.

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: Manager, Purchasing and Contracts
City of Las Vegas
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: 702-384-9964

FOR THE COMPANY: Attn. Client Administration
Wells Capital Management
525 Market Street, 10th Floor
San Francisco, California 94105
Fax: (415) 975-6012

(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 Cory DeMille, Senior Financial Analyst, 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 Stephen Koch, Relationship Manager, 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.

D-7 Allocation of Brokerage

Where the Company places orders for execution of portfolio transactions for the account, the Company may allocate such transactions to such brokers and dealers for execution on such markets, at such prices and at such commissions rates as is the good faith judgment of the Company will be in the best interest of the account.

D-8 Services to Other Clients

The City and the Company understand and agree that Company and its affiliates render investment management advice to others that may or may not have investment policies, objectives, and investments similar to those of the City's account.

D-9 Representation by the Company

(a) The Company represents and confirms that it is a registered investment adviser under the Investment Advisers Act of 1940.

(b) The personnel of the Company who will be responsible for performing work under this Contract shall be individuals experienced in the performance of the various functions contemplated by the Contract and have not, within the last two years been convicted of any crime or pleaded *nolo contendere* or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations.

SECTION E – General Clauses

E-1 Disputes [CAO-5/2/12] R

(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 the Eighth Judicial District Court, Clark County Nevada.

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 (I) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) 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] **R**

(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, products, completed operations, 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. The General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against

insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract.

(b) Company must provide required insurance certificates and endorsements 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 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 and endorsements 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 which result in noncompliance with the insurance requirements outlined herein, cancellation or erosion of insurance limits which result in noncompliance with the insurance requirements outlined herein, sent by US mail.

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

(c) 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 Company shall use financially sound insurance carriers.

(d) All deductibles and self-insurance retentions shall be fully disclosed. The City will maintain confidentiality of this information. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City. Company shall be solely responsible for meeting its deductible or self-insured retention obligations.

(e) If the Company fails to carry the required insurance after a 30 day period in which to remedy any non-compliance, 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) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) 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.

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 R [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.

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.

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: 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.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	04/08/2013	2
Exhibit A	City of Las Vegas Investment Policy	January 2014	20
Exhibit B	Required Reports from External Investment Managers	2014	TBA

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO Date
Manager, Purchasing and Contracts

ATTEST:

BEVERLY K. BRIDGES, MMC Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 4-23-14
Deputy City Attorney Date

WELLS CAPITAL MANAGEMENT

THOMAS O'MALLEY Date
Executive Vice President of Liquidity Management Services

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
Wells Capital Management, Inc.
525 Market Street, 10th Floor
415-396-8000
EIN: 95-3692822

Block 2 Description
Subject Matter of Contract/Agreement:
Investment Management Services

Contract No. 140110-CW-A

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.	Wells Fargo Bank, N.A.	420 Montgomery Street, SF 94104	415-371-2921
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

4/23/14
Date

Subscribed and sworn to before me this _____day of

_____, 2014

_____
Notary Public

see attached California Notary Certificate.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this

23rd (Date) day of April (Month), 2014 (Year), by

(1) Tania Blanford (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~(,)~~

~~(and~~

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature H. Ng (Signature of Notary Public)

HAI NGUYEN
COMM. #2055180
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 12, 2018

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Certificate - Disclosure of ownership/Principals

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5910 Reorder: Call Toll-Free 1-800-876-6827

EXHIBT A- CITY OF LAS VEGAS INVESTMENT POLICY

EFFECTIVE

JULY 1, 2013

I. POLICY

The investment goal of the City of Las Vegas is to maintain adequate cash availability to meet current obligations and invest excess monies at the maximum yield allowed, while assuring that the principal is protected from loss. Monies that are not required for immediate expenditures are invested within the guidelines of Nevada Revised Statute (NRS) 355, and this policy. Investments are made using a wide range of instruments and maturities to insure diversification of the City's portfolio and to provide liquidity.

II. SCOPE OF INVESTMENT POLICY

This investment policy applies to all financial assets of the City. These assets are accounted for in the City of Las Vegas' Comprehensive Annual Financial Report. The City invests for all governmental, proprietary, and fiduciary fund types; which include:

1. General Fund
2. Special Revenue Funds
3. Debt Service
4. Capital Project Funds
5. Enterprise Funds
6. Internal Service Funds
7. Permanent and Agency Funds

This investment policy also applies to any assets held for or on behalf of any Agency, Commission, or other political entity for which the City of Las Vegas had been given fiduciary responsibility.

Investments of any tax exempt borrowed proceeds and of any debt service reserve funds will comply with the Internal Revenue Service's arbitrage rebate requirements.

Following is a list of funds excluded from this policy:

1. Retirement/Pension Funds
2. Cemetery Trust Funds

III. PRUDENCE

Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. OBJECTIVES

The City's available funds are to be invested, in accordance with all applicable state statutes and this investment policy, in short-term and intermediate-term fixed income instruments. The primary objectives of such investments shall be, in order of importance:

1 - Safety: Safety of principal is the foremost objective of the City's investment program. Investment decisions shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

2 - Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be responsibly anticipated.

3 - Return on Investment: The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, cash flow characteristics of the portfolio, and IRS arbitrage rebate requirements.

V. DELEGATION OF AUTHORITY

1. The City of Las Vegas Chief Investment Official is the City Treasurer. The Treasurer's responsibilities include the authority to open accounts with banks, brokers, and dealers, to arrange for the custody of securities, and to execute such documents as may be necessary to carry out this responsibility. The Treasurer may delegate investment responsibilities to treasury staff members.

2. The City Treasurer and staff shall perform the following:

   A. Furnish timely instructions to the safekeeping banks concerning settlement of investment transactions,
   B. Verify the accuracy of completed transactions, and
   C. Employ internal controls designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of the City of Las Vegas.

3. The City Treasurer has established written procedures for the operation of the investment program consistent with this investment policy. Procedures are established to include safekeeping, master repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and treasury staff members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investing City funds or which could impair their ability to make impartial investment decisions. Staff members shall disclose to the City Treasurer any material financial interests in financial institutions which conduct business with the City, and shall further disclose any large personal financial or investment transactions which could be related to the performance of the City's portfolio.

VII. AUTHORIZED FINANCIAL INSTITUTIONS AND BROKER/DEALERS

The Treasurer's Office shall be responsible for analyzing and evaluating the credit worthiness, capability, and reputation of all banks, brokers/dealers and external investment managers with which the City conducts investments transactions and the Treasurer shall maintain a list of such approved firms. Brokers/dealers may include "Primary Dealers" or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The Treasurer's Office shall conduct reviews periodically to identify those firms, which offer access to markets, analysis, and interpretations needed to effectively manage the portfolio. All approved firms are expected to be familiar with the precautions appropriate to public sector investments while also being expected to familiarize themselves with the City's investment objectives, policies, and constraints. An annual review will be conducted on all approved institutions. Additions or deletions to the list will be made at the Treasurer's discretion.

Such analysis and evaluation includes the following:

1. A review of the annual financial statements of each prospective bank, broker/dealer or external investment manager.

2. A review of the credit rating, ranking, or standing of each prospective bank, broker/ dealer or external investment manager as published by a nationally recognized authority.

3. The securing of references of other entities, agencies, and/or organizations that have an ongoing business relationship with each prospective bank, broker/dealer or external investment manager.

4. The responsiveness of each qualified institution in bidding on investments.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

City investment officials, in accordance with the provisions of NRS 350.659, 355.170, 355.171 and this policy, may invest in the following for and on behalf of the City of Las Vegas:

1. **U.S. Treasuries** - Bills, notes, bonds, and debentures of the United States Treasury, the maturity date of which is not more than 5 years from the date of purchase.

2. **U.S. Agencies** - Obligations of an agency or instrumentality of the United States of America or a corporation sponsored by the government, the maturity date of which is not more than 5 years from the date of purchase. The exclusive U.S. Agencies that can be utilized are as follows:

   A. Federal Farm Credit Bank (FFCB)
   B. Federal Home Loan Bank (FHLB)
   C. Federal Home Loan Mortgage Corporation (FHLMC)
   D. Federal National Mortgage Association (FNMA)
   E. Federal Agricultural Mortgage Corporation (FAMC)
   F. Government National Mortgage Association (GNMA)

3. **Negotiable Certificates of Deposits** - Negotiable Certificates of Deposits issued by commercial banks, insured credit unions or savings and loan associations. Is rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better. If the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.

   Non-Negotiable Certificates of Deposit - issued by insured commercial banks, insured credit unions or insured savings and loan associations. Total amount of CDs cannot exceed $100,000 per institution.

4. **Bankers' Acceptances** - Bankers' acceptances of the kind and maturities made eligible by law for rediscount with Federal Reserve Banks, and generally accepted by banks or trust companies which are members of the Federal Reserve System. Bankers' acceptances must meet the following guidelines:

   A. The term may not exceed 180 days' maturity.
   B. Purchases of bankers' acceptances may not exceed 20 percent of the money available to a local government for investment as determined on the date of purchase.

5. **Commercial paper** - Commercial paper issued by a corporation organized and operating in the United States or by a depository institution licensed by the United States or any state and operating in the United States that:

   A. Is purchased from a registered broker-dealer;
   B. At the time of purchase has a remaining term to maturity of no more than 270 days; and
   C. Is rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better, except that investments pursuant to this paragraph may not, in aggregate value, exceed 20 percent of the total portfolio as determined on the date of purchase, and if the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.
   D. Commercial paper held from one specific issuer cannot exceed 10 percent of the total portfolio.

6. **Repurchase Agreements** - Repos are proper and lawful investments of money of the City of Las Vegas using any of the securities listed in this section, as long as such security is negotiable, has a viable trading market, and can be easily market-to-market weekly by the City's trust banks. All repos must meet the following guidelines:

   A. The collateral must exceed 102 percent of the repo.
   B. The term of the repo cannot exceed 90 days.
   C. The securities that collateralize the repo must have a stated final maturity of less than ten years.
   D. The collateral for the repo should have a coupon greater than the repo.
   E. The aggregate total of repos should not exceed 20 percent of the total portfolio.

   The repo counterparty must be either a U.S. bank pursuant to federal or state law with a solid financial record, no long-term weaknesses and a sound credit rating, or a current "Primary Dealer" in U.S. Government securities as designated by the Federal Reserve Bank of New York in full compliance with all applicable capital requirements.

   The Treasurer shall designate in advance, and shall maintain a list of, firms which are approved as counterparties, following a review as prescribed in Sec. VII, for entering into repurchase agreements with the City. Such counterparties shall execute the City's Master Repurchase Agreement (PSA) prior to being included on the list of approved repo counterparties. The City may enter into repos only with firms which have been included on the list of Approved

Repurchase Agreement Counterparties. Additionally, approved counterparties must regularly provide audited financial statements.

The City's custodian banks, holding accounts in which repos are transacted, must enter into a written contract which requires the custodian to (1) disburse cash only upon receipt of the underlying securities, (2) notify the City when the securities that collateralize the repo are not maintaining the required 102 percent margin, (3) hold the securities separate from the assets of the custodian, and (4) report periodically the market value of the securities.

7. **Investment Pools/Mutual Funds** - The City may invest in the following investment pools or money market funds:

A. **State of Nevada Local Government Pooled Investment Fund**
B. **State of Nevada Local Government Pooled Long-Term Investment Fund**
C. **Money market mutual funds** - Funds which:

1. Are registered with the Security and Exchange Commission;
2. Are rated "AAA" or its equivalent by a nationally recognized rating service; and
3. Invest only in
    a. Securities issued by the Federal Government or agencies of the Federal Government;
    b. Master notes, bank notes or other short-term commercial paper rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better, issued by a corporation organized and operating in the United States or by a depository institution licensed by the United States or any state and operating in the United States; or
    c. Repurchase agreements that are fully collateralized by the obligations described in sub-subparagraphs (a) and (b).

A thorough investigation of the investment pools or mutual funds is required prior to investing and on a continual basis to determine suitability.

8. **Corporates** - Notes, bonds and other unconditional obligations for the payment of money issued by corporations organized and operating in the United States that:

A. Are purchased from a registered broker-dealer;
B. At the time of purchase has a remaining term to maturity of no more than 5 years; and
C. Are rated by a nationally recognized rating service as "A", its equivalent, or better, except that investments pursuant to this paragraph may not, in aggregate value, exceed 20 percent of the total portfolio as determined on the date of purchase, and if the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.
D. Bonds, notes and other unconditional obligations held from one specific corporation cannot exceed 25 percent of corporate investments.

9. **Asset-Backed Securities (ABS)**

A. Are rated by a nationally recognized rating service as "AAA" or its equivalent.
B. Aggregate par value may not exceed 20 percent of total par value of the portfolio.
C. If the rating of an ABS is reduced below the ratings requirements, it must be sold as soon as possible.

10. **Collateralized Mortgage Obligations (CMOs)**

A. Are rated by a nationally recognized rating service as "AAA" or its equivalent.
B. Aggregate par value may not exceed 20 percent of total par value of the portfolio.
C. If the rating of a CMO is reduced below the ratings requirements, it must be sold as soon as possible.

11. **Collateralized Investment Contracts (Contracts):** Collateralized Investment Contracts must be fully collateralized, at all times, with securities issued by the Federal Government or agencies of the Federal Government. Contracts may be utilized on bond proceeds for which the amount of the principal of the original issuance was $10,000,000 or more. The Contract must comply with the following specifications:

A. The collateral has a market value of at least 102 percent of the amount invested and any accrued unpaid interest thereon;

B. The City receives a security interest in the collateral that is fully perfected and the collateral is held in custody for the City or its trustee by a third-party agent of the City, which is a commercial bank authorized to exercise trust powers.
C. The market value of the collateral is determined not less frequently than weekly and, if the ratio required by subsection A is not met, sufficient additional collateral is deposited with the agent of the City to meet that ratio within 2 business days after the determination; and
D. The party with whom the investment contract is executed is a commercial bank, or that party or a guarantor of the performance of that party is:

1. An insurance company which has a rating on its ability to pay claims of not less that "Aa2" by Moody's Investors Service Inc. Or "AA" by Standard and Poor's Ratings Services, or their equivalent; or
2. An entity which has a credit rating on its outstanding long-term debt of not less than "A2" by Moody's Investors Service, Inc. or "A" by Standard and Poor's Ratings Services, or their equivalent.

12. Reverse repurchase agreements are not permitted.

13. Investment in the City's own securities or interim warrants in prohibited.

IX. SECURITIES LENDING

In accordance with the State of Nevada's NRS 355.178, the City Treasurer may lend securities from the portfolio if:

A. The City receives collateral from the borrower in the form of cash or marketable securities that are authorized pursuant to NRS 355.170 (authorized investments 1 through 7 of this policy).
B. The collateral received from the borrower is at least a market value of 102 percent of the securities loaned.
C. Reinvestment of the collateral received for securities loaned may not be mismatched by more than 3 business days.
D. The securities lending agent must provide normal settlement liquidity (next day) for all securities loaned.
E. The securities lending agent must provide monthly accounting, performance, compliance and management reports that will be submitted to the City Treasurer and City Manager.
F. The total of investments with collateral received must have an average weighted maturity of not more than 90 days.
G. A third party custodian shall be utilized on the loaded securities for all transactions.
H. The Bond Market Association's Master Securities Loan Agreement must be executed by all parties involved before any transactions are initiated.

X. COLLATERALIZATION

The City of Las Vegas requires all money deposited with a bank, savings and loan, savings bank or credit union including checking accounts, savings account, NOW accounts, non-negotiable certificates of deposit, time deposits or similar type accounts provided by the financial institution in excess of the amount of federal insurance to be fully collateralized.

XI. SAFEKEEPING AND CUSTODY

Delivery versus Payment

Securities purchased by the City of Las Vegas shall be delivered against payment and held in a custodial safekeeping account with the trust department of a bank insured by the Federal Deposit Insurance Corporation designated by the Treasurer for this purpose. Such bank, if not located in New York City, may employ the securities clearance/custodian account services of a New York City correspondent bank to affect deliveries in New York. Such bank effecting New York City clearances must have primary capital (as defined by federal regulatory authorities) of at least $1 billion.

XII. MAXIMUM MATURITY AND DIVERSIFICATION

Security specific maturity limitations are outlined in Section VIII. The Treasurer will attempt to match investments with anticipated cash flow requirements. Appropriate liquidity will be maintained at all times.

To reduce the overall portfolio risks, the City will diversify its investments by security type and institution. With the exception of U.S. Treasuries and government agency securities, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

The average weighted maturity of the Pooled Investment portfolio will not exceed 2.5 years.

XIII. INTERNAL CONTROL

The City Treasurer has established a system of internal controls over investments. The internal controls have been reviewed by the City's internal audit division and by the independent auditors. The controls are designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by staff and City officials. Additionally, the Treasurer has established an annual independent review by an external auditor. This review will provide internal control by assuring that policies and procedures are being complied with.

XIV. PERFORMANCE STANDARDS

The City Treasurer shall continue to employ a strategy for the City's portfolio to obtain a market average rate of return, taking into account investment risk constraints, cash flow needs, bond indenture restrictions, and Internal Revenue Service arbitrage rebate considerations.

The City's investment strategy is moderately active. Given this strategy, the City Treasurer will benchmark the component portfolios, which make up the Pooled Investment portfolio to fixed income indices to determine whether market returns are being achieved.

XV. NOTICE TO FINANCIAL INSTITUTIONS AND BROKER DEALERS

The City Treasurer shall make available the current edition of the investment policy to all institutions, which are approved to handle City investments. **When changes to the policy are made, the financial institution, broker/dealer or investment manager shall confirm in writing that the policy has been received, reviewed, and accepted by appropriate personnel**. In the absence of such acceptance, business transactions will not be considered with the institution.

Financial institutions are also required to provide their Annual Financial Report to the City Treasurer on a timely basis after the institution's fiscal year has concluded.

XVI. REVIEW AND MODIFICATIONS

The City Treasurer is responsible for reviewing and recommending modifications to this investment policy. However, the Treasurer may at any time further restrict or expand for investment the types of instruments, issuers, and maturities as may be appropriate. Previously unacceptable investment vehicles may be utilized by the City, as approved by the State Legislature.

XVII. REPORTING

The City Treasurer shall provide the City Manager and Finance Director quarterly investment reports, which provide a clear picture of the status of the current investment portfolio. The quarterly report should be published no later than the last day of the month following the end of the quarter.

The quarterly report should include the following:

Percentage of the Investment Pool portfolio represented by each investment category
Investment Pool maturity schedule
Investment Pool Interest Income
Economic Overview

XVIII. INVESTMENT POLICY APPROVAL

This policy has been approved by the Las Vegas City Council.

APPENDIX A
INVESTMENT PROCEDURES

I. CASH REVIEW

The City Treasurer or his/her delegate (hereafter referred to as Investment Officer) must review the cash balances and investment portfolio daily or as needed. A monthly cash flow forecast calendar is utilized to assist in the review process. Items to be reviewed should include:

A. Cash balances at primary bank.
B. Intra-day reporting of banking activity.
C. Daily bank deposits.
D. Maturing investments and interest.
E. Bond sales
F. Property taxes
G. Consolidated tax receipt
H. Franchise fee receipts
I. Debt service disbursements (bond principal and interest payments).
J. Accounts payable disbursements
K. Payroll disbursements
L. Purchasing investments

II. INVESTMENT SELECTION

The Investment Officer determines how much of the cash balance is available for investment and selects the area of the yield curve that most closely matches the required maturity date or maturity range.

In determining the maturity date, the Investment Officer should consider liquidity and expected cash flow. A review of some of the following sources should be made to determine whether the investments should be placed to match projected expenditures, shorter or longer to take advantage of current and expected interest rate environments:

A. Wall Street Journal
B. Input from approved broker/deals
C. Input from Bloomberg data services
D. Publications on general trends of economic statistics

The Investment Officer must verify that the security selected for purchase meets the following investment policy criteria:

A. Maturity, both target maturity ranges and maximum maturity
B. Diversification by type of security and issuer
C. Collateralization for Repurchase Agreements

The following Sympro (investment software) reports are used to assist in the security selection process:

A. Aging Report
B. Summary by Type
C. Summary by Issuer

III. PURCHASING AN INVESTMENT

Investment transactions can only be completed with approved broker/dealers or financial institutions. Upon being added to the approved broker/dealer list, the Investment Officer will provide the following safekeeping information to the broker/dealer.

A. Name of third-party safekeeping agent.
B. ABA number of safekeeping agent.
C. Safekeeping account number(s).

The Investment Officer may select an investment for purchase from one of the following sources:

A. Money Market Fund
B. Bloomberg

C. Approved broker/dealer inventory

If an investment structure—i.e. maturity, issue type or call is not available through the above sources; the Investment Office may have an approved broker/dealer put together the investment structure. The City will only purchase a portion of investment structure; thereby, ensuring that the investment is competitively priced as the broker/dealer will have to sell the remaining lot in the "market".

Before concluding the transaction, the Investment Officer should validate the following:

A. Settlement Date
B. Yield calculations
C. Total purchase price including accrued interest if applicable does not exceed funds available for the investment
D. Imbedded options such as call provisions or coupon adjustments should also be reviewed.

After consummation of the transaction, and prior to settlement date, the selected broker will send a trade ticket to the Investment Officer via Bloomberg or fax. An official confirmation should be mailed to the City from the brokerage firm. The Investment Officer should review the following information to ensure prompt and uninterrupted settlement:

A. Safekeeping account name.
B. Reconfirm amount of transaction.
C. Reconfirm settlement date.
D. Confirm CUSIP number of security.

IV. SELLING AN INVESTMENT

If an investment is sold before its maturity date, the Investment Officer will obtain competitive bids from a minimum of three approved broker/dealers. Before concluding the transaction, the Investment Officer should validate the following:

A. Settlement—cash or regular (next day).
B. Bid amount
C. Advise the successful broker/dealer that their bid was selected.
D. After confirmation of sell, as a courtesy, notify the other broker/dealers that the trade has been placed. Best bid price may be disclosed.

After consummation of the transaction the provider will send a trade ticket to the Investment Officer via Bloomberg or fax.

V. SETTLEMENT AND FOLLOW-THROUGH

The Investment Officer will enter the transaction information directly into the safekeeping agent's instruction capture software. As a backup, the report may be written and faxed to the safekeeping agent. The report should include the following information:

A. Type of transaction—purchase or sell.
B. Settlement date.
C. Amount of transaction.
D. Safekeeping account name.
E. Broker/dealers associated with investment trade.
F. CUSIP number of security, if applicable.
G. Acknowledged status after transmission via the safekeeping agent's software.

On the settlement date, the Investment Officer will fax to the safekeeping agent a Net Investment worksheet. The worksheet will include the following:

A. List of each investment transaction.
B. List of expected interest coupon payments.
C. Provision for the receipt or disbursement of the Net Investment funds.

In the event that a trade fails, the safekeeping agent will immediately notify the Investment Officer to determine if incorrect information is causing the trade to fail. If a broker is unable to deliver the security on the settlement date, it is considered a "good fail", because the City earns interest from the settlement date. The broker will not receive payment from the safekeeping agent until the security is delivered.

APPENDIX B
GLOSSARY

Agencies: A debt instrument issued by a federal agency that carries a high safety rating because it is government sponsored.

Asked: The price at which securities are offered.

Basis Point: A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield.

Benchmark: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Bid: The price offered by a buyer of securities.

Broker: The intermediary between a buyer and a seller of securities. The broker usually charges a commission.

Callable Bond: A bond issue in which all or part of its outstanding principal amount may be redeemed prior to maturity by the issuer under specified conditions.

Certificate of Deposit: A debt instrument issued by a bank that will pay interest, periodically or at maturity and principal when it reaches maturity. Maturities range from a few weeks to several years.

Collateral: Securities pledged by a bank to secure deposits of public monies. Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan.

Commercial Paper: An unsecured short-term promissory note issued by corporations to repay principle on a specific future date. Maturities usually range from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Las Vegas. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Corporate Security: A debt obligation issued by a corporation.

Coupon Rate: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Rating: The financial history of a company, indicating whether the business can repay debts. The credit rating is based on the number of outstanding debts and whether debts have been repaid in a timely manner in the past.

Delivery Versus Payment (DVP): A securities industry procedure in which payment for a security must be made when the security is delivered to either the purchaser or his/her custodian.

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value.

Discount Rate: The interest rate member banks pay the Federal Reserve when the banks use securities as collateral.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities, maturities, and quality ratings.

Duration: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Effective Return: The sum of all investment income plus realized gains and losses.

Fair Value: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Agricultural Mortgage Corporation (FAMC): Federal Agency established in 1988 that provides a secondary market for farm mortgage loans. Also known as Farmer Mac.

Federal Farm Credit Bank (FFCB): A government-sponsored institution that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

Federal Funds (Fed Funds): Funds in excess of bank reserve requirements that commercial banks deposit in Federal Reserve Banks. Member banks may lend federal funds to one another on an overnight basis.

Federal Funds Rate: The interest rate that is charged by banks with excess reserves at a Federal Reserve District Bank, to banks needing the money to meet reserve requirements.

Federal Home Loan Banks (FHLB): Government sponsored wholesale banks, which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district bank.

Federal Home Loan Mortgage Corp (FHLMC or Freddie Mac): A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities back by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market.

Federal National Mortgage Association (FNMA or Fannie Mae): A federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation.

Floating Rate Securities: A bond whose interest rate is adjusted according to the interest of other financial instruments.

Government National Mortgage Association (GNMA): A wholly owned US Government corporation within the US Department of Housing and Urban Development (HUD). The main focus of Ginnie Mae is to ensure liquidity for US Government insured mortgages including those insured by the Federal Housing Administration, the Veterans Administration and the Rural Housing Administration. The GNMA guarantee carries the full faith and credit of the US Government and is considered to be the safest federal agency.

Interest Rate: See Coupon Rate.

Liquidity: An asset that can be converted easily and rapidly into cash without a substantial loss of value.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Mark-to-Market: An adjustment to the book value of a security to reflect its current market value.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Moody's Investors Service: A company that analyzes and rates securities, and provides a variety of other investment information to investors.

Offer: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

Par: Face value or principal value of bond.

Portfolio: A collection of securities held by an investor.

Premium: The amount by which a security sells for a price that is above the security's par value.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight.

Prime Rate: The interest rate banks charge to their most creditworthy customers. Interest rates on other loans often are based on the prime rate.

Prudent Person: An investment standard that outlines the fiduciary responsibilities of public funds investors relating to investment practices.

Repurchase Agreement (Repo or RP): An agreement in which the holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.

Safekeeping: A service to customers rendered by financial institutions to store and protect an investor's financial assets (e.g. securities).

Securities and Exchange Commission (SEC): The government agency that regulates and supervises the securities industry. The commission administers federal laws, formulates and enforces rules to protect against malpractice, and seeks to ensure that companies provide the fullest possible disclosure to investors. All of the national exchanges and virtually all institutions in the securities industry fall under its jurisdiction.

SEC Rule 15C3-1: See Uniform Net Capital Rule

Securities Lending: Securities lending is when entities transfer or "loan" their securities to broker-dealers in return for cash collateral and simultaneously agree to return the collateral in exchange for the same securities in the future. Entities then invest the cash received as collateral in allowable investments, such as commercial paper, at a rate that exceeds the "rebate" or loan rate paid to the broker/dealer for the cash collateral. These transactions are structured to result in earning an incremental income on a portion of the investment portfolio. The amount of securities loaned from the portfolio and the income generated is dependent upon market conditions.

Standard and Poor's (S&P): An investment service company known for its securities ratings and indices.

Structured Notes: Notes issued by Government Sponsored Enterprises and corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation in interest rates; the volatility of the imbedded options and shifts in the shape of the yield curve.

Student Loan Marketing Association (SLMA or Sallie Mae): A publicly traded stock corporation that guarantees student loans traded in the secondary market. It was established by federal decree in 1972 to increase availability of education loans to college and university students made under the federally sponsored Guaranteed Student Loan Program and the Health, Education Assistance Loan Program. Sallie Mae purchases student loans from originating financial institutions and provides financing to state student loan agencies.

Tennessee Valley Authority (TVA): A government agency established in 1933 to develop the Tennessee River area using money raised through the issuing of debt securities.

Total Return: The sum of all investment income plus realized and unrealized gains and losses.

Treasury Bills: A short-term discounted, government debt instrument of one year or less, issued in $10,000 denominations that pays its face value at maturity.

Treasury Bonds: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Uniform Net Capital Rule: SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price for the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

EXHIBIT B- REQUIRED REPORTS FROM EXTERNAL INVESTMENT MANAGERS

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
Wells Capital Management, Inc.
525 Market Street, 10th Floor
415-396-8000
EIN: 95-3692822

Block 2 Description
Subject Matter of Contract/Agreement:
Investment Management Services

Contract No. 140110-CW-A

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.	Wells Fargo Bank, N.A.	420 Montgomery Street, SF 94104	415-371-2921
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

4/23/14
Date

Subscribed and sworn to before me this _____day of

_____, 2014

_____
Notary Public

see attached California Notary Certificate.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this

23rd (Date) day of April (Month), 2014 (Year), by

(1) Tania Blanford (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~(,)~~

~~(and~~

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature H. Nguyen (Signature of Notary Public)

HAI NGUYEN
COMM. #2055180
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 12, 2018

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Certificate - Disclosure of ownership/Principals

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5910 Reorder: Call Toll-Free 1-800-876-6827

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Modification No. 3 to Contract No. 140081-TF, Municipal Court Consultant Services - Office of Administrative Services - Award recommended to: RESOURCE MANAGEMENT, LLC ($12,480 - General Fund)

Fiscal Impact

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

Amount: $12,480
Funding Source: General Fund
Dept./Division: Administrative Services

PURPOSE/BACKGROUND:

On November 12, 2013 Contract No. 140081-TF was awarded in the amount of $49,980. Subsequent modifications 1 and 2 expanded the scope of work and totaled $50,000. Modification No. 3 further expands the scope of work. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Resource Management, LLC is located in California.

PCC: C. White
POC: James P. Carmany - (949) 633-2980

RECOMMENDATION:

That City Council approve award of Modification No. 3 to Contract No. 140081-TF, Municipal Court Consultant Services to Resource Management, LLC in the amount of $12,480, bringing the total Contract amount to $112,460. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Modification No. 3 to Contract No. 140081-TF
2. Certificate - Disclosure of Ownership/Principals

Modification No. 3
MUNICIPAL COURT CONSULTANT SERVICES

THIS MODIFICATION No.3 is entered into this _____ day of _____ 2014 by and between CITY OF LAS VAGAS (hereinafter "City"), a municipal corporation of the State of Nevada, having its principal office at 495 Main Street, Las Vegas, Nevada 89101, and RESOURCE MANAGEMENT LLC, (hereinafter "Consultant") a limited liability corporation having its principal office at 25 Laguna Woods Drive, Laguna Niguel, CA 92677.

This contract modification is being issued to:

(a) Increase the contract amount by $12,480 from $99,980 to $112,460.
(b) Extend Performance Period through July 31, 2014.
(c) Modify scope of work for additional consulting hours.

The contract between the City and Consultant dated November 12, 2013, and modified on January 27, 2014 and March 17, 2014, is hereby modified as follows:

1. **Reference: Section B-3 Prices/Costs (b)**

Delete: This section in its entirety.

Replace With:

(a) Payment.
   i. For services provided through April 3, 2014, the City will pay the Consultant a fixed retainer amount of $4,165 per week, which shall include all incidental expenses. The total for services provided through this date shall not exceed $83,309, to be billed bi-weekly after services are provided.

   ii. For services provided after April 3, 2014, the City will pay the Consultant a fixed rate of $104 per hour, which shall include all incidental expenses. The total for services provided after this date shall not exceed $19,651.

   iii. The City will pay the Consultant a lump sum price of $9,500 for the deliverable titled Administrative Function Analysis described in Section C (g), below. This amount shall be invoiced after delivery.

2. **Reference: Section B-5 Performance Period/Delivery Schedule**

Delete: (a) The performance period commences on November 12, 2013 and continues through April 3, 2014. In the event that additional services are required after April 3, 2014, the contract can be extended on a day to day basis up to an additional ninety days. Services provided after April 3, 2014 must be approved in writing by the City's Project Manager identified in Section D-2 (a) prior to services being performed.

Replace with: (a) the performance period commences on November 12, 2013 and continues through July 31, 2014. In the event that additional services are required after July 31, 2014, the contract can be extended on a day to day basis up to an additional ninety days. Services provided after July 31, 2014 must be approved in writing by the City's Project Manager identified in Section D-2 (a) prior to services being performed.

3. **Reference: Section C – Statement of Work**

Add: Section (h)

(h) In consultation with the Chief Judge and Municipal Court Division Managers, Consultant will
Advise and Manage: Interview, selection, orientation and training of the new Court Administrator.
Manage: Revision and finalization of the FY 15 Strategic Business Plan.
Manage: Development of the FY 15 Budget.
Manage: Development of the Compliance/Probation Framework and Business Rules (NRS 211A)
Manage: 3rd Quarter Performance Appraisal (Performance Plus review).

All other terms and conditions of the Contract 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

YOLANDA C. JONES, C.P.M. CPPO Manager
Purchasing and Contracts

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Robert S. Sylvain 4-28-14
Deputy City Attorney Date

RESOURCE MANAGEMENT LLC

JAMES P. CARMANY, Owner

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**
Resource Management LLC
25 Laguna Woods Dr. Laguna Niguel, CA 92677
949-388-3120
46-4768032

Block 2 **Description**
Subject Matter of Contract/Agreement: **Municipal Court Consultant Services**
Contract No. 140081-TF

Block 3 **Type of Business**
☐ Individual ☐ Partnership x 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.	James P. Carmany Owner	25 Laguna Woods Dr Laguna Niguel, CA 92677	949-388-3120
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

JILL CHRISTENSEN
Notary Public State of Nevada
No. 02-73221-1
My Appt. Exp. Jan. 10, 2018

James P. Carmany
Name

April 28, 2014
Date

Subscribed and sworn to before me this 28th day of April, 2014

Jill
Notary Public

State of Nevada
County of Clark

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
For possible action to approve a Declaration of Utilization for sewer purposes for the Craig Road/Fort Apache Road Project, located in the vicinity of Craig Road and Dapple Gray Road, APN 138-05-301-003 - Clark County

Fiscal Impact

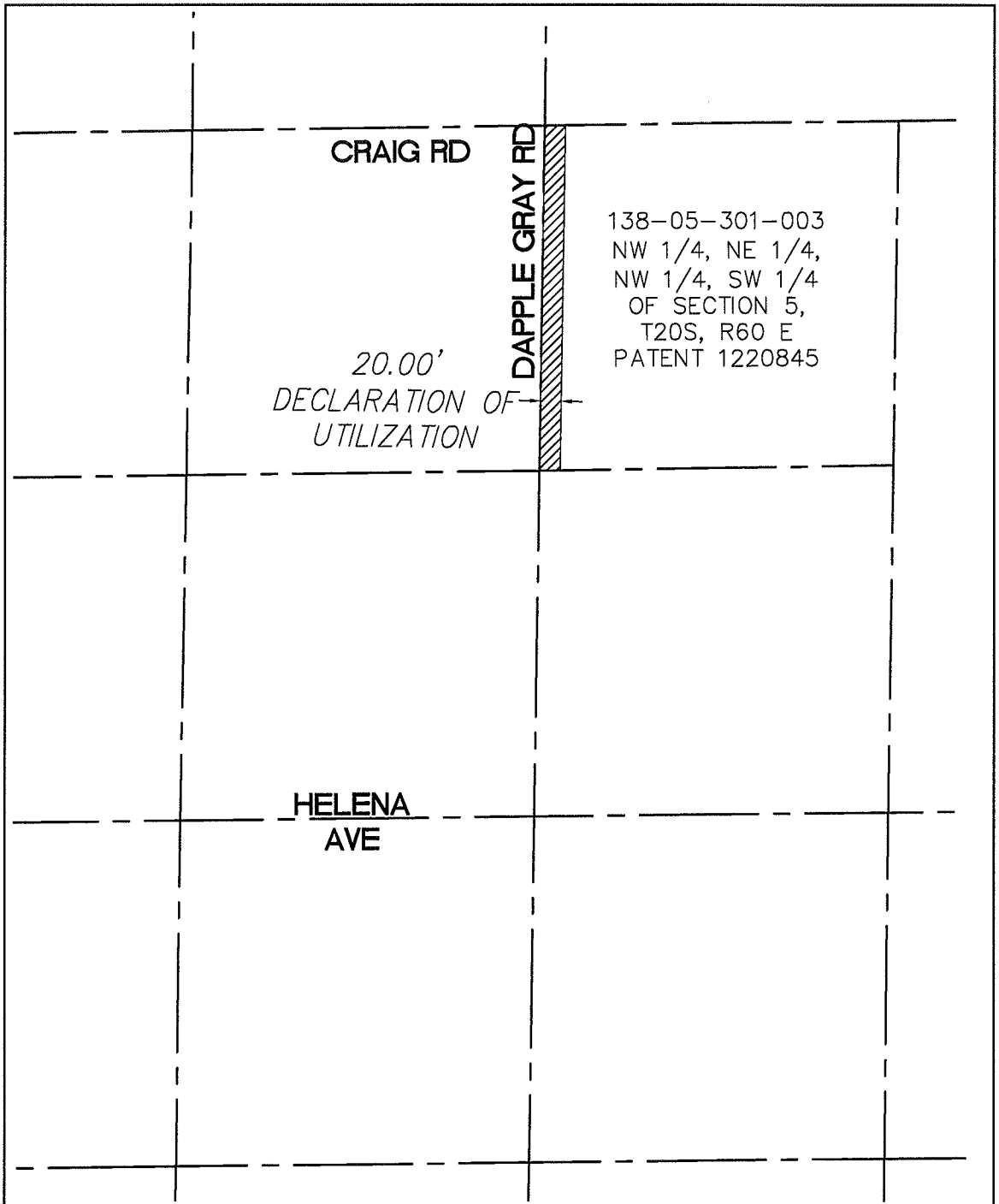
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
D.R. Horton is proposing to construct new homes along Craig Road. This Declaration of Utilization will give notice that the City of Las Vegas intends to use a patent reservation for sewer purposes along the east side of Dapple Gray Road to complete the project.

RECOMMENDATION:
Approval and authorization of staff to execute any additional documents necessary.

BACKUP DOCUMENTATION:
Exhibit Map

CITY OF LAS VEGAS NEVADA



SCALE: 1" = 150'

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

$$I = \int F \cdot dt$$

Impulse

Civil Engineering & Planning

702.853.6702

5135 CAMINO AL NORTE, NLV, NV 89031

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
For possible action to approve a Declaration of Utilization for sewer purposes for the Craig Road/Fort Apache Road Project, located in the vicinity of Helena Avenue and Dapple Gray Road, APN's 138-05-301-010, -011 and -018 - Clark County

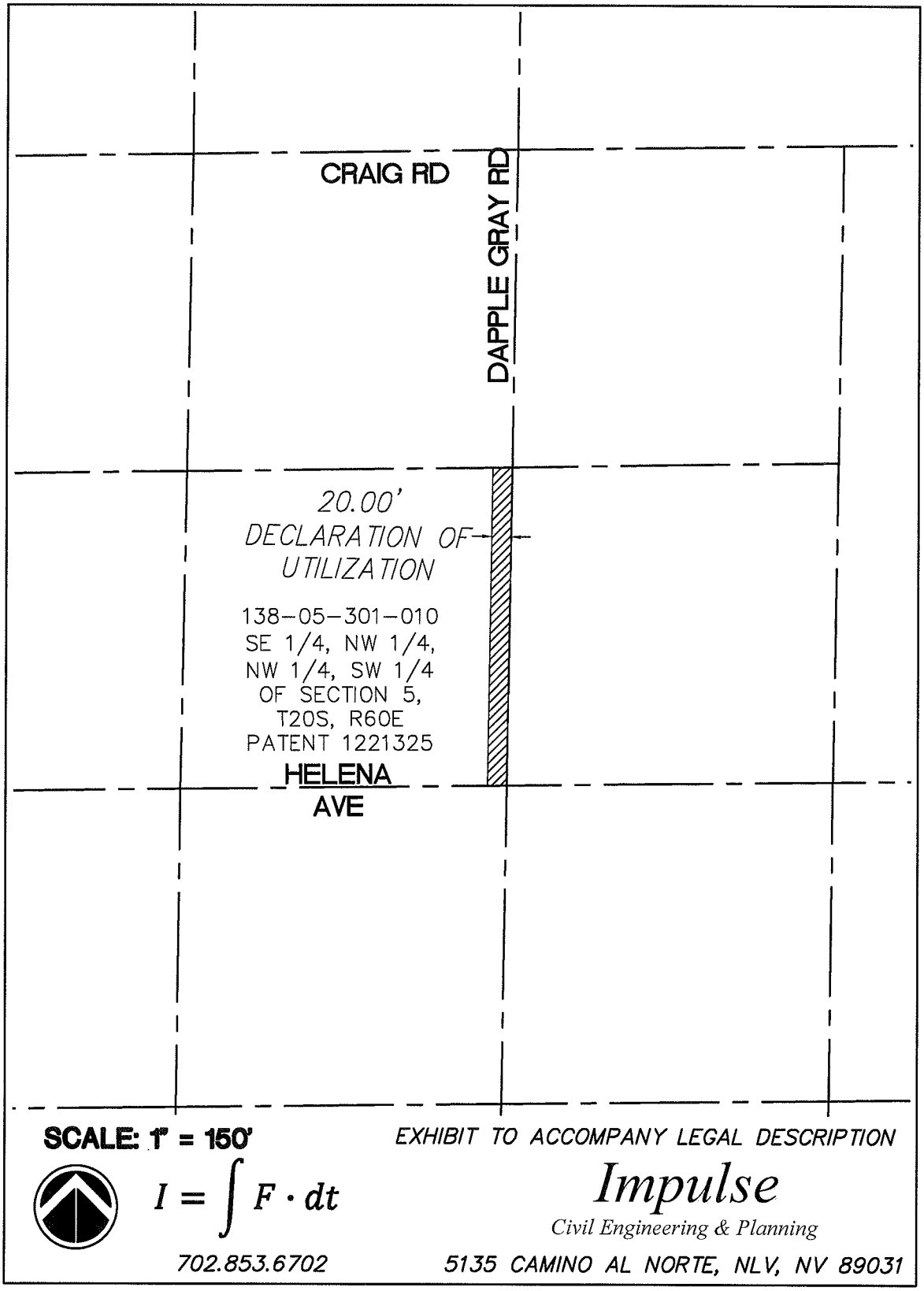
Fiscal Impact

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

PURPOSE/BACKGROUND:
D.R. Horton is proposing to construct new homes along Craig Road. This Declaration of Utilization will give notice that the City of Las Vegas intends to use a patent reservation for sewer purposes along portions of Dapple Gray Road and Helena Avenue to complete the project.

RECOMMENDATION:
Approval and authorization of staff to execute any additional documents necessary.

BACKUP DOCUMENTATION:
Exhibit Maps



SCALE: 1" = 150'

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

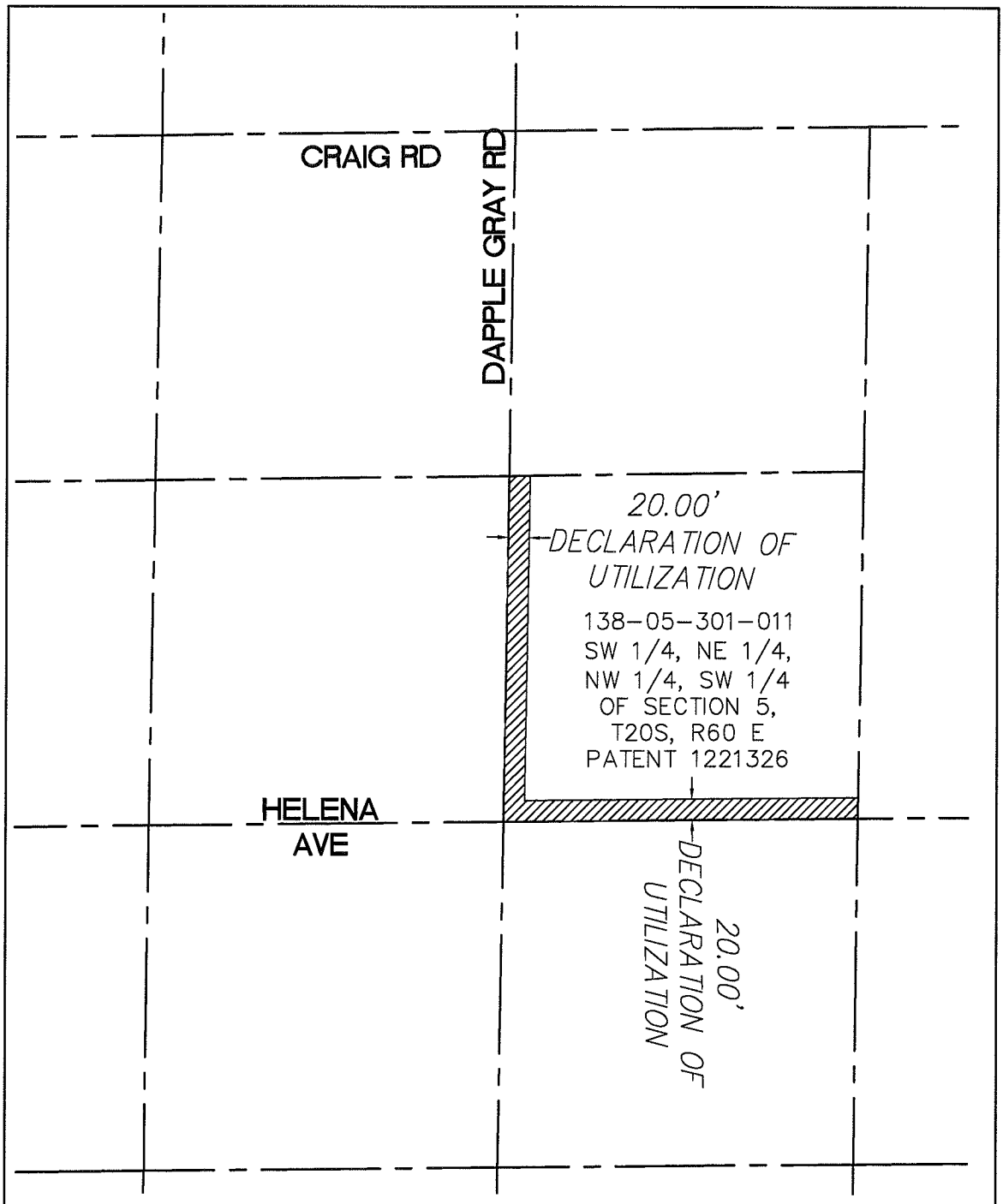
$$I = \int F \cdot dt$$

Impulse

Civil Engineering & Planning

702.853.6702

5135 CAMINO AL NORTE, NLV, NV 89031



SCALE: 1" = 150'

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

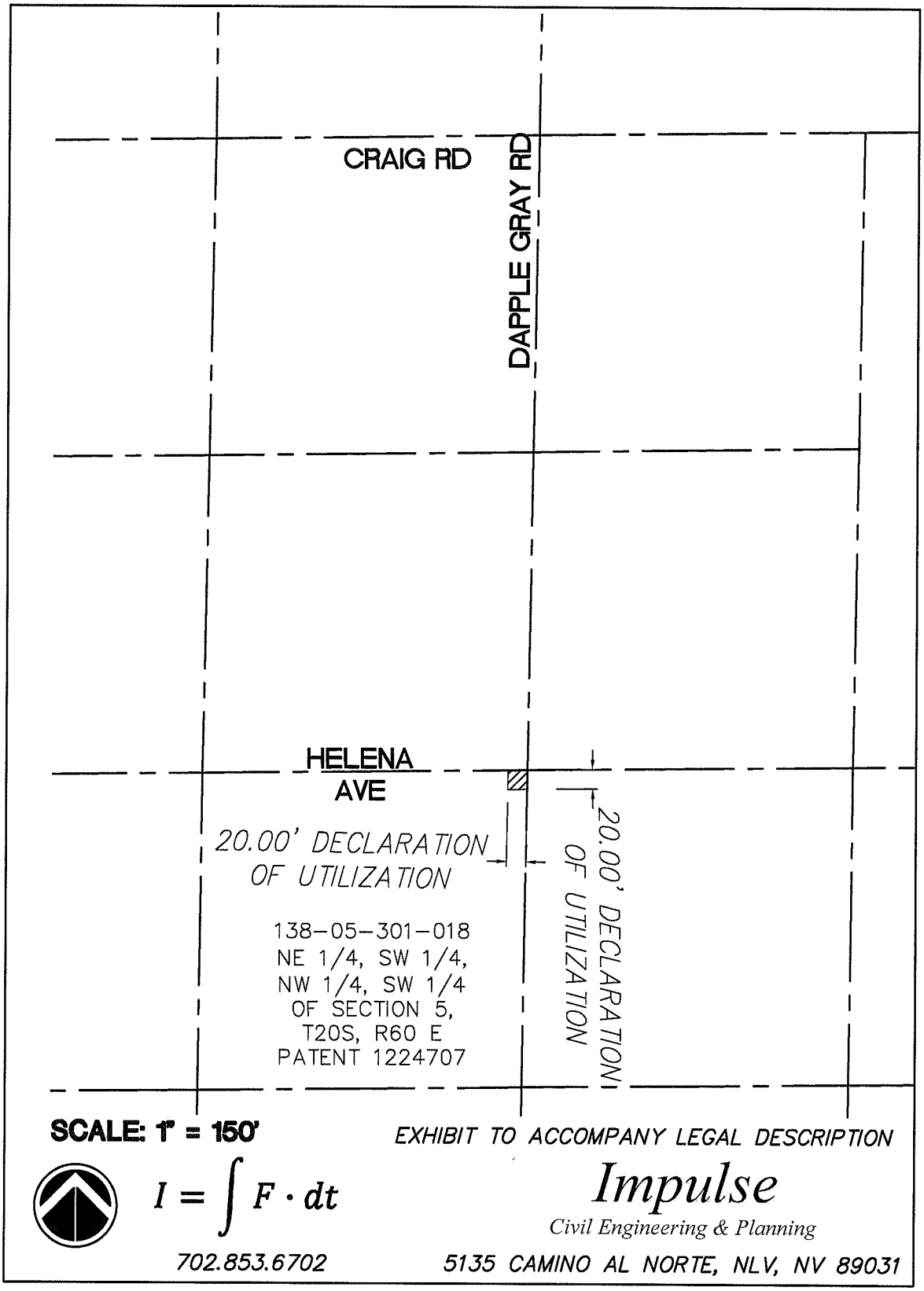
$$I = \int F \cdot dt$$

Impulse

Civil Engineering & Planning

702.853.6702

5135 CAMINO AL NORTE, NLV, NV 89031



SCALE: 1" = 150'

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

$I = \int F \cdot dt$

Impulse

Civil Engineering & Planning

702.853.6702

5135 CAMINO AL NORTE, NLV, NV 89031

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
For possible action to approve a Quitclaim Deed from the Clark County School District to the City of Las Vegas for the real property located at 2601 Sunrise Ave, APN 139-36-302-005 - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The property is being conveyed pursuant to a 1951 Deed from the City of Las Vegas to the Clark County School District for construction of the Variety School. The Deed contained a reversionary property interest whereby the property would revert and re-vest to the City if the property is no longer used for or in connection with the Handicapped Children's Program. The School District recently relocated the Variety School to a new location and demolished the old Variety School. The City exercised the reversionary clause and requested the property be deeded to the City.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Quitclaim Deed

Assessor's Parcel Number: 139-36-302-005

WHEN RECORDED

MAIL & SEND TAX
STATEMENTS TO:
City of Las Vegas
Operations & Maintenance
333 N. Rancho Drive, 8th Floor
Las Vegas, NV 89106

▲ Space Above the Line for Recorder's Use Only ▲

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Clark County School District, a political subdivision of the State of Nevada ("Grantor"), does hereby quitclaim to the City of Las Vegas, a political subdivision of the State of Nevada ("Grantee") all right, title, and interest in the real property (the "Property") legally described in the document attached hereto as Attachment "A" and incorporated herein by this reference.

1. The Property is conveyed pursuant to a 1951 deed ("Deed") from the City of Las Vegas ("City") to the Las Vegas Union School District, the predecessor of the Clark County School District ("District"), upon which the Variety School was constructed.
2. The Deed contained a reversionary property interest whereby the Property would revert and revest in the City if the Property is no longer used for or in connection with the Handicapped Children's Program.
3. The District recently relocated the Variety School to a new location and requested that the City release the reversionary property interest retained by the Deed.
4. On September 3, 2013, the City exercised its option to reclaim the Property pursuant to the terms of the Deed.
5. The Property is conveyed subject to covenants, conditions, restrictions, rights, rights-of-way, liens, easements and encumbrances recorded or not recorded.

Together with all and singular tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this 14 day of March, 2014.

CLARK COUNTY SCHOOL DISTRICT
"Grantor"

Jim McIntosh, Chief Financial Officer

APPROVED AS TO FORM:

Carlos McDade 2/19/14

Carlos McDade, General Counsel Date

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 14th day of March, 2014 by Jim McIntosh as Chief Financial Officer of the Clark County School District.

Edith D Helm

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EDITH D. HELM
Appt. No 99-4473-1
My Appt. Expires July 4 2015

CITY ACCEPTANCE ON NEXT PAGE

ACCEPTANCE

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

CITY OF LAS VEGAS
"Grantee"

By: _____
Name:
Title:

APPROVED AS TO FORM:

John S. Ridilla 4/17/14

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of_____, 2014 by _____ as _____ of the City of Las Vegas.

Notary Public

_____

EXHIBIT A

Property Legal Description

That portion of the Southwest Quarter (SW1/4) of Section 36, Township 20 South, Range 61 East, M.D.B.& M. described as follows:

Commencing at the Northeast corner of Sunrise Acres Tract as shown by map thereof on file in Book 2 of Plats, page 23 in the Office of the County Recorder of Clark County, Nevada, and further delineated on that certain map on file in File 8, Page 64 of Registered Professional Engineers in file in the Office of the County Recorder of Clark County, Nevada; thence North 2°11'40" West along the West line of 28th Street as delineated on said survey map a distance of 60.08 feet to a point on the North line of Sunrise Avenue; thence North 88°51'54" West a distance of 1.50 feet to a point; thence North 2°11'40" West a distance of 10.98 feet to the true point of beginning; thence continuing North 2°11'40" West parallel to and distant 31.50 feet West of the centerline of 28th Street as designated on the aforementioned map recorded in File 8, Page 64 of Registered Professional Engineers File a distance of 371.06 feet to a point; thence North 87°02'13" West a distance of 666.77 feet to a point; thence South 0°27'36" West parallel to and 10.00 feet West of the East line of Sunrise Park Tract No. 1 (Vacated Portion) as shown by map thereof on file in Book 2 of Plats, page 2 in the Office of the County Recorder of Clark County, Nevada, a distance of 402.70 feet to a point; thence South 88°51'54" East parallel to and distant 60.00 feet from the North line of the aforementioned Sunrise Acres Tract a distance of 672.90 feet to a point; thence from a tangent whose bearing is the last described course turning to the left along a curve having a radius of 10.00 feet and subtending a central angel of 95°19'46" an arc length of 16.64 feet to the true point of beginning.

This description is a correction of a Deed recorded March 1, 1951, as Document Number 364842 in Book 63 of Deeds at page 508 and Vacation Order recorded October 8, 1959, as Instrument Number 175797 in Book 217 of Official Records, Clark County, Nevada.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
For possible action to approve Interlocal Contract (768) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for the City of Las Vegas Downtown Land Use and Transportation Study ($250,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

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

Amount: $250,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This project is a study to direct future growth, transportation and redevelopment in Downtown Las Vegas. The study will be funded by the City of Las Vegas for items pertaining to land use and redevelopment with the transportation elements funded through the Regional Transportation Commission. The transportation goals of the study are to improve access in and around the downtown; identify future connections and linkages to the Convention Center, Strip and Airport; evaluate multi-modal connectivity to the Medical District, Cashman Field and Symphony Park; and develop streetscape designs specific to downtown Las Vegas. Total funding for the transportation elements of the project shall not exceed $250,000. The RTC approved this contract at their February 13, 2014 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract (768)

DocuSign Envelope ID: 6083CA22-E2AC-41F0-89C1-0AD00B376321

INTERLOCAL CONTRACT
CITY OF LAS VEGAS DOWNTOWN LAND USE AND TRANSPORTATION STUDY

THIS INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2014, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, a Project City intends to study future growth, transportation and redevelopment in Downtown Las Vegas., hereinafter referred to as Project, located wholly within the CITY has been approved by the RTC; and

WHEREAS, the CITY is requesting an Authorization to Proceed from RTC to commence the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to a study in which the following transportation areas will be explored: improving access in and around the downtown; identifying future connections and linkages to the Convention Center, Strip and Airport; evaluating multi-modal connectivity to the Medical District, Cashman Field and Symphony Park; and developing streetscape designs specific to downtown Las Vegas.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for Project costs according to its policies, including but not limited to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC incorporated herein by reference, and in accordance with the following:

1. The total cost for engineering design, contract administration, and surveying shall not exceed $250,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $250,000 at the time written "Authorization to Proceed" is received from the RTC.

3. A supplemental interlocal contract and a separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL

1. The title sheet of the study shall show the RTC as a funding agency.

2. The study shall be performed by the CITY or by a consultant employed by the CITY.

3. The administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The Project must be completed to the satisfaction of the RTC prior to June 30, 2016. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

5. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

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IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

2/13/14

REGIONAL TRANSPORTATION COMMISSION

DocuSigned by:
Lawrence L. Brown III
9BD793A7A53847A...

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by:
Shavonne Jones
5B14F9E10694484...

SHAVONNE JONES, Executive Secretary

Approved as to Form:

DocuSigned by:
Greg Gilbert
0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action:

CITY OF LAS VEGAS

_____

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/11/14

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:

For possible action to approve Second Supplemental Interlocal Contract MWP FY 2013-14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding in the amount of $2,795,449 for the Annual Maintenance Work Program for Fiscal Year 2013-14 developed to maintain CCRFCD's facilities within the City ($2,795,449 - Road and Flood Capital Project Fund [CPF]) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,795,449
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

On June 13, 2013 the CCRFCD entered into an Interlocal Contract with the City to provide funding for the Fiscal Year 2013-2014 Annual Maintenance Work Program developed to maintain CCRFCD's facilities within the City of Las Vegas. The First Supplemental Interlocal Contract dated October 10, 2013 increased the program. This Second Supplemental Interlocal Contract will increase funding to adequately provide for complete debris removal, emergency embankment erosion repair of Kyle Canyon Detention Basin, and street cleanup and storm drain pipe repair cost associated with August 2013 storm event. In addition, trash rack modification and depth gauge will be installed to improve the function and safety of the basin. Total costs for the project shall not exceed $8,920,449. The CCRFCD approved this contract at their April 10, 2014 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract MWP FY 2013-14

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 10th day of April, 2014, by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

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

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the CITY wishes to increase maintenance funding; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the DISTRICT'S Master Plan.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the maintenance of flood control facilities, which are identified in the DISTRICT'S Master Plan facilities including updates and amendments subsequently approved. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current DISTRICT *Operations and Maintenance Manual.*

The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS, shall be revised to read as follows:

The DISTRICT agrees to make payment for Project costs within the limits specified below:

1. The Project costs shall not exceed $8,920,449.00.

The amounts allocated to each individual facility within the Project must be specified in Exhibit "A". Any changes to said allocated amounts must be approved by the DISTRICT'S Chief Engineer in accordance with Section 4.24 of the DISTRICT *Operations and Maintenance Manual.*

A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved to increase the amount noted above prior to payment of any additional funds.

2. The CITY and DISTRICT will comply with Section 4.12 of the *Operations and Maintenance Manual.* In accordance with said manual the CITY shall submit invoices together with a detailed summary report of the maintenance service performed. The CITY shall submit an invoice voucher in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this contract. Each voucher will also be accompanied by a written certification from the CITY stating that it is for performance of maintenance activities under this contract and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District

Accounts Payable

600 S. Grand Central Parkway, Suite 300

Las Vegas, Nevada 89106-4511

Payment shall be considered timely if made by the DISTRICT within 30 days. Pursuant to Section IV, Paragraph 8, the DISTRICT may, in its sole discretion, withhold payments to the CITY for services rendered if the CITY fails to satisfactorily comply with any term or condition of this contract and/or the DISTRICT *Operations and Maintenance Manual.*

3. The DISTRICT agrees to reimburse the CITY for work performed by the CITY prior to approval of this interlocal contract but not before July 1, 2013.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

April 10, 2014

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Flor Vivanco
Flor Vivanco
Secretary to the Board

Approved as to Form

By: Christopher Figgins April 10, 2014
Christopher Figgins Date
Chief Deputy District Attorney

CITY OF LAS VEGAS
MAINTENANCE WORK PLAN SUMMARY
FISCAL YEAR 2013-14

Master Plan Facility ID	MWP Facility Number	Facility Description	Cost
CACH, CABZ, CACN, LVBZ	LV51	Cedar Avenue Channel/Nellis System	$30,000.00
GONO, GOSO, GOOF, GOCR, GOLM, GOBU, GOBW, APDG, APOF, APP1, GOTE, GO02, APNO, APSP, APBE, APSO, APMD, GOL2, GOL4, APFH, APAD, APCB, APD3, GOWC, GODU, GOLB, GOLO	LV52	Gowan/Angel Park/Lone Mountain System	$520,000.00
LVLM, LVSR, LV15, LVOW, LVRA, LVPK	LV53	Lake Mead/Smoke Ranch/Washington System	$100,000.00
LVMD	LV54	Las Vegas Wash System	$650,000.00
LCME, MECH, MEAL, MEPA, MEOK	LV55	Meadows/Oakey System	$100,000.00
LCLT, WAPR, FWUP, LVWH, FW15, FWOK, FWWL, FWCH, FWSH, LCLO, WAGC, CHRA, LCCH	LV56	Washington Avenue/Las Vegas Creek System	$225,000.00
RCHO, ANWE, RCHB, RCBC, EKDB, GOAN, CNGT, CNKC, EKHU, BCHU, TSDB, MSNV, LVMJ, LVDE, LVMD, CN95, EKBU, RACO, BRDB, TSDB	LV57	US 95/Outer Beltway/Ann Road System	$7,295,449.00
		TOTAL	$8,920,449.00

Exhibit A

Oh Sang Kwon — Engineering Project Manager

3/10/2013 — Date

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2013-14

MWP Facility #: LV51
Facility Name: Cedar Avenue Channel/Nellis System
MP Facility ID: CACH 0000 - 0148,
CABZ 0000 - 0010, CACN 0000 - 0049,
LVBZ 0166 - 0224

Entity: City of Las Vegas
Date Prepared: 1/29/2014

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$15,000.00	$5,000.00			Jun-14
FA	05	Inspect Channels					
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$40,000.00	$5,000.00			Jun-14
FA	15	Repair Lined Channel	$10,000.00	$5,000.00			Jun-14
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
	35	Fence Repair					
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$10,000.00	$1,000.00			Jun-14
	60	Repair Inlet/Outlet Structures					
FA	65	Clean Storm Sewer Lines	$5,000.00	$1,000.00			Jun-14
FA	70	Storm Sewer Repair	$5,000.00	$1,000.00			Jun-14
FA	75	Clean/Flush Culverts & Bridges	$5,000.00	$1,000.00			Jun-14
FA	80	Miscellaneous Work Activities	$5,000.00	$1,000.00			Jun-14
FA	85	Engineering	$5,000.00	$10,000.00	$7,108.55		Jun-14
		TOTALS	$100,000.00	$30,000.00	$7,108.55	7.1%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Inspect and clean storm drain facilities. Clean open channel twice a year (CACH 0000-0148). Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Continue to perform repair and cleaning. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Rosa Cortez, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2013-14

MWP Facility #: LV52 Entity: City of Las Vegas

Facility Name: Gowan/Angel Pk/Lone Mtn System Date Prepared: 1/29/2014

MP Facility ID: GONO 0000 - 0225, GOSO 0000 - 0462, GODU 0000 - 0050, GOOF 0427 - 0775, GOCR 0180 - 0201, GOLB 0000 - 0030 GOLM 0000 - 0277, GOBU 0000 - 0085, GOBW 0000 - 0052, APDG 0000 - 0060, APOF 0000 - 0124, APP1 0000 - 0056, GOTE 0000 GO02 0000 - 0257, APNO 0000 - 0015, GOLO 0152-0275 APSP 0000 - 0183, APBE 0000 - 0122, APSO 0000, APSO 0020, APSO 0204, APSO 0254, APSO 0255, APSO 0345, APMD 0027, APMD 0132, APMD 0190 - 0258, GOL2 0000 - 0014, APD3 0000 - 0021, GOWC 0000, GOL4 0000 - 0026, APFH 0000 - 0061, APAD 0000 - 0225, APCB 0000 - 0080

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00	$2,500.00			Jun-14
FA	05	Inspect Channels	$5,000.00	$2,500.00			Jun-14
FA	06	Inspect Levees/Detention and Debris Basins	$5,000.00	$2,500.00			Jun-14
FA	08	Species Survey and Removal	$20,000.00				Jun-14
	10	Clean and Reshape Channels/Levees					
FA	15	Repair Lined Channel	$45,000.00	$100,000.00	$74,237.29		Jun-14
FA	20	Erosion Control and Repair	$50,000.00	$310,000.00	$294,034.02		Jun-14
FA	21	Provide/Maintain Dust Control	$10,000.00				Jun-14
FA	25	Clean Detention Debris Basins	$30,000.00	$10,000.00	$8,593.28		Jun-14
FA	35	Fence Repair	$5,000.00	$2,500.00			Jun-14
	40	Vegetation Control - Chemical					
FA	45	Vegetation Control - Mechanical	$20,000.00				Jun-14
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$40,000.00	$5,000.00			Jun-14
FA	60	Repair Inlet/Outlet Structures	$130,000.00	$50,000.00			Jun-14
	65	Clean Storm Sewer Lines					
FA	70	Storm Sewer Repair	$20,000.00	$5,000.00			Jun-14
FA	75	Clean/Flush Culverts & Bridges	$5,000.00	$2,000.00			Jun-14
FA	80	Miscellaneous Work Activities	$10,000.00	$5,000.00			Jun-14
FA	85	Engineering	$50,000.00	$23,000.00	$1,922.10		Jun-14
		TOTALS	$450,000.00	$520,000.00	$378,786.69	84.2%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Graffiti and trash removal within the Gilmore Channel (GOLM 0150 - 0240). Repair outlet structure at Gowan South Detention Basin. Repair erosion damages in embankment of the detention basins. Provide access ramp to outlet of Gilmore Channel/Lone Mountain Detention Basin. Clean and inspect detention basins. Update Emergency Action Plans for detention basins. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Clean and inspect detention basin. Erosion repairs to detention basin embankment (Lone Mountain DB). Update Emergency Action Plans for Detention Basins. Repair Cheyenne Channel lining. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Rosa Cortez, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2013-14

MWP Facility #: LV53
Facility Name: Lake Mead/Smoke Ranch/Washington System
MP Facility ID: LVLM 0336 - 0525, LVSR 0312 - 0525, LV15 0284 - 0409, LVOW 0000 - 0146, LVRA 0000 - 0066, LVPK 0000 - 0130

Entity: City of Las Vegas
Date Prepared: 1/29/2014

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-14
FA	05	Inspect Channels	$3,000.00				Jun-14
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$2,500.00				Jun-14
FA	15	Repair Lined Channel	$3,500.00				Jun-14
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$2,000.00				Jun-14
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$26,000.00				Jun-14
FA	60	Repair Inlet/Outlet Structures	$25,000.00				Jun-14
FA	65	Clean Storm Sewer Lines	$2,500.00				Jun-14
FA	70	Storm Sewer Repair	$25,000.00				Jun-14
	75	Clean/Flush Culverts & Bridges					
FA	80	Miscellaneous Work Activities	$2,500.00				Jun-14
FA	85	Engineering	$3,000.00		$1,759.40		Jun-14
		TOTALS	$100,000.00	$0.00	$1,759.40	1.8%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:
Remove debris, clean drop inlets, and repair any damages. Routine maintenance work activities.

Work to be completed during current Fiscal Year:
Perform condition assessment repairs and cleaning. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang kwon, P.E./Rosa Cortez, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2013-14

MWP Facility #: LV54
Facility Name: Las Vegas Wash System
MP Facility ID: LVMD 1069 - 1354

Entity: City of Las Vegas
Date Prepared: 1/29/2014

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$25,000.00				Jun-14
FA	05	Inspect Channels	$20,000.00		$6,475.25		Jun-14
	06	Inspect Levees/Detention and Debris Basins					
FA	08	Species Survey and Removal	$10,000.00				Jun-14
FA	10	Clean and Reshape Channels/Levees	$75,000.00				Jun-14
FA	15	Repair Lined Channel	$325,000.00				Jun-14
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$20,000.00				Jun-14
	40	Vegetation Control - Chemical					
FA	45	Vegetation Control - Mechanical	$125,000.00		$51,900.00		Jun-14
	50	Maintain Access Road					
	55	Clean & Inspect Inlet/Outlet Structures					
	60	Repair Inlet/Outlet Structures					
	65	Clean Storm Sewer Lines					
FA	70	Storm Sewer Repair	$5,000.00				Jun-14
FA	75	Clean/Flush Culverts & Bridges	$5,000.00				Jun-14
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-14
FA	85	Engineering	$30,000.00				Jun-14
		TOTALS	$650,000.00	$0.00	$58,375.25	9.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Replace Mat along Las Vegas Wash. Reshape the Las Vegas Wash between Washington Avenue and Charleston Boulevard (LVMD 1070 – 1178) to establish a baseline for sediment removal. Provide for vegetation control and erosion control along the Las Vegas Wash.

Work to be completed during current Fiscal Year:

Repair Mat along Las Vegas Wash between Washington Avenue and Charleston Boulevard (LVMD 1070 – 1178) for erosion control. Provide for vegetation control. Continue with the sediment removal. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Rosa Cortez, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2013-14

MWP Facility #: LV55
Facility Name: Meadows/Oakey System
MP Facility ID: LCME 0000 - 0085, MECH 0059 - 0420, MEAL 0000 - 0258, MEPA 0000 - 0025, MEOK 0000 - 0110

Entity: City of Las Vegas
Date Prepared: 1/29/2014

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00	$10,000.00			Jun-14
	05	Inspect Channels					
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$8,000.00	$8,000.00			Jun-14
FA	15	Repair Lined Channel	$5,000.00	$5,000.00			Jun-14
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
FA	25	Clean Detention Debris Basins	$10,000.00	$10,000.00	$1,717.12		Jun-14
	35	Fence Repair					
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
FA	50	Maintain Access Road	$35,000.00	$25,000.00			
FA	55	Clean & Inspect Inlet/Outlet Structures	$8,000.00	$8,000.00			Jun-14
FA	60	Repair Inlet/Outlet Structures	$8,000.00	$8,000.00			Jun-14
	65	Clean Storm Sewer Lines					
FA	70	Storm Sewer Repair	$8,000.00	$8,000.00			Jun-14
FA	75	Clean/Flush Culverts & Bridges	$1,000.00	$1,000.00			Jun-14
FA	80	Miscellaneous Work Activities	$2,000.00	$2,000.00			Jun-14
FA	85	Engineering	$5,000.00	$15,000.00	$10,310.80		Jun-14
		TOTALS	$100,000.00	$100,000.00	$12,027.92	12.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Continue condition assessment repair and cleaning. Repair erosion damages in embankment of the detention basins. Provide concrete pad at the inlet structure of Oakey Detention Basin for access. Update Emergency Action Plans for Detention Basins. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Continue condition assessment repair and cleaning. Update Emergency Action Plans for Detention Basins. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Rosa Cortez, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2013-14

MWP Facility #: LV56
Facility Name: Washington Ave/Las Vegas Creek System
MP Facility ID: LCLT 0000 - 0034, WAPR 0000 - 0132, FWUP 0000 - 0100, LVWH 0086 - 0484, FW15 0000 - 0301, FWOK 0000 - 0100, FWWL 0000, FWCH 0000 - 0060, FWSH 0000, LCCH 0512 - 0543, LCLO 0000 - 0054, WAGC 0000 - 0060, CHRA 0000 - 0014

Entity: City of Las Vegas
Date Prepared: 1/29/2014

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00	$10,000.00			Jun-14
FA	05	Inspect Channels	$10,000.00	$10,000.00			Jun-14
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$65,000.00	$55,000.00			Jun-14
FA	15	Repair Lined Channel	$70,000.00	$60,000.00			Jun-14
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
	35	Fence Repair					
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$20,000.00	$20,000.00			Jun-14
FA	60	Repair Inlet/Outlet Structures	$5,000.00	$5,000.00			Jun-14
FA	65	Clean Storm Sewer Lines	$10,000.00	$10,000.00			Jun-14
FA	70	Storm Sewer Repair	$10,000.00	$10,000.00			Jun-14
FA	75	Clean/Flush Culverts & Bridges	$10,000.00	$10,000.00			Jun-14
FA	80	Miscellaneous Work Activities	$5,000.00	$5,000.00			Jun-14
FA	85	Engineering	$10,000.00	$30,000.00	$26,128.12		Jun-14
		TOTALS	$225,000.00	$225,000.00	$26,128.12	11.6%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Perform condition assessment repair and cleaning. Repair erosion damages in embankment of the detention basin. Remove debris from inlets and storm drain. Routine Maintenance work activies. Repair Riprap channel along Rancho Drive from Desert Inn Road to Teddy Drive.

Work to be completed during current Fiscal Year:

Continue repair and cleaning. Routine Maintenance work activies.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Rosa Cortez, P.E. Phone Number: 229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2013-14

MWP Facility #: LV57
Facility Name: US95/OuterBeltway/Ann Road System
MP Facility ID: RCHO 0000 - 0071, ANWE 0127 - 0385, RCHB 0000 - 0062, RCBC 0004, LVMD 2324 - 2599, EKDB 0000 - 0070, GOAN 0000 - 0127, CNGT 0000 & 0118 - 0247, CNKC 0000 - 0024 EKHU 0000 - 0023, BCHU 0000 - 0054, TSDB 0000, MSNV 0000, LVMJ 0000, LVDE 0003 - 0027, CN95 0199 - 0333, EKBU 0000, LVMD 3313-3316 RACO 0001-0064, BRDB 0000-0032, TSDB 0011

Entity: City of Las Vegas
Date Prepared: 3/10/2014

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date
FA	03	Facility Assessment and Inventory	$10,000.00	$10,000.00			Jun-14
	05	Inspect Channels					
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal		$25,000.00			
	10	Clean and Reshape Channels/Levees					
FA	15	Repair Lined Channel	$15,000.00	$25,000.00			Jun-14
FA	20	Erosion Control and Repair	$225,000.00	$500,000.00	$173,401.84		Jun-14
FA	21	Provide/Maintain Dust Control	$25,000.00	$25,000.00			Jun-14
FA	25	Clean Detention Debris Basins	$4,020,000.00	$5,800,000.00	$757,950.03		Jun-14
FA	35	Fence Repair	$20,000.00	$20,000.00			Jun-14
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
FA	50	Maintain Access Road	$25,000.00	$25,000.00			Jun-14
FA	55	Clean & Inspect Inlet/Outlet Structures	$30,000.00	$30,000.00	$25,359.60		Jun-14
FA	60	Repair Inlet/Outlet Structures	$70,000.00	$200,000.00			Jun-14
FA	65	Clean Storm Sewer Lines	$5,000.00	$575,449.00			Jun-14
FA	70	Storm Sewer Repair	$20,000.00	$20,000.00			Jun-14
FA	75	Clean/Flush Culverts & Bridges	$5,000.00	$5,000.00			Jun-14
FA	80	Miscellaneous Work Activities	$5,000.00	$5,000.00			Jun-14
FA	85	Engineering	$25,000.00	$30,000.00	$18,618.08		Jun-14
		TOTALS	$4,500,000.00	$7,295,449.00	$975,329.55	21.7%	

Delays or Problem Areas:

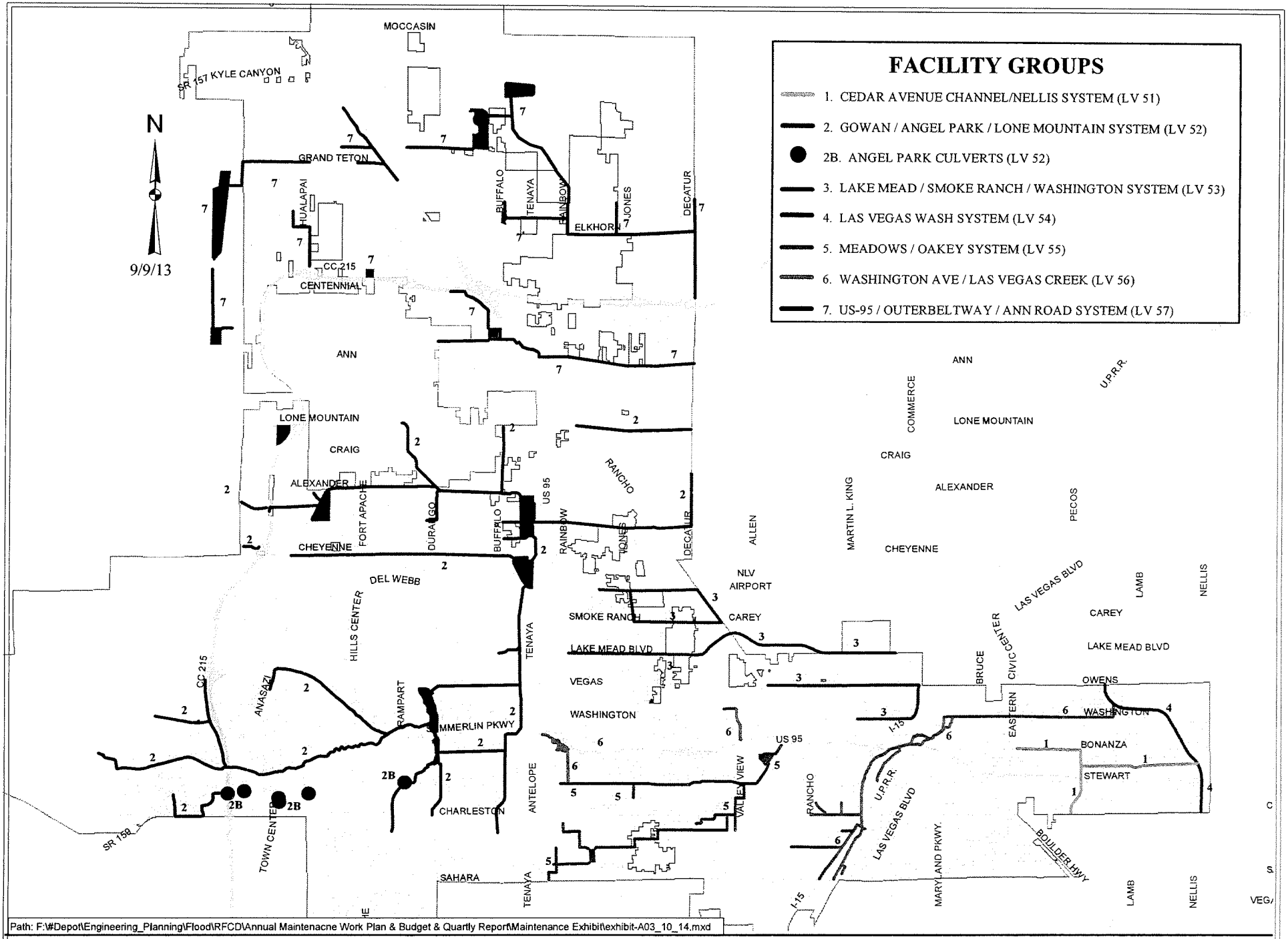
Work completed during prior Fiscal Year:

Repair facilities identified in condition assessment. Repair erosion damages in embankment of the detention basins. Provide maintenance access road to the inlets and outlets of the Elkhorn Springs Detention Basin. Update Emergency Action Plans for detention basins. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Emergency maintenance work in Kyle Canyon Detention Basin. Street cleanup and storm drain pipe repair associated with August 25, 3013 storm event. Update Emergency Action Plans for detention basins. Retrofit existing Centennial Center channel with ladders and signage (RCHB 0034). Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Rosa Cortez, P.E. Phone Number: 229-6541



OPERATION AND MAINTENANCE PROJECTS

EXHIBIT A

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:

For possible action to approve Fourth Supplemental Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding in the amount of $60,000 and extend the project completion date to June 30, 2016 for the Angel Park North - Detention Basin bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($60,000 - Road and Flood Capital Project Fund [CPF]) - Ward 2 (Beers)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $60,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

On December 10, 2009, the Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract for design and environmental mitigation associated with the Angel Park North - Detention Basin project. The First Supplemental Interlocal Contract dated May 20, 2010 increased design funding. The Second Supplemental Interlocal Contract dated November 10, 2010 increased design funding. The Third Supplemental Interlocal Contract dated April 12, 2012 extended the project completion date. This Fourth Supplemental Interlocal Contract will increase design funding in the amount of $60,000 for internal labor and extend the project completion date from June 30, 2014 to June 30, 2016 to complete the construction of the project and address the erosion damages from the previous storms. Total costs for the project shall not exceed $610,000. The CCRFCD approved this contract at their April 10, 2014 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS01D09

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

ANGEL PARK NORTH – DETENTION BASIN

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of April, 2014 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Numbers APNO 0001, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, an Interlocal Contract dated December 10, 2009 and Supplemental Interlocal Contracts dated May 20, 2010, November 10, 2010, and April 12, 2012 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to increase project funding and extend the project completion date.

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

SECTION II – PROJECTS COSTS shall be revised to read as follows:

1. The engineering and design shall not exceed $610,000.

2. The total cost of this Contract shall not exceed $610,000 which includes all the items described in the paragraphs above.

3. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

4. A written request must be made to the District and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2016. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated December 10, 2009, the First Supplemental Interlocal Contract dated May 20, 2010 and the Second Supplemental Interlocal Contract dated November 10, 2010, and the Third Supplemental Interlocal Contract Dated April 12, 2012 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

April 10, 2014

Regional Flood Control District

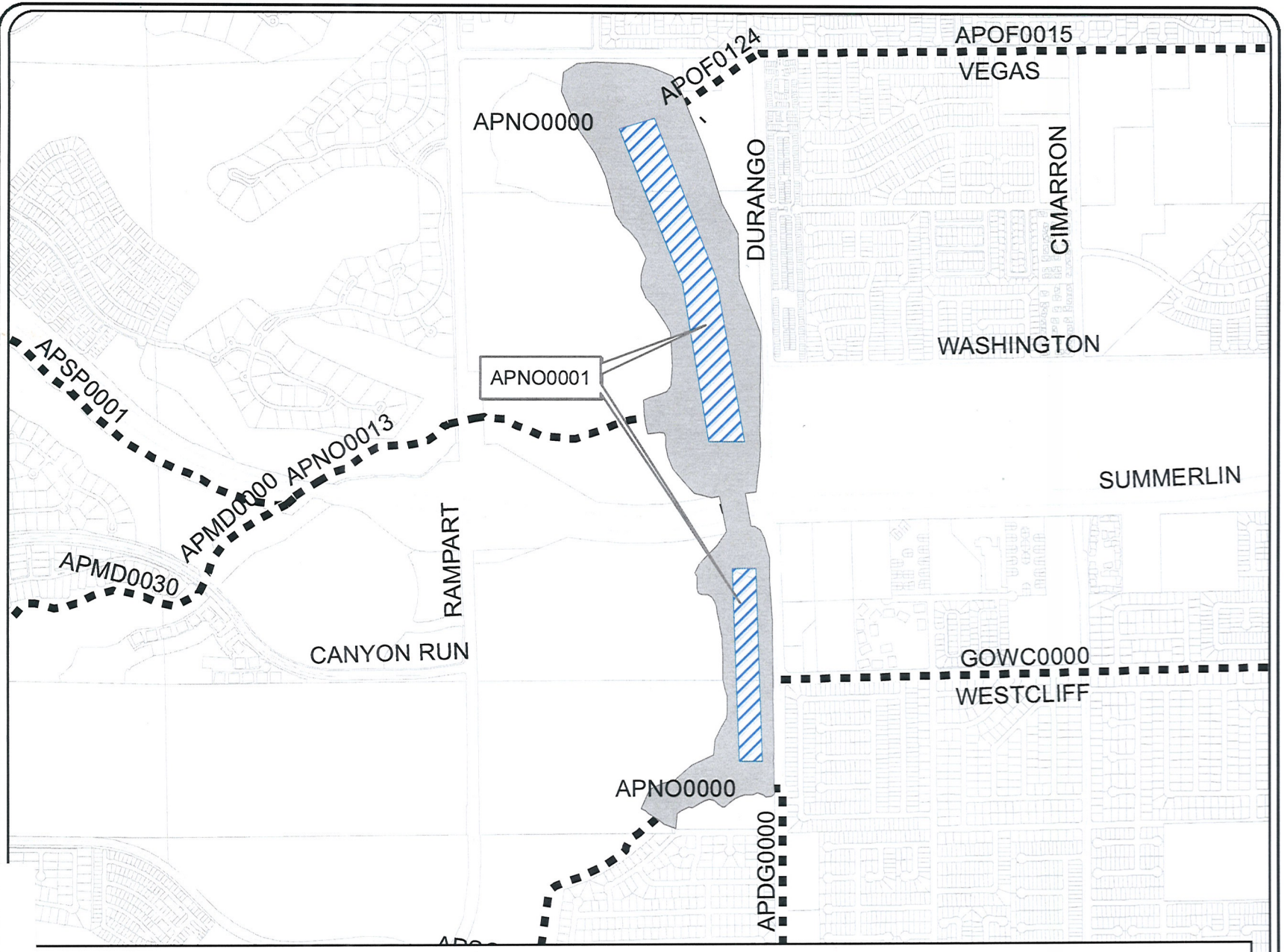
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Flor Vivanco
Flor Vivanco
Secretary to the Board

Approved as to Form

By: Christopher Figgins April 2 2014
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

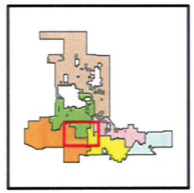
N

LEGEND

PROPOSED UPGRADE REGIONAL DETENTION BASIN

EXISTING DETENTION BASIN

EXISTING STORM DRAIN FACILITY



LAS01D09

EXHIBIT A
ANGEL PARK NORTH - DETENTION BASIN **(LAS01D09)**

epot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Angel Park North - Detention Basin (LAS01D09)_10232009.mxd

Due to continuous development activity this map is for reference only.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS16J09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2016 for the Rancho System - Beltway to Elkhorn located in CC-215 from Campbell Road to Fort Apache Road and in Fort Apache Road from CC-215 to Elkhorn Road - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 10, 2009, the Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract for design, right-of-way and environmental mitigation associated with the Rancho System - Beltway to Elkhorn project. On April 12, 2012, the First Supplemental Interlocal Contract extended the project complete date. This Second Supplemental Interlocal Contract will extend the project completion date from June 30, 2014 to June 30, 2016 to allow additional time to complete the design and keep the contract open through construction of the project. The CCRFCD approved this contract at their April 10, 2014 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS16J09

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

RANCHO SYSTEM – BELTWAY TO ELKHORN

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of April, 2014 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Numbers RCHB 0227 and RCHB 0250, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the Interlocal Contract dated December 10, 2009 and the First Supplemental Interlocal Contract dated April 12, 2012 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the CITY wishes to extend the project completion date.

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

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2016. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated December 10, 2009 and the First Supplemental Interlocal Contract dated April 12, 2012 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

April 10, 2014

Regional Flood Control District

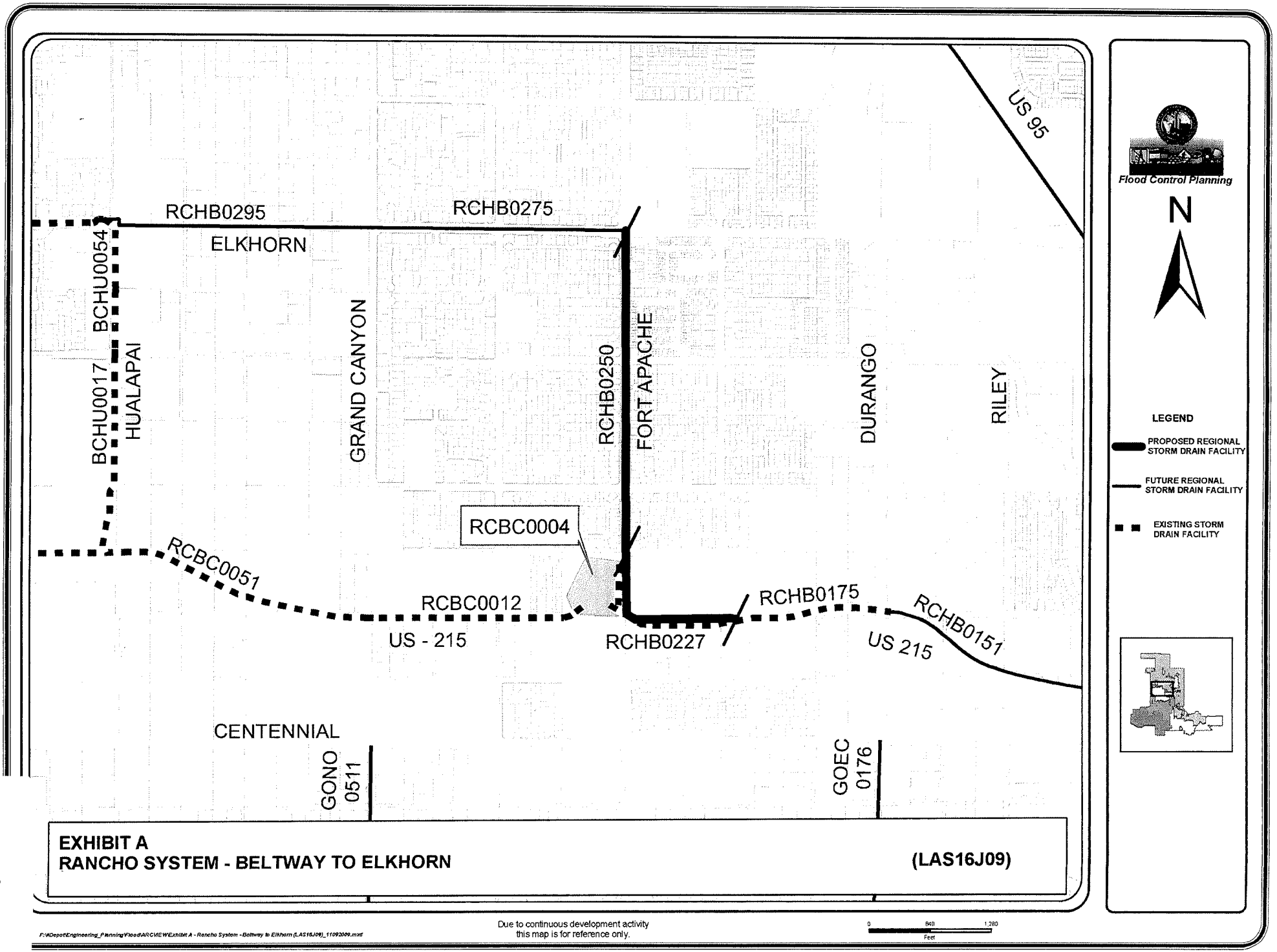
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Flor Vivanco
Flor Vivanco
Secretary to the Board

Approved as to Form

By: Christopher Figgins 4/10/14
Christopher Figgins Date
Chief Deputy District Attorney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RCHB0295
RCHB0275
ELKHORN
BCHU0054
BCHU0017
HUALAPAI
GRAND CANYON
RCHB0250
FORT APACHE
DURANGO
RILEY
RCBC0004
RCBC0051
RCBC0012
US - 215
RCHB0227
RCHB0175
RCHB0151
US 215
CENTENNIAL
GONO 0511
GOEC 0176
Flood Control Planning
N
LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
FUTURE REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
RANCHO SYSTEM - BELTWAY TO ELKHORN
(LAS16J09)
F:\MDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Rancho System -Beltway to Elkhorn (LAS16J09)_11092009.mxd
Due to continuous development activity this map is for reference only.
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LAS16J09

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
ADMINISTRATIVE:

Report regarding an update on the Southern Nevada Strong Regional Plan, current outreach efforts, and the Las Vegas Opportunity Site project (Las Vegas Medical District) from City of Henderson Councilwoman Debra March, Chair of the Southern Nevada Strong Consortium Committee - All Wards

Fiscal Impact

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

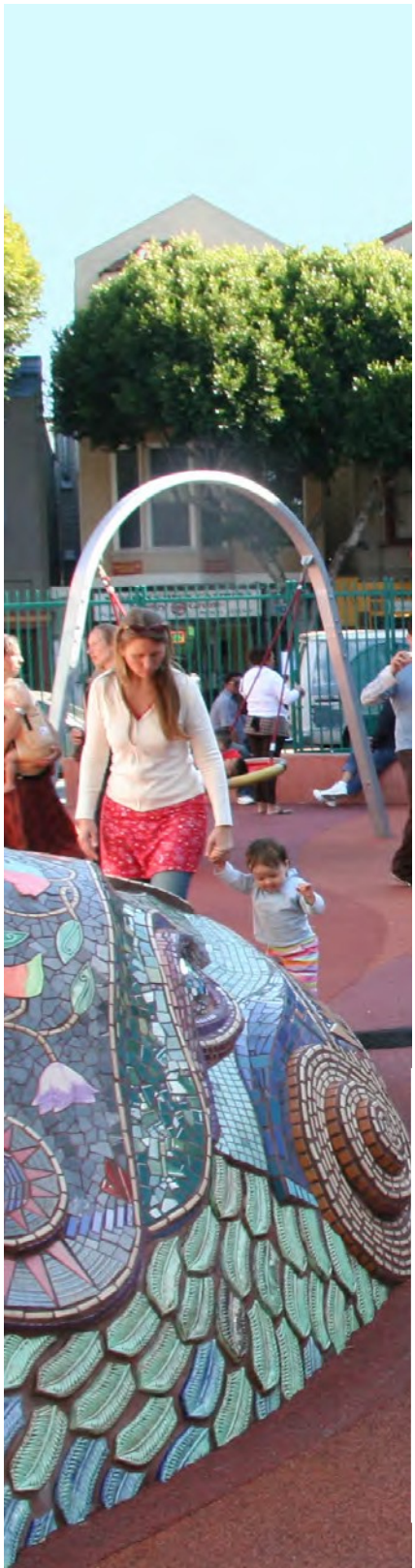
PURPOSE/BACKGROUND:
Southern Nevada Strong (SNS) is a regional planning effort funded by the U.S. Department of Housing and Urban Development to improve economic competitiveness by better connecting housing, transportation and jobs throughout Southern Nevada. This is a follow up to the report provided to City Council on August 7, 2013. SNS is a one-time community project under the purview of the Southern Nevada Regional Planning Coalition. SNS conducted in-depth research and community engagement effort to analyze issues facing the community and propose collaborative solutions. The project now has a draft Regional Plan open for public comment until May 29, 2014. After the public comment period, the Regional Plan will be finalized for acceptance by SNS Consortium partners in early 2015.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
Southern Nevada Strong Regional Plan At-A-Glance Brochure

SOUTHERN NEVADA STRONG

A COMMUNITY GUIDE TO ACHIEVING
A STRONGER SOUTHERN NEVADA



DRAFT
JANUARY 2014

SOUTHERN NEVADA STRONG

regional plan at-a-glance

the regional vision

The Southern Nevada Region has a strong entrepreneurial spirit sustaining its high quality of life. This vibrant, unique region is characterized by a resilient economy, excellent educational opportunities, urban and natural amenities, and integrated transportation networks.

WHAT IS SOUTHERN NEVADA STRONG?

Southern Nevada Strong is a community-driven planning effort that seeks to develop regional support for long-term economic success and stronger communities by integrating reliable transportation, quality housing for all income levels, and job opportunities throughout Southern Nevada. This project is funded by a $3.5 million dollar grant from the US Department of Housing and Urban Development. These funds provided the resources to conduct in-depth research and extensive community outreach to analyze issues facing our community and propose collaborative solutions. The resulting Regional Plan outlines valley-wide goals and presents a set of agreed-upon strategies that local governments can select from to implement the regional vision. This At-a-Glance document summarizes the Regional Plan and illustrates through the Vision Map how the regional vision can be implemented through coordinated land use and transportation planning.

WE WILL ACHIEVE OUR REGIONAL VISION BY FOCUSING ON:

1 IMPROVING ECONOMIC COMPETITIVENESS AND EDUCATION

Southern Nevadans want access to a wider range of well-paying jobs and high-quality public education. The Regional Plan seeks to create communities with a variety of amenities, housing, and transportation options that meet the demands of a talented workforce and can attract quality employers to the region. These strategies will also help support education by improving the physical environment around schools.

1. Match land use and transportation plans with regional economic development plans.

2. Ensure that Southern Nevada offers a range of place types to attract and retain future workers, visitors, businesses, and entrepreneurs.

3. Enhance the role of small businesses and entrepreneurs as leaders in economic diversification and revitalization.

4. Increase collaboration between the state government, local governments and the region's higher education institutions to align economic development and education efforts.

5. Support the educational system and learning environments through thoughtful land use and transportation planning.

For more information, please visit SouthernNevadaStrong.org

2 INVESTING IN COMPLETE COMMUNITIES

Complete Communities are those where jobs, housing, transportation, and community amenities combine to create places that support economic opportunity and health for all people, regardless of income level.

1. Stabilize and strengthen existing neighborhoods through placemaking improvements.
2. Encourage an adequate supply of housing characterized by a range of price, income, density, ownership, and building types.
3. Support access to healthcare facilities, healthy food, parks, and community services.
4. Improve neighborhood safety and protect residents from the harmful effects of pollution and hazardous materials.
5. Promote resource-efficient land use and development practices.

3 INCREASING TRANSPORTATION CHOICE

Southern Nevada's current land use patterns are auto-centric, requiring that most people have access to a car to meet their day-to-day transportation needs. Southern Nevadans support having additional transportation options in the Valley, including expanded bus service and potentially light rail. Walking and biking become viable options for more people as safety is improved and land use patterns allow easy access to common destinations.

1. Develop a modern transit system that is integrated with vibrant neighborhood and employment centers better connecting people to their destinations.
2. Connect and enhance bike and pedestrian facilities throughout the region.
3. Support the regional economic development strategy through integrated investments in transportation and urban development.
4. Develop a safe, efficient road network that supports all transportation modes.

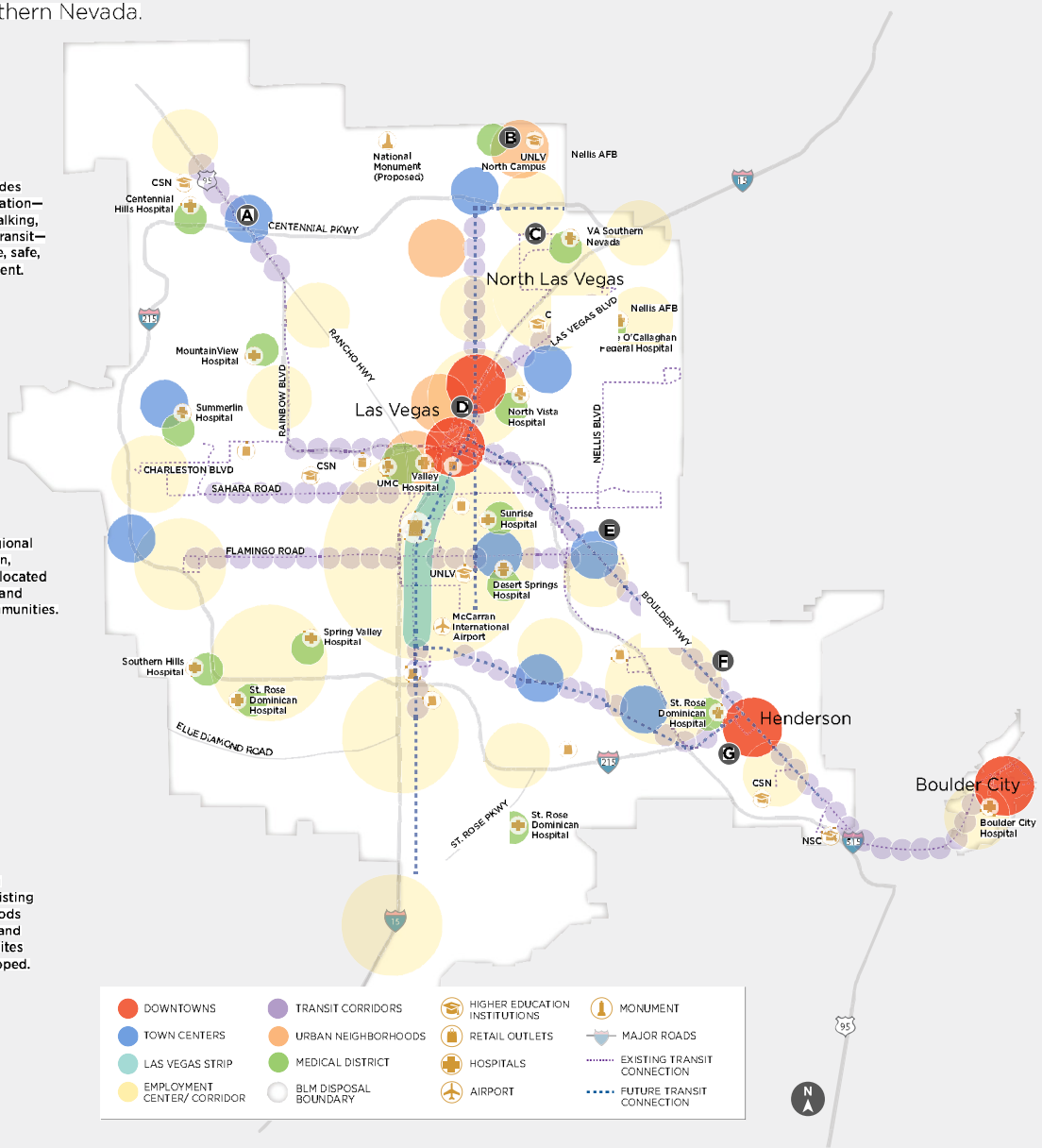
Our Vision Southern Nevada

This map shows conceptually how we can guide land use and transportation programs to achieve our future vision for Southern Nevada.

A Multiple modes of transportation—including walking, biking and transit—are available, safe, and convenient.

B Through regional collaboration, schools are located in walkable and bikable communities.

C New growth occurs in existing neighborhoods and vacant and underused sites are redeveloped.



D The region's downtowns provide a variety of jobs and services for local residents, dense housing combined with vibrant commercial spaces, and new employment and workforce development opportunities.

E Redevelopment occurs along future transit corridors, including North 5th Street, Maryland Parkway, Flamingo Road, and Boulder Highway.

F More people can live close to work because jobs, services, and schools are located within easy reach of a variety of housing types for all budgets and preferences.

G Underutilized retail and industrial land along key corridors is repurposed and attracts small businesses and companies in the targeted economic industries.

NEXT STEPS

- **Continue public outreach to review and strengthen the plan.** Continued engagement efforts will assess support for the principles proposed in the plan, gather additional ideas and engage stakeholders who will be critical in its implementation.
- **Plan implementation will require changing land use and development patterns to support environmental and economic sustainability and to increase opportunity for all residents.** Local jurisdictions will need to collaborate on an ongoing basis to make regulatory, legislative, operational, cultural and fiscal changes.
- **Create indicators dashboard.** To monitor our progress, we will develop a set of key indicators to monitor which will help confirm we are moving in the right direction.
- **Opportunity site analysis.** Southern Nevada Strong is creating realistic, implementable transit-oriented development strategies for four opportunity sites within the Valley. These strategies will identify opportunity for new development and changes to the transportation system that reflects the Regional Plan vision.

For more information and ways to get involved, visit SouthernNevadaStrong.org

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: May 7, 2014

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

SUBJECT:
ADMINISTRATIVE:

Report regarding an update on the status of negotiations between the City of Las Vegas and the Las Vegas City Employees' Association - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
At the direction of the Mayor and Council, the City Manager's Office will give a report of ongoing labor discussions and related fiscal issues. The report will provide a thorough review of labor negotiations at the city consistent with the intent of NRS 288.

RECOMMENDATION:
Report Only; no action required

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
Discussion for possible action regarding the submittal of the City of Las Vegas 2014-2015 Action Plan that secures $7,715,989 in United States Department of Housing and Urban Development (HUD) funds - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,715,989
Funding Source: HUD
Dept./Division: Parks, Recreation and Neighborhood Services/Community Development

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development activities, the city of Las Vegas must submit an Action Plan to U.S. Department of Housing and Urban Development (HUD) no later than May 15, 2014. The Draft Action Plan outlines activities that will be undertaken by the city of Las Vegas for the period of July 1, 2014 through June 30, 2015. Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD ($7,715,989). In addition to the listing of federal funds, the Action Plan also identifies HOME and LIHTF funds from the State of Nevada.

RECOMMENDATION:
Staff recommends that the City Council approve the submittal of the City of Las Vegas 2014-2015 Action Plan to HUD including consideration of public comment as required by HUD.

BACKUP DOCUMENTATION:
2014-2015 Draft Action Plan

DRAFT 2014-2015
Fifth Program Year Action Plan

The CPMP Fifth Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Date Submitted 5/15/14	Applicant Identifier	**Type of Submission**	
Date Received by state	State Identifier	**Application**	**Pre-application**
Date Received by HUD	Federal Identifier	Construction	Construction
		Non Construction	Non Construction

Applicant Information		
Las Vegas, NV		DUNS #: 030381610
City of Las Vegas, Parks, Recreation and Neighborhood Services Department, 5th Floor		
495 S. Main Street		
Las Vegas	Nevada	
89101	U.S.A.	
Employer Identification Number (EIN):		
88-6000198		7/1
Applicant Type:		**Specify Other Type if necessary:**
Local Government: Municipal		

Program Funding	**U.S. Department of Housing and Urban Development**
Catalog of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding	
Community Development Block Grant	14.218 Entitlement Grant **CDBG**
Capital, public services and administration	City of Las Vegas, Nevada
$4,624,463 — Additional HUD Grant(s) Leveraged	Describe ESG, HOPWA
$Additional Federal Funds Leveraged $5,749,935	$Additional State Funds Leveraged $5,749,935
$Locally Leveraged Funds $11,273,355	$Grantee Funds Leveraged $2,000,000
$Anticipated Program Income $350,000	Other (Describe)
Total Funds Leveraged for CDBG-based Project(s) $24,773,225	
Home Investment Partnerships Program	14.239 HOME
New Construction, Rehabilitation and Homeownership	City of Las Vegas, Nevada
$1,594,532 — $Additional HUD Grant(s) Leveraged	Describe State Low Income Housing Trust Fund (LIHTF)
$Additional Federal Funds $10,188,758	$Additional State Funds $852,135

$Locally Leveraged Funds $4,853,414?	$Grantee Funds Leveraged $50,000		
$Anticipated Program Income $0	Other (Describe)		
Total Funds Leveraged for HOME-based Project(s) $15,944,307			
Housing Opportunities for People with AIDS	14.241 HOPWA		
Housing Assistance, Supportive Services and Administration	Clark County, NV (Las Vegas EMSA)		
$1,133,597	$Additional HUD Grant(s) Leveraged	Describe Ryan White, COC	
$Additional Federal Funds Leveraged $1,808,029	$Additional State Funds Leveraged $417,280		
$Locally Leveraged Funds $1,850,029	$Grantee Funds Leveraged $150,000		
$Anticipated Program Income $0.00	Reprogrammed Funds		
Total Funds Leveraged for HOPWA-based Project(s) $4,225,353			
Emergency Shelter Grants Program	14.231 ESG		
Operations, Essential Services and Administration		City of Las Vegas, NV	
$363,397	$Additional HUD Grant(s) Leveraged	Describe CDBG,	
$Additional Federal Funds Leveraged $2,000,000	$Additional State Funds Leveraged $345,495		
$Locally Leveraged Funds $1,661,827	$Grantee Funds Leveraged $250,000		
$Anticipated Program Income $0.00	Other (Describe)		
Total Funds Leveraged for ESG-based Project(s) $4,257,322			
Congressional Districts of:	Is application subject to review by state Executive Order 12372 Process?		
Applicant Districts		Project Districts	
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.	Yes	This application was made available to the state EO 12372 process for review on DATE	
	No **X**	Program is not covered by EO 12372	
Yes / No **X**	N/A	Program has not been selected by the state for review	
Person to be contacted regarding this application			
Stephen K. Harsin, AICP			
Director, Parks, Recreation and Neighborhood Services	702-229-2330		
sharsin@lasvegasnevada.gov	www.lasvegasnevada.gov		
Signature of Authorized Representative		05/15/14	

Executive Summary

This Action Plan presents the housing and community development activities which will be undertaken by the city of Las Vegas (City) for the Federal Fiscal Year of July 1, 2014 through June 30, 2015 (2014-2015). The Federal programs that primarily fund these activities include the Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), Home Investment Partnerships (HOME) program and Housing Opportunities for Persons with AIDS (HOPWA) programs. The program goals include provision of decent housing, a suitable living environment, and expanded economic opportunities.

Preparation of the 2014-2015 Action Plan included multiple opportunities for citizen input and comment. The City held one (1) public hearing for non-profit organizations, and government agencies regarding the allocation of federal funds. The draft 2014-2015 Action Plan was made available to the public through advertisement in the local newspaper on April 10, 2014- for a 30-day public review and comment period until May 12, 2014 (Attached). The draft plan was made available in print form at the Parks, Recreation and Neighborhood Services Department (PRNS). A public hearing to solicit public comments on the draft plan and approve the draft plan was held at the City Council meeting on May 7, 2014. The final plan will be available to the public on the City's website at www.lasvegasnevada.gov and in print form at the Parks Recreation and Neighborhood Services Department (PRNS).

City of Las Vegas Vision

A world-class, vibrant, affordable, economically and ethnically diverse, progressive city where citizens feel safe, enjoy their neighborhoods and access their city government.

City of Las Vegas Priorities

1. Thriving & Sustainable Business Community
2. Safe & Healthy City
3. Comprehensive Fiscal Stewardship
4. Community Pride
5. Excellent Customer Service
6. Organizational Excellence

In support of the City's vision and priorities, the Consolidated Plan and Action Plan include housing and community development activities which:

- Create more affordable rental and owner-occupied housing opportunities for its citizens; Support diverse, safe, sustainable and livable neighborhoods through improvements to housing, public facilities, infrastructure, and services;
- Provide public facilities and services that promote healthy lifestyles for the community ensuring access and availability to the disabled, homeless, low-income residents, seniors, and youth;
- Promote open government by providing its citizens with extensive public input and comment opportunities regarding the Consolidated Plan and Action Plan;
- Provide and Improve the city's affordable housing stock, public facilities, parks and infrastructure and provide a safe environment for City residents, businesses, and visitors; and
- Revitalize and invigorate the City's urban core and surrounding neighborhoods.

City of Las Vegas Available Resources

The 2014-2015 Action Plan Federal funding sources, funding amounts and administrative expense limitations are shown in Table 1 and in Attachment 3.

City of Las Vegas

Estimated Total Annual Federal Entitlement = $7,715,989 (FY2014-2015)

CDBG (85% for CLV Programs, Projects, Admin)	$3,930,794	$4,624,463	$7,715,989
CDBG (15% for Public Service)	$693,669		
HOPWA (3% for Administrative Costs)	$34,007	$1,133,597	
HOPWA (97% for Public Service)	$1,099,590		
ESG (7.5% for Administrative Costs)	$27,254	$363,397	
ESG (92.5% for Public Service)	$336,143		
HOME (10% for Administrative Costs)	$239,180	$1,594,532	
HOME (90% for Projects)	$1,355,352		

City of Las Vegas Programs, Projects, and Administration (NON-DISCRETIONARY) - Admin includes CLV program staff salaries, supplies, equipment, etc.

FUNDING	APPLICANT			
CDBG	CLV - Single Family Rehab Program (Subrecipients)	All Wards	$135,000	Administrative
CDBG	CLV - Bond Payments Stupak Community Center	All Wards	$1,521,925	Administrative
CDBG	CLV - Future CIP Construction projects	All Wards	$1,048,977	Administrative
CDBG	CLV - Code Enforcement (3 FTE Officer)	All Wards	$300,000	CLV Construction Set-aside
CDBG	CLV - Admin Costs (salaries for 12 FTE's)	All Wards	$924,892	Administrative
HOPWA	CLV - Admin Costs (contributes to salaries)	All Wards	$34,007	Administrative
ESG	CLV - Admin Costs (contributes to salaries)	All Wards	$27,254	Administrative
HOME	CLV - Admin Costs (contributes to salaries)	All Wards	$239,180	Administrative
		Totals	$4,231,235	

FUNDING	APPLICANT	PROJECT/PROJECT DESCRIPTION	WARD	TOTAL AMOUNT RECOMMENDED	PRIORITY CATEGORY
CDBG-PS	Helping Hands of Vegas Valley, Inc.	Provide transportation and food pantry items to frail, elderly clients.	All Wards	$29,100	SENIORS
CDBG-PS	Jewish Federation of LV - Senior Lifeline Program	Provide supportive services and homemaking to low income seniors to maintain independence.	All Wards	$58,000	SENIORS
CDBG-PS	Three Square - Senior Share	Provide food boxes twice a month to seniors with specific health care issues such as Heart, Diabetes & Hypertension	All Wards	$37,000	SENIORS
CDBG-PS	Rebuilding Together Southern Nevada - Event Day	Repair and rehabilitation of homes of low-income individuals and families. Operation funds.	All Wards	$13,060	SENIORS
		Total # of applicants 6	TOTALS	$137,160	

FUNDING	APPLICANT	PROJECT/PROJECT DESCRIPTION	WARD	TOTAL AMOUNT RECOMMENDED	PRIORITY CATEGORY
CDBG-PS	Catholic Charities of Southern NV	Provide transportation, clothing, Sheriff and Health cards for homeless to gain employment.	5	$35,000	HOMELESS/DIRECT SERVICES
CDBG-PS	Family Promise - Case Management/Supportive Services	Provide case management to prevent homelessness.	All Wards	$25,500	HOMELESS/DIRECT SERVICES
CDBG-PS	Goodwill Nevada	Provide job readiness and training skills to prevent homelessness.	All Wards	$15,000	HOMELESS/DIRECT SERVICES
CDBG-PS	Nevada Health Centers	Provide homeless healthcare and outreach	All Wards	$15,000	HOMELESS/DIRECT SERVICES
CDBG-PS	S.A.F.E. House	Provide emergency shelter and assistance to victims of domestic violence.	All Wards	$24,918	HOMELESS/DIRECT SERVICES
CDBG-PS	Salvation Army - Vocational Training Program	Provide emergency shelter and assistance to victims of domestic violence.	5	$15,000	HOMELESS/DIRECT SERVICES
CDBG-PS	St. Jude's Ranch for Children - NV Region	Provide housing and services to prevent homelessness. And counseling to high risk youth residing in transitional housing program.	5	$40,000	HOMELESS/DIRECT SERVICES
CDBG-PS	United States Veterans Initiative	Supportive services for Veterans and their families to prevent homelessness.	5	$48,000	HOMELESS/DIRECT SERVICES
CDBG-PS	WestCare - Community Triage Center	Increase beds from 36 to 48 for Community Triage Center for mental health and substance abuse issues for homeless.	All Wards	$20,000	HOMELESS/DIRECT SERVICES
CDBG-PS	Women's Development Center - Transitional Housing	Transitional and affordable housing for homeless families with children, and for low and very low-income clients.	3 & 5	$25,000	HOMELESS/DIRECT SERVICES
ESG	Catholic Charities of Southern NV	Provide rapid re-housing and case management in addition to shelter to prevent homelessness.	5	$83,803	HOMELESS/DIRECT SERVICES
ESG	Salvation Army - Vocational Training Program	Provide rapid re-housing and case management in addition to shelter to prevent homelessness.	5	$232,340	HOMELESS/DIRECT SERVICES
ESG	WestCare - Emergency Shelter	Provide emergency shelter to run away youth and homeless teens.	5	$15,000	HOMELESS/DIRECT SERVICES
		Total # of Applicants 16	Totals	$594,561	

FUNDING	APPLICANT	PROJECT/PROJECT DESCRIPTION	WARD	TOTAL AMOUNT RECOMMENDED	PRIORITY CATEGORY
CDBG-PS	Blind Center of Nevada Inc. - Yes I Can Program	Visually impaired/blind adults will learn new life and job skills to increase self-sufficiency and opportunities for employment.	All Wards	$47,500	SPECIAL NEEDS
CDBG-PS	Family and Child Treatment - Domestic Violence	Provide counseling to families who are victims of sexual assault, abuse or domestic violence.	All Wards	$30,591	SPECIAL NEEDS
CDBG-PS	Foundation for Positively Kids, Inc. - Services for Special Needs Children	Provide respite and childcare vouchers for families with medically fragile children.	All Wards	$15,000	SPECIAL NEEDS
HOPWA	Aid for AIDS of Nevada - AFAN Homeless Prevention Services	Provide short-term mortgage/rental/utility assistance and supportive services, and TBRA to clients with HIV/AIDS and their families.	All Wards	$737,533	SPECIAL NEEDS
HOPWA	Community Counseling Center - HIV Supportive Services	Provide supportive services, including counseling and case management, for clients with dual diagnosis of mentally ill and HIV.	All Wards	$50,000	SPECIAL NEEDS
HOPWA	Golden Rainbow	Housing facility operations, permanent housing placement and supportive services for people living with HIV/AIDS.	All Wards	$90,000	SPECIAL NEEDS
HOPWA	HELP of Southern Nevada - ERS	Provide food, bus, and cab vouchers and case management to HIV/AIDS clients.	All Wards	$107,057	SPECIAL NEEDS
HOPWA	Women's Development Center- HOPWA Housing Program	Affordable permanent housing and supportive services for people living with HIV/AIDS.	All Wards	$115,000	SPECIAL NEEDS
		Total # of applicants 8	TOTALS	$1,192,681	

FUNDING	APPLICANT	PROJECT/PROJECT DESCRIPTION	WARD	TOTAL AMOUNT RECOMMENDED	PRIORITY CATEGORY
CDBG-PS	Boys & Girls Clubs of LV - College Bound	Provide a college prep and enrichment program for youth from grades 8-11 who are interested in attending college.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Boys Town	Provide group homes to homeless youth with emphasis on education and self sufficiency. - Lower score, not enough funds.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Clark County Law Foundation - Trial By Peers	Provide mock trials for first time youth offenders and training in all trial aspects for youth as peers.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Clark County Public Ed Foundation DBA The Public Education Foundation - Family Literacy Program	Provide literacy program to youth and their parents.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Discovery Children's Museum - Youthworks	Work program for low income youth that offers job skills training and life skills.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Future Smiles - City of Las Vegas Dental Program.	Provide at-risk children with dental care. - Lower score, not enough funds.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD

CDBG-PS	Las Vegas Natural History Museum - Field Trips	Provide at-risk students with field trips to the museum.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Rainbow Dreams Educational Foundation	Provide before and after school programs for children at their school.	All Wards	$15,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Southern NV Public Television Vegas PBS - Ready to Learn	Provide literacy program to youth and their parents.	All Wards	$20,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Spread the Word Nevada Kids to Kids - Youth and Family Literacy Program	Provide at risk students and their families with literacy program. At various at-risk schools in the city.	All Wards	$25,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Variety Early Learning Center - Tuition Assistance	Provide low-income working parents with childcare scholarships to attend pre-school.	5	$20,000	YOUTH/EARLY CHILDHOOD
CDBG-PS	Sunrise Children's Foundation - HIPPY Program	Provide at risk students and their families with in home pre-school program.	5	$15,000	YOUTH/EARLY CHILDHOOD
		Total # of Applicants: 14	TOTALS	$200,000	YOUTH/EARLY CHILDHOOD

FUNDING	APPLICANT	PROJECT/PROJECT DESCRIPTION	WARD	TOTAL AMOUNT RECOMMENDED	PRIORITY CATEGORY
HOME	Community Development Programs Center of Nevada	Laurelhurst Apartment - Proposal is the new construction of 60 one-bedroom apartments located on Westmoreland. (multi-year funded project including FY 14) $2.1 million project total.	All Wards	$961,785	Senior/Veterans Housing
HOME	Nevada H.A.N.D., Inc.	Vera Johnson Apartments B - Proposal is the acquisition and substantial rehabilitation of 112 two and three-bedroom townhouses. (multi-year project including FY 14) $1 million total.	All Wards	$300,000	Affordable Housing
~~HOME~~	~~Rebuilding Together~~	Veterans Home Repair – This activity would provide substantial home repair of up to $50,000 per home for up to ten (10) Veteran owned households.	~~All Wards~~	~~$93,567~~	~~Veterans Housing~~
		Total # of applicants 3	TOTALS	$3,650,000	

Table 2 below lists the required Community Housing Development Organization (CHDO) set-aside for the HOME program.

Table 2 – CHDO Set-Aside for the HOME Program

	HOME
2014-2015 Entitlement	$1,594,532
Minimum CHDO Set-Aside Percentage	15%
Minimum CHDO Set-Aside Amount	**$239,180**

Source: HUD, 2014

Table 3 below lists available matching funds for CDBG, HOME, HOPWA, and ESG programs.

Table 3 – Matching Funds Apps

	CDBG	HOME	HOPWA	ESG	Total Funding
Other Federal Funds Leveraged	$5,749,935	$10,188,758	$1,808,029	$2,000,000	**$19,746,722**
State of Nevada Funds Leveraged	$5,603,947	$852,135	$417,280	$345,495	**$7,218,857**
CLV Grantee Funds Leveraged	$2,000,000	$50,000	$150,000	$250,000	**$2,450,000**
Locally Leveraged Funds	$11,273,355	$4,853,414	$1,850,044	$1,661,827	**$19,638,640**
Total	**$24,627,237**	**$15,944,307**	**$4,225,353**	**$4,257,322**	**$49,054,219**

Source: Estimates based on 2014-2015 City of Las Vegas Grant Applications, State of Nevada Estimated Allocations

Table 4 shows available State of Nevada matching funds for affordable housing projects.

Table 4 - State of Nevada Matching Funds

Funding Source	Activity	Amount
Low-Income Housing Tax Credit (LIHTC) - 2014 Reservations	Affordable Special Needs, Family, and Senior Multi-family Housing Projects	$2,000,000
Low-Income Housing Trust Fund (LIHTF)	Affordable Single and Multi-family Housing Projects	$389,883
HOME Funds	Affordable Single and Multi-family Housing Projects	$413,448
	TOTAL	**$2,803,331**

Source: State of Nevada Housing Division, 2014

Table 5 shows City of Las Vegas Non-Federal matching funds for affordable housing projects.

Table 5 – Anticipated City of Las Vegas Non-Federal Matching Funds

Funding Source	Activity	Amount
Private Activity Bonds	Tax Exempt Bonds for Affordable Multi-family Housing Projects	$31,262,971
Redevelopment Agency 9 Percent (%) Set-Aside for Affordable Housing	Affordable Single and Multi-family Housing Projects	$6,000,000
	TOTAL	**$37,262,971**

Source: State of Nevada projected allocations, City of Las Vegas Allocations, 2014

Table 6 below lists the Southern Nevada Regional Housing Authority (SNRHA) estimated funding for FY 2014-2015.

Table 6 – SNRHA

Funding Source	Activity	Amount
Section 8 Program	Housing Choice Voucher Program / Designated Units	$101,925,684
Low-Income Public Housing Program	Family / Senior / Designated Senior / Scattered Site Housing (Capital)	$3,400,000
Affordable Housing Program	Non-Aided Affordable Housing Units	$4,430,00
	TOTAL	**$109,755,684**

Source: Southern Nevada Regional Housing Authority Agency

Leverage and Other Non-Federal Resources

Federal funds (CDBG, ESG, HOME, and HOPWA) used by the City for housing and community development projects and programs leverage funding from the following private and non-federal public resources:

- Clark County (CDBG, ESG, HOME, HOPWA)
- Foundations (CDBG, ESG, HOME, HOPWA)
- General Obligation Bond (CDBG)
- Low-Income Housing Tax Credit
- Private Activity Bonds
- Private Contributions
- Redevelopment Agency 9 Percent Set-Aside for Affordable Housing
- State of Nevada (HOME, LIHTF)

Affordable Housing Objectives and Outcomes

Affordable housing activities for 2014-2015 include rental housing subsidies through Tenant Based Rental Assistance (TBRA) programs, new multi-family and single family acquisition/rehabilitation programs, and single family rehabilitation programs (NSP Programs).

The City of Las Vegas administers home repair programs operated by non-profit agencies. Non-profit agencies receive funding to administer down payment assistance programs through the NSP program, and TBRA programs.

In addition, the City continues to administer Neighborhood Stabilization Program (NSP1 & NSP3) funds for the purpose of purchasing, rehabilitating and selling foreclosed homes and providing assistance with down payment. Our non-profit partners provide the down payment assistance (closing costs or mortgage buy-down) to eligible homebuyers as well as operate a scattered site rental program through the Housing and Economic Recovery Act (HERA) and as modified by the American Recovery and Reinvestment Act (ARRA).

A key component of both NSP1 and NSP3 is the programmatic requirement that 25% of all funds must be utilized for households earning 50% AMI or less. Our currently approved Analysis of Impediments to Fair Housing 2010-2015 indicates that parts of Ward 3 and Ward 5 are over saturated with affordable housing projects. We are utilizing NSP1 and NSP3 to provide scattered site housing (rental housing) in Wards 1, 2, 4 and 6 to accomplish a goal of producing affordable and safe housing outside the boundaries of high minority and low income concentrated areas. The housing objectives, which are consistent with the 2010-2015 Consolidated Plan, will expand the supply of affordable renter and owner housing for low-income and very low-income households.

Analysis of Impediments - Furthering Fair Housing

The city of Las Vegas updated its Analysis of Impediments to Fair Housing (AI) in 2010. The entire AI is available at: www.lasvegasnevada.gov.

Summary of Las Vegas Impediments to Fair Housing Choice:

- Lack of Awareness about fair housing/reporting violations
- Lack of accessible housing/accessibility
- Discrimination
- Affordable Housing Concentration
- Lack of affordable housing

The state of fair housing in the City of Las Vegas exemplifies many positive aspects:

- In general, the key persons interviewed for this AI said that discrimination is not a major problem in the City; instead the major problem is a lack of affordable housing.
- The distribution of affordable rental and single family housing throughout Clark County tends to be relatively even. Although some areas have a disproportionate share of affordable housing stock, the disparity is not great.
- Survey respondents did not identify major problems with the equality of City services in the City.
- Most people feel that the City has been working hard to mitigate fair housing barriers and is doing a decent job.

Table 8 below identifies AI policies and objectives the city has initiated as a result of the 2010-2015 AI.

Table 8 - City of Las Vegas Fair Housing Action Plan

Policy	Objective
Increase citizens' understanding of fair housing laws.	Implement a fair housing campaign targeted at the City's Hispanic or Latino, African American, families and disabled populations. Utilize radio, television, billboards/signage, and newspaper ads.
	Design and distribute fair housing materials to community centers, libraries, and social service providers.
	Maintain a portion of the City's website to fair housing, with a link to HUD's site that can be used to submit a fair housing complaint.
Improve landlords, property managers and Realtors knowledge of fair housing laws.	Implement an aggressive education and training program about fair housing issues for landlords and property managers.
	Provide fair housing regulations and educational material to the Greater Las Vegas Area Realtors Associations (GLVAR).

Policy	Objective
Reduce fair housing impediments for people with disabilities.	Dedicate funding to improve accessibility of the City for persons with disabilities. Specifically, continue to add curb cuts and improve the crosswalk signage in intersections that are often used by persons with disabilities.
	Dedicate funding to provide more accessible housing for persons with disabilities, through home modifications, rehabilitation, and new construction.
	Provide fair housing regulations and educational material to the Southern Nevada Home Builders Association as well as architectural and engineering professional associations to prevent fair housing violations early in the development process.
Work with the Southern Nevada Regional Housing Authority to ensure continued compliance with fair housing.	It is important that the City work with the Southern Nevada Regional Housing Authority to ensure that it is continuing to de-concentrate its public housing units to the extent possible and increase the number of units accessible to persons with disabilities.
Increase the City's role in fair housing.	Respondents to the fair housing survey suggested a stronger role for the city in mitigating fair housing. Although the San Francisco office of HUD receives and investigates fair housing complaints brought by Las Vegas residents, enforcement of Fair Housing Law is often more powerful and effective at the local level.
	Consider exploring the possibility of a joint agreement with other local government entities to support a local fair housing office including the hiring of a fair housing service provider using a portion of each entities federal entitlement grant funds.
	Maintain a portion of the city's website to fair housing, with a link to HUD's site that can be used to submit a fair housing complaint.
Better understand predatory lending problems and take actions to mitigate such activities if warranted.	The mail survey did not reveal that predatory lending activities were a major problem; however, interviews suggested that predatory lending is a growing concern in the City. The City should study the issue in more depth and determine if predatory lending is a significant problem.
Continue working with regional planning efforts to ensure an equitable distribution of affordable housing throughout the Greater Las Vegas Valley and improve regional public transit systems. Also, encourage the Southern Nevada Regional Planning Commission to put affordable housing and fair housing on their agenda.	

In 2013 the city of Las Vegas, along with Clark County, the city of North Las Vegas, Boulder City, Mesquite and the city of Henderson partnered with Southern Nevada Strong (SNS) to develop a Regional Analysis of Impediments. This document will identify the myriad of impediments faced by residents of Clark County as a whole and within each jurisdiction. It is anticipated that this analysis will be finalized in early 2015.

*The city of Las Vegas Housing Element, approved by city council in April 2013, addressed the current and prospective need for affordable housing in Las Vegas. The report concludes that t*he supply of affordable housing units in Las Vegas is adequate for households earning 100% AMI. The difficulty in the Las Vegas market at this time is the issue of credit worthiness and availability. Homes should remain affordable in the City for the foreseeable future given a reasonable rate of appreciation of 2 to 3 percent.

By implementing the recommendations of the AI and utilizing the city's Housing Element the goal of maintaining attainable and maintainable affordable housing will be achieved.

Homeless Prevention and Emergency Services Objectives and Outcomes

The 2014-2015 Action Plan provides funding for the continued operation of emergency shelter providers. Please refer to Table 1.

The City will use its Emergency Solutions Grant (ESG) funds to assist three of our local shelter operators with their programs. Additionally, ESG funds will be used for Rapid Re-housing and Homeless Prevention.

Community Development Objectives and Outcomes

The 2014-2015 Action Plan provides funding for several community development activities that benefit low and moderate-income persons. Public service funded programs include life skills, social services, and youth programs. Community development projects include sidewalk and ADA ramps and improvements and code enforcement activities.

Please refer to Table 1 above.

Evaluation of Past Performance

The following is an evaluation of the 2013-2014 Action Plan compared with this 2014-2015 Action Plan. The housing, homeless, and community development needs tables are attachments within the 2010-2015 Consolidated Plan.

The 2012-2013 Housing activities for the City of Las Vegas included the following

- Allocated CDBG funding to two sub-recipients that rehabilitated or completed minor home repairs on 37 housing units.
- The City completed a total of 2 new construction housing units.
- Will need to continue working with housing developers to increase the percentage of housing units designated to serve the low and extremely low-income population.
- No projects were completed or underway to construct permanent affordable housing to serve persons with severe mental illness, drug/alcohol problems, developmental disabilities, and physical disabilities.
- Overall, 46 renter and owner households were assisted.
- For 2012-2013 Homeless activities for the City of Las Vegas failed to meet the goal of providing enough permanent housing for all of the homeless in the city of Las Vegas.
- Provided sufficient prevention services using Homeless Prevention and Rapid Re-housing funds to prevent extremely low-income households who qualified from becoming homeless.
- Exceeded its goal in providing transitional housing and emergency shelter for homeless persons.
- Based on the goals, more support for the operations and maintenance of homeless facilities for homeless persons is needed.
- Exceeded its goal in providing food, employment, and transportation services for homeless persons.
- The ESG program leveraged a total of $6,966,733 in matching private sector, City, County, State, and other Federal funds.
- Overall, the City had a total of over 7,418 homeless encounters and a total of $126,178 in ESG funds was spent on homeless activities.

For 2012-2013 Community Development activities for the City of Las Vegas included the following:

- CDBG construction or improvement activities included street/sidewalk improvement project and a community park. The majority of public facilities and improvements met their one-year goals.
- Served a total of 10,486 youth.
- Served a total of 2,000 seniors.
- The total number of non-homeless persons with special needs served was 1,031.
- Overall, the total number of persons served with CDBG public services was 20,237.

General Questions

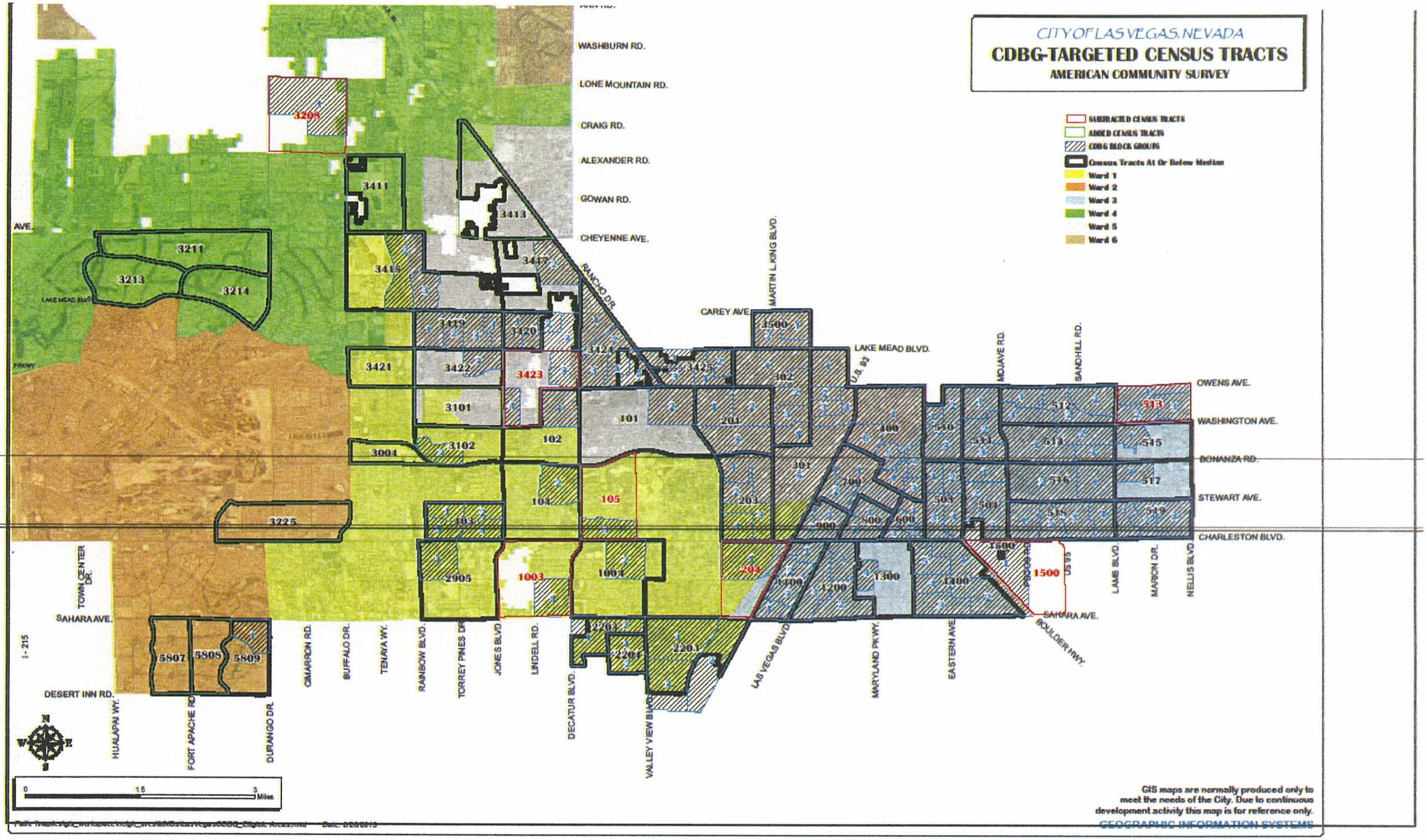
1. Geographic Areas of the Jurisdiction

For geographic information about the City, please refer to the Consolidated Plan and City of Las Vegas Community Profile publication which may be downloaded from the City's website at: http://www.lasvegasnevada.gov. Maps of the low and moderate-income and minority concentration areas are also included within the Consolidated Plan.

The following map shows the low and moderate-income areas of the city of Las Vegas that are eligible for CDBG, and HOME funding. Individuals who meet income eligibility limits for CDBG public service and HOME are eligible for grant services regardless of where they reside within the limits of the city of Las Vegas. Individuals who meet income eligibility limits for ESG and HOPWA are eligible for grant services regardless of where they reside within the limits of the Clark County, Nevada.

The city of Las Vegas utilized the American Community Survey data to develop the attached map.

Map 1 - City of Las Vegas Eligible Areas Map


CITY OF LAS VEGAS, NEVADA
CDBG-TARGETED CENSUS TRACTS
AMERICAN COMMUNITY SURVEY
SUBTRACTED CENSUS TRACTS
ADDED CENSUS TRACTS
CDBG BLOCK GROUPS
Census Tracts At Or Below Median
Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
Ward 6
WASHBURN RD.
LONE MOUNTAIN RD.
CRAIG RD.
ALEXANDER RD.
GOWAN RD.
CHEYENNE AVE.
CAREY AVE
LAKE MEAD BLVD.
OWENS AVE.
WASHINGTON AVE.
BONANZA RD.
STEWART AVE.
CHARLESTON BLVD.
SAHARA AVE.
DESERT INN RD.
RANCHO DR.
MARTIN L KING BLVD.
MOJAVE RD.
SANDHILL RD.
TOWN CENTER DR.
I - 215
OMARION RD.
BUFFALO DR.
TENAYA WY.
RAINBOW BLVD.
TORREY PINES DR.
JONES BLVD.
LINDELL RD.
DECATUR BLVD.
VALLEY VIEW BLVD.
LAS VEGAS BLVD.
MARYLAND PKWY.
EASTERN AVE.
BOULDER HWY.
LAMB BLVD.
MARION DR.
NELLIS BLVD.
HUALAPAI WY.
FORT APACHE RD.
DURANGO DR.
US 95
0 1.5 3 Miles
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 SYSTEMS

2. Basis for Allocation of Funding Geographically

The basis for allocating the City's investments geographically occurs during the Request for Applications (RFA) process. The City distributes the grant applications for CDBG, ESG, HOME, and HOPWA to eligible non-profit organizations. Included in each grant application package are copies of the Federal regulations pertinent to each program and a map showing the low and moderate-income CDBG targeted areas within the City (see Map 1). Grant applications must meet all City, State, and Federal regulations and must serve clients located within the City of Las Vegas, with the exception of HOPWA funds; which are available to eligible non-profit organizations that provide housing and services within Clark County, the Eligible Metropolitan Statistical Area (EMSA). While some CDBG projects are located outside the CDBG-eligible areas they are eligible as long as the project meets a national objective and is an eligible activity. For example, CDBG funds may be used to support a project that benefits a low-mod income limited clientele such as the disabled regardless of the location.

3. Meeting Underserved Needs

According to the Consolidated Plan, extremely low- and low-income households (30% to 80% AMI) of all types are underserved with respect to affordable housing. In order to overcome this gap, the City has included strategies to provide additional affordable rental and owner housing opportunities. This Action Plan includes projects that will fund the acquisition, rehabilitation and new construction of rental and owner housing units using federal funds to leverage state and private funding sources. According to the Consolidated Plan, senior and special needs housing and services are also underserved needs in the community. Projects serving senior and special needs housing and services are included in this Action Plan. Low and moderate-income persons are underserved in the areas of affordable childcare, employment opportunities, job training, youth activities, life skills, and social services. All public service programs included in this Action Plan address these underserved needs of low and moderate-income persons. The city's Housing Element Report also identifies the need for housing affordable to those below 80% AMI.

Managing the Process

1. Lead Agency

The City of Las Vegas, a HUD entitlement grantee, is the lead agency for administering programs and projects covered by the 2010-2015 Consolidated Plan and 2014-2015 Action Plan. PRNS administers these programs and projects. Other city departments involved in these programs and projects include Building and Safety, Business Development, City Attorney's Office, Field Operations, Finance and Business Services, Planning and Development, and Public Works. The City allocates CDBG, ESG, HOME, and HOPWA funding to over thirty-two different non-profit organizations. For a list of the organizations that will receive funding for this program year, please refer to Table #1.

2. Grant Funds Application and Action Plan Development Process

The city of Las Vegas utilizes two separate Request For Application (RFA) processes to aid in the development of viable communities by providing decent housing and a suitable living environment, principally for persons of very low, low and moderate income. Funding will be provided through the HUD CDBG, ESG, HOME and HOPWA programs. The city partners with non-profit agencies to assist in providing housing and community development activities, including public services. The city utilizes Zoomgrants, an online application process.

The Community Development Recommending Board (CDRB) is a 13 member citizen's advisory group, appointed by the City Council. CDRB members represent target neighborhoods and populations. The CDRB recommends to the City Council funding for the housing, homeless, and community development programs and projects that most effectively and efficiently meet community needs. All CDRB meetings are posted in public locations and open to the public.

HOME funding allocations did not go through the CDRB process. The PRNS Community Development unit utilizes an internal selection and review process to determine funding awards. The review team consists of city staff from Public Works Department- Architectural Services, Planning and Development Department, Finance Department, Economic and the Urban Development Department. Three (3) agencies were selected to receive 2014-2015 HOME funds (please refer to Table 1 above).

Planning activities adhere to the following steps:
Step 1 -Dissemination of Grant Funds information to agencies and individuals.
Step 2 -Identification of community development issues, needs, and concerns.
Step 3 - Formulation of community development goals and preliminary strategies.
Step 4 -Submission of project applications.
Step 5 -Project selection: Review of project applications by CDRB and staff, project recommendations of CDRB to the Las Vegas City Council, Public hearing before the Las Vegas City Council and final selection of projects for application submission to HUD.

3. Action Plan Amendments

Action Plan Amendments will be done for all new projects and activities that are not identified in this Action Plan. All identified construction projects that receive additional funding less than $500,000 will not be subject to the Action Plan Amendment Process. All CDBG, ESG and HOWPA projects that receive additional funding less than $50,000 will not be subject to the Action Plan Amendment Process.

Citizen Participation

Seven application workshops were held to provide technical assistance for non-profit organizations. Five CDRB meetings were held for the allocation of CDBG, ESG and HOPWA funds. Applicants are allowed to present their projects to the CDRB for five minutes. This is followed by five minutes of questions by CDRB members of applicants, including their projects. After all of the applicants have made their presentations, the CDRB recommends projects for funding.

For more details on the 2014-2015 program year public input process, see Table 9 below.

Table 9 – Action Plan Citizen Participation Schedule –

ACTION	DATE
Applications Release Date	December 2, 2013 7:00 a.m.
Application Workshop First Time Applicants	December 2, 2013 9 a.m. – 10:30 a.m.
Application Workshop First Time Applicants	December 2, 2013 10:30 a.m. – 12 p.m.
Application Workshop ESG	December 2, 2013 2 p.m. – 3:30 p.m.
Application Workshop CDBG PS Returning Applicants	December 2, 2013 3:30 p.m. – 5:00 p.m.
Application Workshop First Time Applicants	December 11, 2013 9:30 a.m. – 11 a.m.
Application Workshop First Time Applicants	December 11, 2013 11:00 a.m. – 12:30 p.m.
Application Workshop CDBG PS Returning Applicants	December 11, 2013
Applications Due Date	January 8, 2014 3:00 p.m.
Minimum Requirements Review	January 2014
CDBG, ESG & HOPWA Presentations to CDRB	February/March 2014
CDBG, ESG & HOPWA Recommendations CDRB	March 2014
City Council Approval of CDRB Recommendations (Public Hearing)	April 2, 2014
CLV Agreement Process	Begins after City Council Approval
Fiscal Year begins	July 1, 2014
Fiscal Year ends	June 30, 2015

Source: 2014-2015 CDRB Process

Development of the Action Plan

The City gathered information from the Southern Nevada Regional Housing Authority regarding public housing. The City worked closely with Clark County, City of Henderson, and City of North Las Vegas regarding the regional homeless plan to gather information for the homeless section of this plan. The plans and reports with website addresses used as references in drafting and completing this Action Plan are:

- Analysis of Impediments to Fair Housing Choice for the City of Las Vegas, BBC Research and Consulting – 2010 Currently available on the City's website.
- Analysis of the Las Vegas, Nevada Housing Market, HUD – 2009, http://www.huduser.org/publications/pdf/CMAR_VegasNV.pdf.
- Five-Year Capital Improvement Plan, City of Las Vegas – 2014-2018 http://www.lasvegasnevada.gov/Search/search_results.htm?cx=008847788064723652611%3Aptpztwxly1q&cof=FORID%3A11&ie=UTF-8&q=five+year+capital+improvement+plan&siteurl=www.lasvegasnevada.gov%2F&ref=&ss=14189j12900543j36.
- Five-Year Plan of the Housing Authority of the City of Las Vegas – 2008, http://snvrha.org/.

- FY 2005-2009 Clark County Consolidated Plan, 2010-2014 http://www.clarkcountynv.gov/Depts/admin_services/comresmgmt/Projects/Pages/CDBG5-YearPlan.aspx.
- Homes for Homeless Nevadans 10 Year Plan to Reduce Homelessness, City of Las Vegas – 2006 http://www.lasvegasnevada.gov/Search/search_results.htm?cx=008847788064723652611%3Aptpztwxly1q&cof=FORID%3A11&ie=UTF-8&q=Homeless+10+year+plan&siteurl=www.lasvegasnevada.gov%2F&ref=&ss=9501j8120145j26.
- Master Plan 2020 Policy Document, Housing Element, City of Las Vegas http://www.lasvegasnevada.gov/Search/search_results.htm?cx=008847788064723652611%3Aptpztwxly1q&cof=FORID%3A11&ie=UTF-8&q=housing+element&siteurl=www.lasvegasnevada.gov%2F&ref=&ss=3204j856614j15.
- Nevada Special Needs Housing Assessment, State of Nevada, http://housing.nv.gov/search.aspx?q=special%20needs&t=site.
- Nevada Housing Development Apartment Facts, State of Nevada – 2012 http://housing.nv.gov/search.aspx?q=apartment%20facts&t=site.
- Southern Nevada Community Assessment, United Way and Nevada Community Foundation http://www.uwsn.org/uploads/community_assessment/Southern%20Nevada%20Community%20Assessment%20%20070626.pdf.

Enhance Agency Coordination
The City continues to meet with Clark County, City of Henderson, and the City of North Las Vegas on a quarterly basis to discuss issues relating to CDBG, ESG, HOME, HOPWA, and Homeless projects. The discussions include joint projects, coordination of grant application cycles, consolidated plan updates, new project grand openings, new HUD program requirements, and other issues. The City works closely with Clark County and other local jurisdictions to ensure coordination of strategies and projects within the Consolidated Plan and Action Plan.

1. Citizen Participation Process Summary
Public hearings are the primary means by which individual citizens are able to provide input into the City of Las Vegas Grant Programs.

Public hearings continue to be the prime vehicle for eliciting public input. Public hearings will be held by the Las Vegas City Council for the purpose of formal presentation and/or adoption of the City's Federally Funded projects or programs and to hear citizen testimony.

All CDRB meetings are posted in public locations and open to the public.

2. Public Comments Received
NONE.

3. Efforts to Broaden Participation
See the Citizen Participation Plan Section on pages 18-23 of the Consolidated Plan.

4. Public Comments Not Accepted
NONE.

Actions to Develop Institutional Structure
PRNS is responsible for the administration of the Action Plan. The department administers the grant programs and allocates funding to both non-profit and for-profit organizations for their programs and projects. In the next program year, the department will continue existing partnerships and work to establish new partnerships with for-profit and non-profit organizations to address the City's housing and community development needs.

The Southern Nevada Regional Planning Coalition (SNRPC) is an organization that brings together all public jurisdictions, including the City, to coordinate policies and programs dealing with regional quality of life issues. These issues include air quality, homelessness, housing, population growth, public facilities, transportation, and water. PRNS, along with the city's Economic and Urban Development [will continue to participate in the SNRPC workforce housing and homeless committee meetings

The Southern Nevada Regional Housing Authority (SNRHA) is the public housing agency for the City of Las Vegas, City of North Las Vegas, City of Henderson and Clark County. The SNRHA is currently providing assisted housing for more than 17,000 low and moderate-income family members. The SNRHA consists of federally funded family developments, senior housing, scattered site housing, affordable housing units, and Section 8 housing choice vouchers.

Monitoring of Housing and Community Development Projects
Included in each of the City's subrecipient agreements is an "on-site monitoring" section. It stipulates that the program under the agreement will be subject to "on-site monitoring" by a City or HUD representative on a 24-hour notice during normal working hours. It also states that the representatives shall be granted access to all records pertaining to the Program. Representatives may, on occasion, request to interview program recipients who volunteer to be interviewed.

An additional section of the subrecipient agreement addresses access to records. It states that at any time during normal business hours, City or HUD representatives shall make the subrecipients' records, with respect to matters covered by the agreement available for audit, examination, and review. To ensure consistent and equitable monitoring, a monitoring procedures manual has been developed which includes a monitoring form (checklist) developed in compliance with federal regulations for use when staff conducts its visits to the agency or project site. This form addresses all the required certifications, insurance, legal documents, environmental review and is used to conduct a random sampling to confirm eligibility of clients, and that appropriate documentation of such is in their files. If the agency has any grant-funded employees, payroll tax returns and W-2's are checked to make sure they were completed and submitted to the IRS.

Evaluation and Reduction of Housing Units with Lead-based Paint Hazards
To receive direct housing assistance, the City requires that all housing units built prior to 1978 be inspected for lead-based paint hazards. The City's subrecipient agreements are subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning and elimination of lead-based paint hazards. The City's subrecipients must utilize a certified clearance technician to make a visual assessment and certify clearance examination for all properties built prior to 1978.
The City utilizes an XRF Analyzer for lead-based paint testing.

Housing Priorities and Specific Objectives
Please refer to Table 1.

Available Resources to Address Housing Needs
The City plans to use CDBG, ESG, HOME, and HOPWA funds to support housing activities for 2014-2015. Please refer to Table 1.

Needs of Public Housing

1. Public Housing Needs and Activities
Actions to Foster Public Housing Improvements
The SNRHA, an Accredited Management Organization, has a housing inventory which includes 19 conventional public housing developments. These units are owned and managed by the Housing Authority. Additionally, the Housing Authority owns and manages several scattered site properties (single-family homes) which are also part of the conventional public housing program. Of the 19 developments, 5 are designated senior developments, 5 are designated as elderly/disabled developments and 9 are designated as family developments. The SNRHA currently provides 2,870 public housing units to 7,606 residents under the conventional public housing program. The SNRHA also administers some 10,094 Housing Choice Vouchers (Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. The SNRHA maintains another 1024 Affordable Housing units which includes a multitude of scattered site properties under the Neighborhood Stabilization Program 1. In addition, the SNRHA owns a 60-unit public housing tax credit development called Otto Merida Desert Villas.

The Southern Nevada Regional Housing Authority has an annual budget of $137 million and has received approximately $20 million in ARRA funds.

In an effort to move public housing residents up the economic scale, the SNRHA participates in the Family Self Sufficiency (FSS) Program. Under this program, public housing residents and Section 8- Housing Choice Voucher participant are provided the means, through the coordination of public and private resources and supportive services, to becoming economically independent and self-sufficient. Supportive services required to achieve self-sufficiency are based on individual family needs and may include child care, transportation, education, job training, preparation, and counseling, substance/alcohol abuse treatment and counseling, life skills training and homeownership counseling. Thousands remain on the Section 8 –Housing Choice Voucher (HCV) and Public Housing waiting lists.

Assisted housing is housing that receives some form of federal, state or local financial assistance. This includes grants, loans, low-income housing tax credits, and industrial development revenue bonds. Assisted housing can be project based, where the housing unit itself is subsidized, or tenant based, where the assistance is given directly to the tenant who is then responsible for finding housing in the private market. Assisted housing includes the traditional public housing units that are funded by HUD as well as housing units that are managed by non-profit groups. In recent years, the Housing Authorities have expanded their parameters to serve people up to 80% of area median income, making housing for people at 30% of area median income increasingly scarce as housing authority units are rented to those over 30% of area median income.

Rehabilitation needs are primarily funded using the Capital Fund. Physical improvements are planned or underway at several sites such as Levy Gardens, James Down Towers, Espinoza Terrace, Landsman Gardens and Vera B. Johnson. There are plans to convert unit in several properties to provide wheelchair, hearing and visual accessibility.

The results of the recent physical needs assessment indicate that the physical conditions of certain developments are in need of considerable improvements. The majorities of these properties are over thirty years old and are in need of comprehensive modernization. The Capital Fund Program/modernization funding has experienced significant cuts in the last three years. The physical needs assessment indicates a significant funding need in order to ensure the public housing developments remain a viable housing option for low-income persons.

2. Housing Authority Performance
Not Applicable.

Barriers to Affordable Housing

1. Actions to Remove Barriers to Affordable Housing
The City plans to undertake the following actions during the next year to remove barriers to affordable housing:

- Assist affordable housing developers with the development process and how to obtain project building permits in a timely manner;
- Continue to participate in the Southern Nevada Regional Planning Coalition (SNRPC) workforce housing and homeless committee meetings;
- Continue to partner with community non-profit and for-profit housing developers;
- Explore incentives for developers of affordable housing such as density bonus, development fee waivers, and property tax abatements for a specified period of time;
- Explore partnership opportunities with the Southern Nevada Home Builders Association (SNHBA);
- Explore the creation of an inventory of existing real estate sites, including any potential development problems, and market these sites for affordable housing development;
- Explore using tax increment financing for infrastructure improvements and other site improvements in redevelopment areas to help attract developers to build affordable housing;
- Improve public infrastructure, facilities, parks, and safety in CDBG target areas to attract more affordable housing development;

HOME Down Payment Assistance

Note: The city of Las Vegas does not utilize its HOME funds for down payment assistance; however, the city does utilize NSP funds for down payment assistance.

1. Other Forms of Investment not Described in 24 CFR 92.205(b)
The City does not plan to use other forms of investment not described in 24 CFR 92.205(b).

2. Resale/Recapture Guidelines for HOME Funds

The City currently uses the recapture method for HOME funds for homeownership. The City uses the resale method for multi-family projects. According to 24 CFR Part 92.254(a)(5), the City may use either resale or recapture requirements on properties sold or refinanced that were assisted with HOME funds. The City uses recapture requirements for homebuyer and homeowner rehabilitation assistance projects with HOME funds. According to CFR 92.254(a)(5)(ii)(A)(3), the City may recapture all or part of the HOME funding if the housing does not continue to be the principal residence of the family for the duration of the period of affordability or if the homebuyer goes into foreclosure. The amount of HOME funds recaptured will depend upon the net proceeds obtained through the foreclosure or when the housing no longer was the principal residence of the family that was assisted.

The State of Nevada's Housing Division currently imposes a 20-year affordability period for any affordable housing project funded with HOME funds that it receives from HUD (State HOME funds). The State of Nevada has imposed a 30-year affordability requirement for LIHTF-assisted projects.

3. Refinancing Guidelines

The City does not plan to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds.

HOMELESS

Specific Homeless Prevention Elements

Sources of Funds

The City of Las Vegas plans to use a total of $594,561 in Federal funds for a range of programs that help address homelessness. This includes CDBG and ESG funds. These programs will be utilized by local non-profit organizations that provide assistance to homeless persons, homeless families, and help to prevent homelessness. HOPWA funds are also used to assist clients from becoming homeless, please see the HOPWA section for those funds.

The City plans to address the specific objectives of the strategic plan and priority needs through several programs that help to address homelessness. Please refer to Table 1 for a project description, specific objective, performance measure, and outcome of each proposed program that addresses homelessness.

The Southern Nevada Regional Planning Coalition (SNRPC) Committee on Homeless (CoH) is the governing body for the all homeless services and activities in the Southern Nevada Region. The SNRPC CoH is responsible for: the development and bi-annual evaluation of a regional homeless plan; yearly strategic and implementation planning; the annual homeless census; regional coordination; inclement weather shelter; HMIS; system evaluation, HEARTH Act implementation and Southern Nevada Continuum of Care (SNCoC) activities. CLV is a member of the SNRPC CoH and SNCoC and has been a part of developing and implementing the "Help Hope Home: Southern Nevada's Regional Plan to End Homelessness". The Plan includes strategies, action steps, and outcomes for ending homelessness in Southern Nevada. For more information, please refer to the plan on the regional homeless website which is available online at http://www.helphopehome.org/index.html.

There are several challenges addressing homelessness. 1. Chronically homeless individuals with mental illness or addictions sometimes opt to live in unstructured environments and often refuse assistance. 2. There is a greater need for treatment services for the mentally ill and substance abuse homeless subpopulations due to the increased population; however, there are not enough services to meet the demand. For additional potential obstacles for the Las Vegas community, please refer to the SNCoC plan online at http://helphopehome.org/.

CLV supports the regional plan and includes the following SNCoC Performance and Strategic Planning Objectives in the CLV plan:
Objective 1: Increase progress towards ending chronic homelessness
Objective 2: Increase housing stability
Objective 3: Increase project participants income
Objective 4: Increase the number of participants obtaining mainstream benefits
Objective 5: Using rapid re-housing as a method to reduce family homelessness

2. Chronic Homelessness

The CoH also over sees the Continuum of Care (CoC) funds where a majority of these funds are targeted to end chronic homelessness. For the regional action steps related to chronic homelessness, please refer to the COC Plan which is available online http://helphopehome.org/.

Barriers include the fact that available resources for the Homeless are not enough to sustain the increased demand by the homeless population for the assistance, services, and shelter beds. Increased housing costs have decreased the supply of permanent affordable housing units for those households making the transition to permanent housing.

3. Homelessness Prevention

Las Vegas' challenges are particularly acute as it is home to both the highest unemployment and foreclosure rates in the nation. Increased prevention assistance is critical to meet the growing demand. Over the next year, CLV is planning to leverage and fund several programs that provide assistance to individuals and families at risk of becoming homeless. Homeless prevention activities include tenant-based rental assistance, short-term rent and utility assistance, emergency food and resources assistance, transportation assistance, and other essential services.

CLV's action steps are stated in the Homeless Strategic Plan section of the Consolidated Plan. Please also refer to the regional action steps related to homelessness prevention; please refer to the regional Implementation Plan which is available online at http://helphopehome.org.

4. Discharge Coordination Policy
CLV will continue to work with Clark County and the State of Nevada on the community-wide Discharge Coordination Policy. For more information, please refer to the regional discharge coordination portion in the SNCoC Plan which is available online http://www.helphopehome.org/.

Emergency Solution Grants (ESG)

CLV will continue to utilize its ESG funds to provide emergency shelter, homeless prevention, rapid re-housing activities and administrative dollars for eligible costs. HMIS costs in the FY 12/13 Action Plan are to be used over a period of two years.

The ESG allocation to the CLV for FY13/14 is $363,397. The CLV will allocate funding through a formal application process with the budget priorities outlined below:

$211,143	Rapid Re-housing Activities
$ 75,000	Emergency Shelter Operations
$ 45,000	Homelessness Prevention Activities
$ 5,000	HMIS
$ 27,254	Administrative Costs

The following is a description for each of the activities and CLV's specific percentages and dollar figures for each category.

1. ***Rapid Re-housing:*** The goal is to help homeless individuals and families who are literally homeless, living on the streets or in an emergency shelter, transition as quickly as possible into permanent housing and then help them achieve stability in that housing. The assistance would include moving costs, rental application fees, security deposit, last month's rent and utility deposits/payments. Services would include housing search and placement, case management. Activities include the provision of housing relocation and stabilization services to individuals and families who are literally homeless. For FY 14/15, CLV proposes to spend $211,143 which is 58% of the total ESG budget.

2. ***Emergency Shelter:*** The purpose is to provide funding for essential services to individuals and families in emergency shelters, renovate buildings to be used as emergency shelters, and operating emergency shelters. Staff costs to operate related activities are also eligible. For FY 14/15, CLV proposes to spend $75,000 which is 21% of the total ESG budget.

3. ***Homelessness Prevention:*** The goal is to assist extremely low-income individuals and families at risk of becoming homeless (who are at or below 30% of AMI) and is moving into an emergency shelter or place not meant for human habitation. The assistance would include moving costs, rental application fees, security deposit, last month's rent, utility deposits and/or payments. Services would include housing search, placement and case management. Other activities include the provision of short and medium-term rental assistance. For FY 14/15, CLV proposes to spend $45,000 which is 12% of the total ESG budget.

4. ***HMIS:*** The purpose is to provide funding to ensure HMIS is in compliance with ESG requirements and provides for its intended use.

CLV also plans to use $27,254 (7% of the total budget, maximum allowed under the regulations for ESG) for administrative costs relative to the planning and execution of ESG activities. These costs include the overall costs of program management, coordination, monitoring and evaluation; and training on ESG requirements. For FY 14/15, CLV will not spend any ESG funds on outreach but will fund this activity from another funding source so that more funds can be used in the rapid rehousing and prevention categories.

Funding Priorities

CLV proposes to provide four of the five allowable activities. CLV prioritized rapid re-housing over the other components based on a current gaps analysis and community assessment study, apparent need and many other reports. The current emergency shelter system needs to be maintained to continue to provide for individuals falling into homelessness so that they are not out on the streets. However, the SNCoC is working to provide more homeless prevention activities and develop a rapid re-housing system. The Office of Regional Initiatives and Community Resources Management Division staff are working with shelters and transitional housing providers to see if any of their programs can be reconfigured to provide permanent supportive housing or rapid re-housing sites. Both are also working to better coordinate with Rapid Re-housing providers to link to programs that reduce average times in shelter.

As the federal government is strongly encouraging grantees to emphasize the rapid re-housing component, the Federal Plan to end chronic homelessness, and the limited amount of funding available, CLV is continuously working with regional efforts to develop its rapid re-housing system.

Community Development

1. Community Development Priority Needs

The City's priority non-housing community development activities for the public facilities and improvements category are identified in Table 10 below.

Table 10 - Public Facilities and Improvements Activities FY 2014-2015

Construction / Improvement Projects	Amount	Funding Source	Proposed # served
Future Sidewalk/ADA Ramps	$1,000,000	CDBG	Multiple sites
CLV Stupak Community Center Bond Payment	$1,518,625	CDBG	1
CLV Preservation Code Enforcement Officer (3 FTE)	$300,000	CDBG	3
Rebuilding Together Event day & Emergency Repairs	$125000	CDBG	75
James Seastrand Helping Hands – Emergency Repairs	$10,000	CDBG	15

2. Community Development Objectives

The City will address the specific objectives of the strategic plan and priority needs through several community development programs and projects. Table 10 above shows the community development activities, accomplishment types and goals that the City is proposing to complete in 2014-2015 by funding source.

Antipoverty Strategy

The City plans to fund several programs and projects with CDBG, ESG, HOME and HOPWA funds that will benefit poverty level families in the City of Las Vegas (family of four at or below $23,850, US Department of Health and Human Service - http://aspe.hhs.gov/poverty/14poverty.cfm). The Southern Nevada Regional Housing Authority (SNRHA) plans to fund programs that provide housing assistance to poverty level families within the City of Las Vegas. The City plans to continue to partner with local non-profit organizations, College of Southern Nevada, University of Nevada-Las Vegas (UNLV), local jurisdictions, Clark County, State of Nevada, and the private sector on programs and projects that create new jobs, provide job training, job placement, workforce development, and educational opportunities. The City plans to fund the programs and projects that provide assistance to and benefit poverty level families.

1. Non-Homeless Special Needs Priorities and Objectives

Programs and projects that will benefit the non-homeless special needs populations are all high priority needs.

Please refer to Table 1 for a project description for special needs category.

2. Non-Homeless Special Needs Resources

The City's housing and community development activities and resources for non-homeless special needs populations are included in the housing, homeless, and community development sections and projects designated for FY 14/15 are included in Table 1. The City is always looking for agencies to partner with to offer services to special needs clients.

Housing Opportunities for People with AIDS (HOWPA)

1. Las Vegas HOPWA Project Sponsors

Aid for AIDS of Nevada (AFAN)

Organization Description: AFAN has been in operation since 1984. AFAN's mission is to provide support and advocacy for persons and families living with HIV/AIDS in an environment of understanding, compassion, and acceptance. Activities: HOPWA funds are utilized primarily to prevent homelessness amongst HIV positive, disabled persons who are pending Social Security Disability (SSD). Short-term rent, mortgage, and utility assistance and supportive services are provided to prevent homelessness. Housing Placement Coordinator provides housing placement, resource identification and information. Tenant based rental assistance is provided through the Parent and Me and Singles program for HIV/AIDS clients and their families. AFAN has also added twenty (20) permanent affordable housing units to their program. Area of Service: Clark County EMSA

Program Contact: Antioco Carrillo, Executive Director

Community Counseling Center

Organization Description: Community Counseling Center has been in existence since 1990. Community Counseling Center is providing services to local residents in the areas of substance abuse, mental health intervention, family therapy, HIV/AIDS, Hepatitis C, and transitional housing. Activities: Provide supportive services including mental health services, case management, and counseling to qualified persons with HIV/AIDS and their families. Area of Service: Clark County EMSA Program Contact: Ron Lawrence, Executive Director

Golden Rainbow
Organization Description: Golden Rainbow is a grass roots organization that was founded in 1987 by members of the entertainment industry who saw the need to provide housing for people with HIV/AIDS. Golden Rainbow provides housing and direct financial assistance to men, women and children living with HIV/AIDS in Southern Nevada. Activities: Provide emergency assistance for rent, essential utilities and supportive services to qualified persons with HIV/AIDS and their families. Provide housing operations and supportive services of ten (10) permanent housing units. Area of Service: Clark County EMSA Program Contact: Lea Carasco-Zanini, Executive Director

HELP of Southern Nevada
Organization Description: HELP of Southern Nevada was founded in 1970. HELP of Southern Nevada's mission is to serve with care and assist families and individuals throughout Southern Nevada to overcome barriers and attain self-sufficiency through direct services, training, and referral to community resources. Activities: Provide food vouchers through HOPWA funding, as well as bus tokens, personal hygiene items and housing information funded through other grants. Maintain an affordable housing database and website for HIV/AIDS clients and the agencies that serve them. Area of Service: Clark County EMSA Program Contact: Terrie Stanfill-D'Antonio, Executive Director

Women's Development Center
Organization Description: Women's Development Center (WDC) was founded in 1987. WDC is committed to providing opportunities to economically disadvantaged families to secure transitional, permanent rental housing. WDC also provides supportive services to families to attain long-term self-sufficiency and combat "the cycle of poverty". Activities: Provides housing operations, project-based rental assistance and supportive services for HIV/AIDS clients and their families. Area of Service: Clark County EMSA Program Contact: Tina Prieto, Executive Director

2. Report on Actions Taken to Address Special Needs
Please refer to the most recent CAPER for the City of Las Vegas. www.lasvegas.gov.

3. Evaluation of Affordable Housing Progress
Please refer to the most recent CAPER for the City of Las Vegas. www.lasvegas.gov.

4. Report on HOPWA Accomplishments
Please refer to the most recent CAPER for the City of Las Vegas. www.lasvegas.gov.

5. Public and Private Resources Leveraged
Las Vegas HOPWA project sponsors have funding resources for their HOPWA projects from a range of funding sources. Table 11 below lists the amount of public and private resources leveraged for each HOPWA Project Sponsor.

Table 11 - Resources Leveraged by HOPWA Projects

	Organization / Project	Amount Leveraged
	Aid for AIDS of Nevada (AFAN) – Supportive Services	
	AFAN – Short-term Rent, Mortgage, and Utility Assistance and Supportive Services	
	AFAN – Parent and Me Program	
	AFAN – Permanent Housing Program	
	AFAN – Permanent Housing Placement	$1,502,597
	Community Counseling Center – HIV Supportive Svcs.	$164,400
	Golden Rainbow – Living with AIDS Program	$437,706
	HELP of Southern Nevada – Food Vouchers	$1,651,550
	Women's Development Center – HOPWA Housing	$319,100

6. Geographic Distribution of Funds

Project sponsor offices and housing units are located throughout the Las Vegas Metropolitan Area. Project sponsors provide assistance to clients that live within the Clark County EMSA, including City of Las Vegas, Clark County, City of North Las Vegas, and City of Henderson. HOPWA housing activities include project sponsor owned housing units for operations and maintenance, project-based and tenant-based rental assistance, short-term rent, mortgage, and utility assistance, and housing information and placement services.

7. Barriers Encountered and Actions in Response

Barriers Encountered include:

- Expensive land to build affordable housing for persons with HIV/AIDS and their families
- Lack of availability of properties that can be rehabilitated near hospital and medical facilities for affordable housing for persons with HIV/AIDS and their families
- Lack of housing development experience among HOPWA service providers
- Limited amount of available resources to provide housing assistance and supportive services to persons with HIV/AIDS and their families
- Lack of community support and NIMBYism (Not In My Backyard) towards special needs housing

For more information on barriers encountered by persons with HIV/AIDS, please refer to the Las Vegas EMA Ryan White Title I Planning Council Comprehensive Care Plan, which is available on their website at :http://www.lasvegasema.org/planningcouncil/needsandcare.html and in print form at the Ryan White Title I Planning Council Office, 333 N Rancho Drive, Suite 390, Las Vegas, NV 89106, or call (702) 933-9603.

Actions in Response to Barriers / Recommendations for Program Improvement include:

- Provide technical assistance as needed to HOPWA service providers
- HOPWA service providers are meeting on a regular basis to avoid duplication of services and to track their clients
- Seek additional funding resources for affordable housing projects and supportive services

- HOPWA project sponsors are increasing the number of special fundraising events and are getting the private sector involved to help fund their programs and projects
- For more information on the City's actions in response to barriers and recommendations, please refer to the most recent HOWPA CAPER for the City of Las Vegas. www.lasvegasnevada.gov

8. Community Trends

According to the Ryan White Transitional Grant Area (TGA) Planning Council 2013 Needs Assessment (TGA), there were 3,519 individuals with HIV and 3,842 individuals with AIDS in Clark County as of December 2012. The number of new diagnoses of HIV was 341 individuals in 2012 and AIDS was 203. The total living with HIV/AIDS in Clark County is 7,361, 83% are male and 17% are female.

According to HOPWA project sponsors, the number of new clients with HIV/AIDS and their families seeking assistance is increasing every month. HOPWA project sponsors are seeking additional HOPWA and other funding sources to meet this increasing demand of the HIV/AIDS population in Clark County. Despite the decreasing availability of funding, HOPWA projects sponsors will continue to work diligently to meet their program's annual performance measures.

For additional community trends information, please refer to the 2010-2015 City of Las Vegas Consolidated Plan and the Las Vegas EMA Ryan White Title I Planning Council Comprehensive Care Plan which is available in print form at the Ryan White Title I Planning Council Office, 101 Convention Center Drive, Suite 1125, Las Vegas, NV 89109, or call (702) 933-9603, or electronically at www.lasvegasema.org/supportingdocuments.html.

9. Evaluations, Studies, and Assessments

The City will continue to monitor all HOPWA project sponsors for program compliance and study performance measures, outputs, and outcomes. No additional evaluations, studies, and/or assessments of the HOPWA program are planned for the next program year.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Program Year 5 Specific HOPWA Objectives response:

The City plans to allocate HOPWA funds to several projects that provide housing assistance and supportive services to persons with HIV/AIDS and their families. Please refer to Table 1 for a project description of each proposed HOPWA project.

Attachment 1 - Consolidated Plan: The Tipping Point - Homeownership Affordability

Area Median Income - Household of Four (4) $ 63,100.00	Percent AMI	Annual Income	Monthly Income	Hourly Wage	Maximum Affordable Monthly Mortgage Payment
	10%	6,310.00	525.83	3.29	157.75
	20%	12,620.00	1,051.67	6.57	315.50
	30%	18,930.00	1,577.50	9.86	473.25
	40%	25,240.00	2,103.33	13.15	631.00
	50%	31,550.00	2,629.17	16.43	788.75
	60%	37,860.00	3,155.00	19.72	946.50
	70%	44,170.00	3,680.83	23.01	1,104.25
	80%	50,480.00	4,206.67	26.29	1,262.00
	90%	56,790.00	4,732.50	29.58	1,419.75
	100%	63,100.00	5,258.33	32.86	1,577.50
	110%	69,410.00	5,784.17	36.15	1,735.25
	120%	75,720.00	6,310.00	39.44	1,893.00
	130%	82,030.00	6,835.83	42.72	2,050.75
	140%	88,340.00	7,361.67	46.01	2,208.50
	150%	94,650.00	7,887.50	49.30	2,366.25

HUD Income levels based upon Clark County Median Family Income = $63,100 Assumes Maximum Mortgage Payment may not exceed 30% of income

Attachment 2 - Consolidated Plan: The Tipping Point – Rental Housing Affordability

Area Median Income - Household of Four (4) $63,100.00	Percent AMI	Annual Income	Monthly Income	Hourly Wage	Maximum Affordable Monthly Rent Payment
	10%	6,310.00	525.83	3.29	157.75
	20%	12,620.00	1,051.67	6.57	315.50
	30%	18,930.00	1,577.50	9.86	473.25
	40%	25,240.00	2,103.33	13.15	631.00
	50%	31,550.00	2,629.17	16.43	788.75
	60%	37,860.00	3,155.00	19.72	946.50
	70%	44,170.00	3,680.83	23.01	1,104.25
	80%	50,480.00	4,206.67	26.29	1,262.00
	90%	56,790.00	4,732.50	29.58	1,419.75
	100%	63,100.00	5,258.33	32.86	1,577.50
	110%	69,410.00	5,784.17	36.15	1,735.25
	120%	75,720.00	6,310.00	39.44	1,893.00

Attachment 3	Organization Name	CDRB Award	Proposed Clients	Project Type	Project Name	Project Description	Address	Leveraged program funds	Leveraged Funds	State Leveraged	Local Funds Leveraged
CDBG	Blind Center of Nevada, Inc.	$47,500	228	Special Needs	Yes I Can!	Visually impaired/blind adults will be provided social, recreational, and life skills to increase self-sufficiency and opportunities for employment.	1001 N. Bruce LV NV 89101	$152,500		$123,557	$28,943
CDBG	Boys & Girls Club of Las Vegas	$15,000	75	Youth/Early Childhood	Great Futures Vision - Formula for Academic Success	Provide low income youth with encouragement to graduate, adopt healthy lifestyle choices and become more involved in their community at the McCabe center.	2580 S. Lindell LV, NV 89126	$138,557			$138,557
CDBG	Boys Town Nevada	$15,000	18	Youth/Early Childhood	Family Home Program	Provide youth who have not thrived in the foster care system or come from abusive homes with housing and education.	821 N. Mojave LV, NV 89101	$1,440,204		$692,336	$747,868
CDBG	Catholic Charities of Southern NV	$35,000	2,633	Homeless Prevention	Catholic Charities CDBG	Provide case management for the Resident Empowerment Program to assist with transition to self-sufficiency, and management of the public restrooms.	1501 Las Vegas Blvd. N. LV, NV 89101	$545,000	$161,000	$91,424	$292,576
CDBG	Clark County Law Foundation	$15,000	113	Youth/Early Childhood	Trial By Peers	Provide first time youth offenders with a "trial by peers" which teaches them all aspects of the trial system and frees up the juvenile justice system.	725 S. 8th St. LV, NV 89101	$272,527			$272,527
CDBG	Clark County Public Education Foundation dba Public Education Foundation	$15,000	35	Youth/Early Childhood	Family Literacy Program	Provide language instruction and family education to ESL families with children K-3.	3360 W. Sahara Ste. 160 LV, NV 89102	$105,000			$105,000
CDBG	Discovery Children's Museum	$15,000	52	Youth/Early Childhood	YouthWorks	Provide low income youth job skills training and life skills.	360 Promenade Place LV, NV 89107	$157,186		$10,000	$147,186
CDBG	Family and Child Treatment of Southern Nevada	$30,591	38	Special Needs	FACT Domestic Violence Program	Provide intervention and treatment services for women, children, and their families who have been victims of sexual assault, abuse or domestic violence.	6431 W. Sahara #200 LV, NV 89146	$751,559	$314,110	$142,720	$294,729
CDBG	Family Promise	$25,500	7	Homeless Prevention	Community Partnership for Opening Doors	Provide case management, aftercare, and supportive services to homeless families to assist them in becoming self-sufficient.	PO Box 270128 LV, NV 89127	$121,239			$121,239
CDBG	Foundation for Positively Kids, Inc.	$15,000	60	Special Needs	Positively Kids School Based Health Services	Provide low income uninsured children with a range of health care services for developmentally delayed children.	3555 W. Reno Ave. Ste. F LV,NV 89118	$285,000			$285,000
CDBG	Future Smiles	$15,000	72	Youth/Early Childhood	City of Las Vegas Dental Initiative	Provide dental hygiene to low income children in partnership with the Clark County School District.	3074 Arville LV, NV 89102	$795,419			$795,419
CDBG	Goodwill Industries of SNV	$15,000	35	Homeless Prevention	Career Connections Tropicana Center	Provide case management and job readiness and training to prevent homelessness.	1280 W. Cheyenne NLV, NV 89030	$2,311,196	$139,500	$444,000	$1,727,696
CDBG	Helping Hands of Vegas Valley	$29,100	210	Seniors	Senior Transportation Program	Provide frail elderly clients with transportation to doctors, shopping, and social events.	2320 Paseo Del Parado B-112 LV, NV 89102	$507,588	$229,697	$207,519	$70,372

CDBG	Jewish Federation of Las Vegas	$58,000	177	Seniors	Las Vegas Senior Lifeline Program	to low income seniors to maintain independence.	2317 Renaissance Dr. LV, NV 89119	$562,862		$297,140	$265,722
CDBG	Las Vegas Natural History Museum	$15,000	1,445	Youth/Early Childhood	Children's Education Fund	Provide at risk elementary students field trips to the museum by paying for their bus transportation.	900 Las Vegas Blvd. N. LV, NV 89101	$824,700			$824,700
CDBG	Nevada Health Centers Inc.	$15,000	23	Homeless Prevention	Homeless Outreach - Healthcare and Supportive Svcs.	Provide healthcare to the homeless including dental.	1799 Mount Mariah LV, NV 89106	$810,000	$761,302	$33,321	$15,377
CDBG	Rainbow Dreams Educational Foundation	$15,000	63	Youth/Early Childhood	Dream Care Before & After School Prgm.	Provide students with before and after school enrichment programs to improve grades.	P.O. Box 34271 LV, NV 89133	$553,050			$553,050
CDBG	Rebuilding Together of SNV	$13,060	8	Seniors	Emergency Home Rehabilitation, Repairs and National Rebuilding Day	Repair and rehabilitate the homes of low-income seniors, the disabled, and families with children.	611 S. 9th St. LV, NV 89101	$966,940	$165,000		$801,940
CDBG	S.A.F.E. House	$24,918	100	Homeless Prevention	S.A.F.E. House Emergency Services Program	Provide emergency shelter to victims of domestic violence.	921 American Pacific Dr. #300 Henderson, NV 89014	$1,398,861	$389,202	$436,736	$572,923
CDBG	Salvation Army	$15,000	6	Homeless Prevention	Vocational Training	Provide case management, life skills, housing and supportive services to homeless clients.	2900 Palomino LV, NV 89107	$1,942,268	$1,554,484	$148,114	$239,670
CDBG	Southern Nevada Public TV Vegas PBS	$20,000	2,009	Youth/Early Childhood	Ready to Learn Early Literacy	Provide early literacy program to elementary children and their parents.	3050 E. Flamingo LV, NV 89121	$616,200		$350,000	$266,200
CDBG	Spread the Word Nevada Kids to Kids	$25,000	6,089	Youth/Early Childhood	Kids to Kids	Provide literacy program to low income youth and their families, specifically at Title 1 schools.	1075 American Pacific, Ste. B Henderson, NV 89074	$754,700			$754,700
CDBG	St. Jude's Ranch for Children of NV Region	$40,000	7	Homeless Prevention	Crossings Program for Transition Aged Youth	Provide transitional housing, life skills and case management for youth aged 18-25 to assist them with self-sufficiency.	200 Wilson Cir Boulder City, NV 89005	$434,040	$262,093		$171,947
CDBG	Sunrise Children's Foundation	$15,000	8	Youth/Early Childhood	HIPPY Program	Provide early intervention for families with 3-5 year old children to enhance cognitive and language development.	2795 E. Desert Inn Road LV, NV 89121	$225,190			$225,190
CDBG	Three Square	$37,000	142	Seniors	Senior Share	Provide low income seniors with chronic conditions like diabetes, hypertension and others with supplemental groceries twice a month.	4190 N. Pecos LV, NV 89115	$283,060			$283,060
CDBG	United States Veterans Initiative	$48,000	206	Homeless Prevention	Supportive Services for Veterans & Families (SSVF)	Provide outreach and prevention to homeless veterans and their families to obtain residential stability.	525 E. Bonanza LV, NV 89101	$1,493,040	$1,361,961		$131,079
CDBG	Variety Early Childhood Learning Center	$20,000	13	Youth/Early Childhood	Child Care Scholarship Tuition Assistance	Provide scholarships to enable low income children the ability to attend the child care program.	990 "D" Street LV, NV 89106	$1,198,338	$120,510		$1,077,828
CDBG	WestCare Nevada, Inc.	$20,000	477	Homeless Prevention	Las Vegas Community Triage Center	Provide the triage center with 12 additional beds to provide mental health, substance abuse and detox for homeless clients.	401 S. Martin Luther King LV, NV 89106	$2,706,212	$120,000	$2,536,540	$49,672
CDBG	Women's Development Center	$25,000	128	Homeless Prevention	Transitional Housing and Affordable Rental Program	Transitional housing for homeless families with children, and affordable rental units for low and very low-income clients.	4020 Pecos McLeod LV, NV 89121	$274,801	$171,076	$90,540	$13,185
								$22,627,237	$5,749,935	$5,603,947	$11,273,355

ESG	Catholic Charities	$83,803	5,475	Operations, Rapid Rehousing, Prevention	Emergency Solution	Provide emergency shelter for homeless men and partner with Shade Tree for women.	1501 Las Vegas Blvd. N., LV, NV 89101	$1,734,704	$1,000,000	$26,722	$707,982
ESG	Salvation Army	$232,340	279	Shelter Operations	Emergency and Day Resource Shelter	Provide overnight and day shelter to homeless clients.	PO Box 28369 LV, NV 89126	$1,700,241	$1,000,000	$135,400	$564,841
ESG	WestCare Nevada, Inc.	$15,000	750	Shelter Operations.	WestCare Emergency Shelter	Provide emergency shelter to runaway and homeless youth.	401 S. Martin L King Blvd. LV, NV 89106	$572,377	$0	$183,373	$389,004
ESG	City of Las Vegas - HMIS	$5,000	0	HMIS	HMIS Updates	Funds will be used to provide programmatic updates to HMIS	495 S. Main LV, NV 89101	$0			
								$4,007,322	$2,000,000	$345,495	$1,661,827
HOPWA	Aid for AIDS of Nevada (AFAN)	$737,533	484	STRMU, Supportive Services, Housing Operations, TBRA	AFAN Homeless Prevention Services	Short-term mortgage/rental/utility assistance, supportive services, housing assistance, tenant based rental assistance, and long term housing to clients with HIV/AIDS.	1120 Almond Tree LV, NV 89104	$1,502,597	$700,000	$78,000	$724,597
HOPWA	Community Counseling Center	$50,000	46	Supportive Services	HIV Supportive Services	Provide case management to HIV/AIDS clients and their families.	714 E. Sahara Ste. 101 LV, NV 89104	$164,400			$164,400
HOPWA	Golden Rainbow	$90,000	113	Supportive Services, Permanent Housing Placement, Housing Operations	Living with Aids Housing Program	Provide permanent housing placement assistance, housing operations, and supportive services to HIV/AIDS clients.	801 S. Rancho Dr. Ste. B-1B LV, NV 89106	$437,706	$135,666		$302,040
HOPWA	HELP of Southern Nevada	$107,057	76	Special Needs	HELP HOPWA Program	Provide food vouchers and bus passes to low income clients with HIV/AIDS.	1640 E. Flamingo #100 LV, NV 89119	$1,651,550	$860,005	$315,847	$475,698
HOPWA	Women's Development Center	$115,000	15	Supportive Services, Housing Operations	HOPWA Housing Program	Provide Project Based Rental Assistance, supportive services and housing operations to 6 clients with HIV/AIDS.	4020 Pecos McLeod LV, NV 89121	$319,100	$112,358	$23,433	$183,309
								$4,075,353	$1,808,029	$417,280	$1,850,044

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-11-2014 - Discussion for possible action regarding a Resolution Adopting the Name "Camino César Chávez" as a Ceremonial Street Name for that Portion of Pecos Road Located within the City's Jurisdictional Boundaries - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution will adopt the name "Camino César Chávez" as a ceremonial street name for that portion of Pecos Road located within the City's jurisdictional boundaries.

RECOMMENDATION:
It is recommended that the City Council consider and, if appropriate, approve the Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
Resolution No. R-11-2014

R-11-2014

RESOLUTION ADOPTING THE NAME "CAMINO CÉSAR CHÁVEZ" AS A CEREMONIAL STREET NAME FOR THAT PORTION OF PECOS ROAD LOCATED WITHIN THE CITY'S JURISDICTIONAL BOUNDARIES

WHEREAS, César Chávez was born March 31, 1927, on a small farm near Yuma, Arizona, that his grandfather homesteaded during the 1880's; and

WHEREAS, César's life as a migrant farm worker began at age 10, when his father lost the family's land during the Depression; and

WHEREAS, together with thousands of other displaced families, the Chávez family migrated throughout the Southwest, laboring in fields and vineyards, and César left school after the eighth grade to help support his family; and

WHEREAS, César joined the U.S. Navy in 1945, and served in the western Pacific during and to the end of World War II; and

WHEREAS, César was a National Labor Leader who founded a group that advocated for the rights of farm workers, acting to increase wages and improve the working conditions and safety of farm workers; and

WHEREAS, César was a National Civil Rights Leader who organized strikes and advocated for an end to violence, until legislators voted to make laws improving the lives of many individuals in America; and

WHEREAS, César spent a lifetime of social justice with the motto "Sí, Se Puede"; and

WHEREAS, César's work for the fair treatment of farm workers changed the lives of millions within the United States, as well as changing the nation itself for the better; and

WHEREAS, César's union history had future implications for unions within the City of Las Vegas, such unions creating opportunities for members, providing employers with well-educated employees, helping students obtain job skills, and providing a wonderful example of union-employer cooperation; and

WHEREAS, on August 8, 1994, César became the second Mexican-American to receive the Presidential Medal of Freedom, the highest civilian honor in the United States, with the award being presented posthumously by President William Jefferson Clinton; and

WHEREAS, in recognition of the foregoing, the City Council desires and declares it to be in the City's interest to adopt the name "Camino César Chávez" as a ceremonial street name for that portion of Pecos Road located within the City's jurisdictional boundaries; and

WHEREAS, a ceremonial street name serves as a complementary name for a street that allows for public recognition of a person, place or event without changing the actual name of the street for legal and other traditional purposes pertaining to street names.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. To adopt the name "Camino César Chávez" as a ceremonial street name for Pecos Road, between Charleston Boulevard and Owens Avenue.

2. To direct City staff to place appropriate signage along Pecos Road to reflect the action so taken. Such signage:

a. Shall be designed and installed in a manner that conforms to applicable guidelines and does not conflict with existing signage; and

b. May be paid for with funds other than City funds.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2014.

ATTEST:

CITY OF LAS VEGAS

_____ Date
Beverly K. Bridges, MMC
City Clerk

_____
Carolyn G. Goodman, Mayor

Approved as to form:

Val Steed 4-21-14

_____ Date
Val Steed,
Deputy City Attorney

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-12-2014 - Discussion for possible action regarding a Disposition and Development Agreement between the City of Las Vegas and JLC Nevada Operations, Inc., to sell and improve city-owned property located at 1000 West Owens (APN 139-21-803-008) and 900 West Owens (APN 139-21-806-001), commonly known as Nucleus Plaza - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this agreement is to effectuate job creation and economic development for the city. Current conditions at Nucleus Plaza include high vacancy levels and severe blight. A material consideration for the city agreeing to sell the property and agreeing on the purchase price is the buyer's commitment to improve the Eastern portion of Nucleus Plaza (under his current ownership) prior to closing escrow on the city-owned Western portion of Nucleus Plaza. The subsequent improvement of the Western portion shall occur after the close of escrow in accordance with the terms in the Disposition and Development Agreement.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-12-2014
2. Public Purpose/Impact Analysis
3. Site Map

RESOLUTION NO. R-12-2014

RESOLUTION CONSENTING AND FINDING THAT THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE PROPOSED SALE OF THAT CERTAIN PARCELS LOCATED AT 1000 W. OWENS AND 900 W. OWENS (APNS 139-21-803-008 AND 139-21-806-001) TO JLC NEVADA OPERATIONS, INC IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, NRS 268.063 authorizes the City of Las Vegas ("City") to sell, lease or otherwise dispose of real property for purposes of redevelopment and economic development without first offering it to the public and for less than fair market value, if the City Council of the City finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the City owns that certain improved real property that is located at 1000 W. Owens and 900 W. Owens in the City of Las Vegas, Clark County, Nevada, and identified with parcel numbers 139-21-803-008 and 139-21-806-001 (the "Property"); and

WHEREAS, JLC Nevada Operations, Inc. desires to acquire the Property in order to improve the Property and to operate the Property as an office project (the "Project"); and

WHEREAS, the Project will create in the City: (i) Twenty (20) direct jobs during the construction phase of the Project and (ii) Fifty (50) direct jobs, Four point Two (4.2) indirect jobs, and Eight point Three (8.3) induced jobs upon completion and opening of the Project; and

WHEREAS, the City Council of the City has considered the terms and conditions of the proposed sale of the Property in light of the statutory requirements; and

WHEREAS, the proposed sale of the Property is for amounts that are less than the highest appraised value of the Property and which are less than fair market value; and

WHEREAS, the proposed sale of the Property qualifies under the above-referenced statute for purposes of economic development since the Project will create opportunities for employment for residents of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City hereby finds and determines that the development of the Project is of benefit to the economic development of the City; and

RESOLVED FURTHER, the proposed sale of the Property, for amounts that are less than the highest appraised values of the Property, without first offering them to the public, and for amounts that are less than fair market value, is for the purpose of economic development and is in the best interest of the public;

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby agrees to sell the Property as set forth in the Disposition and Development Agreement with JLC Nevada Operations Inc. (attached hereto as Exhibit "A") and the Mayor of the City is hereby authorized and directed to execute the Disposition and Development Agreement for and on behalf of the City, and to execute any and all additional documents, and to perform any additional acts necessary to carry out the intent and purpose of the Disposition and Development Agreement.

PASSED, ADOPTED AND APPROVED THIS _____ of _____, 2014.

CITY OF LAS VEGAS

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Date
4-02-14

DISPOSITION AND DEVELOPMENT AGREEMENT

BY AND AMONG

CITY OF LAS VEGAS, NEVADA

AND

JLC NEVADA OPERATIONS, INC.

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (the "*Agreement*") is entered into as of the ____ day of _____, 2014 by and among the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("CITY") and JLC Nevada Operations, Inc., a Nevada corporation ("*Developer*"). CITY and Developer are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WITNESSETH:

WHEREAS:

A. CITY is the owner of the Property as described in Section 2 which is improved with an approximately 33,720 square foot one story office building.

B. CITY desires to sell the Property to Developer and Developer desires to purchase the Property from CITY.

C. The Property is subject to the Leases (defined below) and CITY shall assign the Leases to Developer and Developer shall assume the Leases as part of the sale and purchase of the Property.

D. The Property is adjacent to and contiguous to a one story office building owned by Developer and commonly known as 900 W. Owens Avenue, Las Vegas, Nevada 89106 (Parcel: 139-21-806-002) (the "*Developer Property*").

E. CITY and Developer mutually desire to enter into this Agreement to set forth their agreements as to (i) the sale and purchase of the Property, (ii) the agreed improvements to the Property to be completed by Developer and (iii) the agreed improvements to the Developer Property to be completed by Developer.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. The purpose of this Agreement is to effectuate job creation and economic benefit for the City. The development of the Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 Definitions.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*Assignment and Assumption*" means Exhibit "F" attached hereto to be entered into by CITY and Developer at Close of Escrow whereby CITY assigns and Developer assumes the Leases.

"*Cash Balance Due*" has the meaning set forth in Section 5.2.

"*City Council*" means the city council of the City of Las Vegas, Nevada.

"*Close of Escrow*" means the time when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 9.5.

"*Closing Date*" means August 31, 2014.

"*CITY*" has the meaning set forth in the preamble to this Agreement, and its permitted successors and assigns under this Agreement.

"*Deed*" has the meaning set forth in Section 9.3(a)(i).

"*Developer*" has the meaning set forth in the preamble to this Agreement, and its permitted successors and assigns under this Agreement.

"*Earnest Money Deposit*" has the meaning set forth in Section 5.2.

"*Effective Date*" has the meaning set forth in Section 19.

"*Employment Plan Policy*" means that City of Las Vegas Economic Development Projects Employment Plan Policy attached to hereto as Exhibit "G", as such may be amended from time to time.

"*Employment Plan*" means an employment plan for the construction of the Project pursuant to the Employment Plan Policy.

"*Escrow*" has the meaning set forth in Section 9.1.

"*Escrow Agent*" has the meaning set forth in Section 9.1.

"*Indemnitor*" has the meaning set forth in Section 8.

"*Information Return*" has the meaning set forth in Section 9.5(e).

"*Irrevocable Escrow Instructions*" has the meaning set forth in Section 6.7.

"*Leases*" means those leases of space in the Property attached hereto as Exhibit "H".

"*Non-Foreign Transferor Declaration*" has the meaning set forth in Section 9.3(a)(iv).

"*Party*" has the meaning set forth in the preamble to this Agreement.

"*Parties*" has the meaning set forth in the preamble to this Agreement.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"*Plans and Drawings*" has the meaning set forth in Section 6.3.

"*Project*" means the improvements to be completed to the Property pursuant to the Scope of Development.

"*Property*" has the meaning set forth in Section 2.

"*Purchase Price*" has the meaning set forth in Section 4.

"*Quitclaim Deed and Assignment of Leases*" has the meaning set forth in Section 6.7.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Schedule of Performance*" means the schedule of performance set forth as Exhibit "C" Attached hereto.

"*Scope of Development*" means the scope of development set forth as Exhibit "D" attached hereto.

"*Scope of Developer Property Improvements*" means those improvements to be completed by Developer to the Developer Property as set forth in Exhibit "E" attached hereto.

"*Property*" has the meaning set forth in Section 2.

"*Title Policy*" has the meaning set forth in Section 12.

2. THE PROPERTY. The "*Property*" is shown generally on Exhibit "A" and described more particularly in Exhibit "B", each of which are attached hereto. The Property collectively consists of approximately 114,563 gross square feet of land (which is approximately 2.63 gross acres) and is improved with a one story office building consisting of approximately 33,720 gross square feet.

3. PARTIES TO THE AGREEMENT

3.1 CITY. The office of CITY is located at 495 South Main Street, 6th floor, Las Vegas, Nevada 89101.

3.2 Developer. Developer is JLC Nevada Operations, Inc., a Nevada corporation. Developer's principal office is located at 1985 West Big Beaver Road, Suite 200, Troy, Michigan 48084. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "G", all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer. Developer shall provide CITY with written notification of any change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the CITY, and it is because of such qualifications and identity that CITY has entered into this Agreement with Developer. Developer and CITY agree that:

(a) No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

(b) Developer shall not directly or indirectly transfer or assign all or any part of this Agreement without the prior written approval of CITY, which approval may be withheld at CITY's sole discretion. Developer agrees that a transfer of the equity interests in Developer shall constitute a transfer or assignment of Developer's interest in this Agreement. Notwithstanding the

foregoing, Developer may transfer or assign this Agreement without obtaining CITY's prior written approval to an entity in which Developer has both a direct interest of at least seventy-five percent (75%) equity ownership and voting control as managing partner or managing member, so long as Developer promptly provides CITY with (i) written notice of the details of such transfer or assignment as well as documentation confirming that the transferee or assignee has agreed in writing to assume all of Developer's obligations hereunder and (ii) an updated Exhibit "G" disclosure of principals. Developer shall be in default of this Agreement and this Agreement may be terminated by CITY if there is any change (voluntary or involuntary) in the membership, management or control of Developer except as expressly provided herein.

(c) CITY shall have thirty (30) days after Developer (i) gives written notice to CITY of a proposed assignment or transfer to any other person, entity, investor, builder or developer requiring CITY's approval hereunder; and (ii) provides CITY with such information as reasonably required by CITY to make an informed decision to review and approve such assignment or transfer. Failure of CITY to disapprove any proposed assignment or transfer in writing within such thirty (30) day time period shall constitute approval thereof by CITY unless approval of the City Council is sought by CITY in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council.

4. ACQUISITION OF THE PROPERTY AND PURCHASE PRICE. CITY agrees to sell, and Developer agrees to purchase, the Property on the terms and conditions provided herein. The purchase price for the Property is Two Million One Hundred Twenty-Four Thousand Three Hundred Sixty Dollars ($2,124,360.00), less any customary prorations and, if applicable, any credits or adjustments in favor of Developer required by this Agreement, and is payable at the Close of Escrow in accordance with the provisions of Section 5 (the "*Purchase Price*").

5. PAYMENT OF THE PURCHASE PRICE. The Purchase Price described in Section 4 shall be paid as follows:

5.1 Earnest Money Deposit. Within three (3) business days after the Effective Date, Developer shall deposit in an escrow account ("*Escrow*") with Nevada Title Company, 3993 Howard Hughes Parkway, Suite 120 Las Vegas, Nevada 89169, Attention: Kristin Ravelo, Escrow Officer, as escrow agent ("*Escrow Agent*"), the sum of Two Hundred Twelve Thousand Four Hundred Thirty-Six Dollars ($212,436.00) which is referred to herein as the "*Earnest Money Deposit*". The Earnest Money Deposit shall be held, invested, applied and released in accordance with the terms of this Agreement, and shall be credited against the Purchase Price at the Close of Escrow.

5.2 Payment of the Purchase Price. The entirety of the remaining balance of the Purchase Price, after deduction of the Earnest Money Deposit, and after adjustment as otherwise provided for under this Agreement, including Developer's closing expenses as set forth in Section 13 (such balance, after such deduction, credit and adjustments, the "*Cash Balance Due*"), shall be paid into Escrow by Developer in immediately available funds.

6. PROPERTY DEVELOPMENT

6.1 Generally. Developer agrees that a material consideration in CITY agreeing to sell the Property to Developer and agreeing on the Purchase Price is Developer's agreement to improve both the Property and Developer Property as set forth in this Agreement. CITY and Developer agree that (i) the development on the Property will be as described on the Scope of Development and (ii) the development of the Developer Property will be as described on the Scope of Developer Property Improvements.

6.2 Financing. Prior to the Close of Escrow and no later than the time specified in the Schedule of Performance, Developer shall submit to CITY evidence satisfactory to CITY that Developer has firm and binding commitments for the equity capital and construction financing necessary for development of the Project. Such financing shall be subject to the approval of CITY which approval will not be unreasonably withheld, conditioned or delayed.

6.3 Development of the Property. CITY and Developer agree that it is their intent that the Property be improved in compliance with the Scope of Development and related documents except as changes may be mutually agreed upon between Developer and CITY. Any such changes shall be within the limitations of the Scope of Development. Prior to the Close of Escrow and within the time set forth in the Schedule of Performance, Developer shall prepare and submit to CITY for review and written approval the following plans, drawings, related documents and any subsequent revisions thereto ("*Plans and Drawings*"):

1. Final Architectural Plans;

2. Final Structural Plans;

3. Final Mechanical and Electrical Plans; and

4. Final Landscaping Plans.

CITY's approval shall be limited to the exterior elements of the Project. Developer agrees to construct the Project in substantial conformity with the approved Plans and Drawings. If Developer desires to make any material change to the Project after approval of the Plans and Drawings, Developer shall submit the proposed change to CITY for its approval. CITY shall notify Developer in writing within fifteen (15) days after receipt of its approval or disapproval. Such change in the Plans and Drawings shall, in any event, be deemed approved by CITY unless rejected in good faith, in whole or in part, by written notice thereof to Developer setting forth in detail the reasons therefor and such rejection shall be made within such fifteen (15) day period. The Property will be developed within the time schedule set forth in the Schedule of Performance. Any and all development on the Property will conform to the procedures and limitations contained in the zoning regulations and all applicable building and other codes as adopted by the City. Prior to the Close of Escrow, Developer shall secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work. The costs for such permits and approvals shall be borne by Developer. The Project shall be deemed complete by CITY upon CITY's review of before and after photos of the Property evidencing completion of the improvements, review of invoices evidencing completion of the improvements and review of canceled checks evidencing payment in full for the improvements to the Property.

6.4 Development of the Developer Property. Developer agrees that the sale of the Property to Developer is contingent upon Developer completing by no later than the Closing Date the Developer Property improvements as set forth in the Schedule of Developer Property Improvements. Developer agrees that the completion of the improvements to the Developer Property is a condition to CITY's obligation to the Close of Escrow and in the event Developer fails to complete the improvements to the Developer Property by the Closing Date, Developer shall be in default pursuant to Section 17.1. The Developer Property improvements shall be deemed complete by CITY upon CITY's review of before and after photos of the Developer Property evidencing completion of the improvements, review of invoices evidencing completion of the improvements and review of canceled checks evidencing payment in full for the improvements to the Developer Property.

6.5 Employment Plan Policy.

(a) The Parties agree that during the period prior to the Closing Date, Developer shall prepare and submit to the City the Employment Plan for approval by the City. The Parties agree that the submission and approval of the Employment Plan, along with the funding of the EP Incentive by Developer is a precondition to the Close of Escrow. Developer agrees to comply with the Employment Plan during the construction of the Project. In the event, the Parties cannot agree on the Employment Plan prior to the Closing Date, either Party may terminate this Agreement upon written notice to the other Party. Upon such termination, this Agreement shall automatically terminate and no Party shall have any further obligation or liability under this Agreement and the Earnest Money shall be refunded to Developer.

(b) Prior to the Close of Escrow, Developer shall deposit with the City the sum of Eighty One Thousand Five Hundred Sixty-Four dollars ($81,564) (the "*EP Incentive*"). The EP Incentive is equal to ten percent (10%) of the total value of the economic incentive being provided to Developer which is Eight Hundred Fifteen Thousand Six Hundred Forty dollars ($815,640). The Parties agree that the EP Incentive will be an incentive to Developer to meet the goals set forth in the Employment Plan approved by the City. If upon completion of the construction of the Project the goals of the Employment Plan are met, then it is the mutual intent of the Parties that the EP Incentive will be refunded to Developer. At such time as the Employment Plan is approved by the City, the Parties shall enter into an additional agreement as to the deposit of the EP Incentive with the City and the conditions for the payment of the EP Incentive to Developer.

6.6 Leases. At the Close of Escrow, Developer and CITY shall execute and deliver the Assignment and Assumption whereby CITY assigns to Developer, and Developer assumes, the Leases.

6.7 CITY Right to Repurchase, Reenter and Repossess.

(a) In addition to any other right and/or remedy available to it, the City shall have the additional right at its option to repurchase, reenter and take possession of the Property with all improvements thereon if, after the Close of Escrow, Developer fails to commence or complete construction of the Project as required by the Scope of Development and the Schedule of Performance. This is a condition subsequent and not merely a covenant. The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage of deed of trust. CITY agrees to enter into a subordination agreement reasonably required by Developer's first lender subordinating CITY's right to repurchase to Developer's acquisition and development loan. To exercise its right to repurchase, reenter and take possession of the Property, CITY or its nominee, shall pay to Developer the Purchase Price minus the following: (i) all fees associated with close of escrow and (ii) all amounts needed to repay any liens, claims, encumbrances or other security instruments held against the Property so as to enable the City to receive title to the Property free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

(b) For the purpose of implementing the provision of the Section 13, at the Close of Escrow, Developer will deliver to the Escrow Agent an executed and acknowledged Quitclaim Deed and Assignment of Leases for the Property, in the form of Exhibit "J". The deposit of this Quitclaim Deed and Assignment of Leases will be accompanied by Irrevocable Escrow Instructions in the form of Exhibit "K" directed to the Escrow Agent and signed by the Parties. If any of the events authorizing CITY to repurchase, reenter and take possession of the Property as provided in this Section 6.7, CITY may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) calendar days' prior notice to Developer, to record the Quitclaim Deed to the Property. If

the Developer completes construction on or before the time set forth in Schedule of Performance, the City shall join with the Developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

7. GENERAL REPRESENTATIONS AND WARRANTIES

7.1 CITY's Representations. CITY represents and warrants that as of the date hereof and the date of the Close of Escrow:

(a) CITY has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) By proper action of CITY, CITY's signatories have been duly authorized to execute and deliver this Agreement.

(c) The execution of this Agreement by CITY does not violate any provision of any other agreement to which CITY is a party.

(d) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CITY are necessary in connection with the execution of this Agreement by CITY or with the performance by CITY of its obligations hereunder or under any of the attached exhibits.

(e) Except for the Leases, there are no leases, encumbrances or options to lease or purchase affecting the Property.

(f) Attached hereto as Exhibit "H" are true and correct copies of the Leases and amendments thereto, if any.

(g) To CITY's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Property.

(h) To CITY's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Property or against CITY which would inhibit CITY's ability to perform its obligations under this Agreement.

(i) To CITY's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Property.

(j) To CITY's actual knowledge, the execution, delivery and performance of this Agreement by CITY will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CITY or the Property; or (ii) result in any lien, charge or encumbrance of any nature on the Property other than as permitted by this Agreement.

As used in this Agreement, the term "CITY's actual knowledge" means the actual knowledge of the City Manager of the City and/or the party signing the certificate required by Section 9.3(a)(v) below.

7.2 Developer's Representations. Developer represents and warrants to CITY that as of the date hereof and the date of Close of Escrow:

(a) Developer is a corporation duly organized and existing under the laws of the State of Nevada.

(b) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement and the.

(c) By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement.

(d) The execution of this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

(f) Neither Developer nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(g) To Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Developer which would inhibit Developer's ability to perform its obligations under this Agreement.

(h) To Developer's actual knowledge, the execution, delivery and performance of this Agreement will not conflict with or be in contravention of any provision of law, order, rule or regulation applicable to Developer.

8. BROKERS. Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

9. ESCROW

9.1 Escrow and Escrow Instructions. CITY and Developer agree to open an escrow account ("*Escrow*") with Nevada Title Company, 3993 Howard Hughes Parkway, Suite 120 Las Vegas, Nevada 89169, Attention: Kristin Ravelo as escrow agent ("*Escrow Agent*"), within three (3) business days after both Parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CITY and Developer, and a fully executed copy of the Agreement shall be delivered to Escrow Agent upon the opening of escrow. CITY and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to CITY and to Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

9.2 Developer's Escrow Deposits.

(a) Not later than one (1) business day prior to the Close of Escrow, Developer shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in an amount equal to the Cash Balance Due plus any prorations due from Developer pursuant to Section 13 below;

(ii) two (2) originals of the Assignment and Assumption Agreement duly executed and acknowledged by Developer;

(iii) the Quitclaim Deed duly executed and acknowledged by Developer.

(iv) the Irrevocable Escrow Instructions executed by the Developer.

(iv) developer's certificate signed by a manager of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(v) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) Developer shall deposit into Escrow the following fees, charges and costs after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not earlier than one business day prior to the scheduled date for the Close of Escrow:

(i) all of the premium and costs for the ALTA portion of the Title Policy and for any special endorsements to be paid by Developer as set forth in Section 12 below;

(ii) all of the state, county or city documentary transfer tax; and

(iii) all fees of Escrow Agent.

9.3 CITY's Escrow Deposits.

(a) Not later than one business day prior to the Close of Escrow, CITY will deposit with Escrow Agent the following:

(i) the Deed duly executed and acknowledged by CITY in the form attached hereto as Exhibit "I";

(ii) two (2) original copies of the Assignment and Assumption Agreement duly executed and acknowledged by CITY;

(iii) the Irrevocable Escrow Instructions executed by the Developer;

(iv) a non-foreign transferor declaration in customary form (the "*Non-Foreign Transferor Declaration*") duly executed by CITY;

(v) CITY's certificate signed by the President or a Vice President of CITY that all of CITY's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(vi) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(b) CITY shall be charged with the following fees, charges and costs after Escrow Agent has notified CITY of the amount of such fees, charges and costs, which shall be deducted from CITY's proceeds at the Close of Escrow:

(i) the recording costs for the Deed;

(ii) all of the premium and costs for the CLTA portion of Title Policy;

(iii) ad valorem taxes, if any, upon the Property for any time prior to conveyance of title; and

(iv) any prorations due from CITY pursuant to Section 13 below.

9.4 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

9.5 Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to:

(a) Record the Deed.

(b) Deliver to CITY by wire transfer or intrabank transfer funds in an amount equal to the Cash Balance Due plus the Earnest Money Deposit less the CITY's closing costs in accordance with Section 9.3(b) above.

(c) Deliver to each Party a fully executed counterpart original of the Assignment and Assumption of Leases.

(d) Deliver to Developer the Title Policy.

(e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "*Information Return*") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

(f) Hold the Quitclaim Deed and Irrevocable Escrow Instructions until completion of the development on the Property.

9.6 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to CITY: (i) a copy of the Deed as recorded; and (ii) the original of Developer's certificate as to its representations and warranties; and

(b) to Developer: (i) the original of the Deed as recorded; and (ii) plain copies of the real property transfer declaration; (vi) the original of the Non-Foreign Transferor Declaration; and (vi) the original of CITY's certificate as to its representations and warranties.

9.7 Funds. All funds received in Escrow shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Developer under this Agreement shall be for the benefit of Developer and applied to the Purchase Price.

9.8 Escrow Cancellation. If Escrow is not in a condition to close before the Closing Date, the Party who shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers and documents. The Party who has not fully performed shall be solely responsible for any escrow cancellation charges. No termination or demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to the other Party or Parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed in writing by both CITY and Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, Escrow shall be closed as soon as possible. Nothing in this Section 9.8 shall be construed to impair or affect the rights or obligations of CITY or Developer to the respective rights and remedies granted to them pursuant to Section 17 below.

9.9 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by both CITY and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from Escrow Agent to CITY or Developer shall be directed to the addresses and in the manner established in Section 18.5 below for notices, demands and communications between CITY and Developer.

9.10 Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 9 to 13, inclusive, of this Agreement.

10. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

10.1 Closing Date. Provided that Developer and CITY are not in default under this Agreement and all conditions precedent to the Close of Escrow have occurred, the Close of Escrow shall occur on or prior to the Closing Date.

10.2 Conditions to Developer's Obligation to Close. Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived prior to the Close of Escrow:

(a) CITY shall not be in violation of any of its material obligations under this Agreement, including, without limitation, CITY having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by CITY as required herein; and

(b) Escrow Agent is prepared to issue the Title Policy as required herein.

10.3 Conditions to CITY's Obligation to Close. Notwithstanding any other provision of this Agreement, CITY's obligation to proceed with the Close of Escrow is subject to the fulfillment or waiver by CITY of each of the conditions precedent described below, which are solely for the benefit of CITY and which shall be fulfilled or waived prior to the Close of Escrow:

(a) Developer shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Developer having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Developer as required herein;

(b) Developer has complied with the Schedule of Performance in all material respects;

(c) Developer has completed the improvements to the Developer Property as set forth in the Scope of Developer Property Improvements;

(d) All actions required of Developer under the Employment Plan prior to Close of Escrow have been completed, including the deposit by the Developer with the City of the EP Incentive; and

(e) Developer has submitted to CITY the evidence of financing availability as required by Section 6.2.

10.4 Possession. Possession shall be delivered to Developer concurrently with the conveyance of title.

11. CONDITION OF TITLE. CITY shall convey to Developer fee simple title subject (i) to those exceptions and matters shown on the Preliminary Title Report issued by Nevada Title Company dated as of March 14, 2014 as Order Number 14-03-0332-KR, subject to CITY obtaining and recording at Close of Escrow an instrument releasing Exception Number 15 on such title report and (ii) to the Leases.

12. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of closing, Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy in the amount of the Purchase Price issued by Escrow Agent insuring that title is vested in Developer and/or its assignee in the condition required by Section 11 of this Agreement (the "*Title Policy*"). CITY shall only be required to pay the CLTA portion of the title insurance and Developer shall pay the cost of the ALTA portion of the Title Policy and the cost of any special endorsements required by Developer. Developer shall be responsible for obtaining and paying for (i) anything required for the

issuance of an ALTA Title Policy, including, without limitation, any survey of the Property and (ii) the costs of any endorsements requested by Developer in addition to the standard CLTA coverage**.**

13. PRORATIONS. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Property with respect to the period prior to the Close of Escrow shall be for the account of CITY, and all revenues, income and expenses of the Property with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, CITY and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by CITY to Developer or by Developer to CITY, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either CITY or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

14. AS-IS SALE

14.1 Feasibility Review.

(a) Developer agrees and acknowledges that Developer has had completed a full and complete due diligence investigation of the Property and the feasibility of the development and operation of the Project on the Property, including, without limitation, any and all physical investigations of the Property as required by Developer. Developer acknowledges that it has had full and complete access to the Property at all times as required by Developer and has received the full and complete cooperation of CITY. Notwithstanding the foregoing, CITY agrees that Developer shall have the right to terminate this Agreement for any reason and obtain a refund of the Earnest Money Deposit in full upon written notice to CITY no later than May 30, 2014.

(b) As Is Nature of Transaction. Developer acknowledges and agrees that, other than the representations and warranties expressly stated in this Section 14.1(b) or in any document executed and delivered by CITY to Developer on the Closing Date (collectively, the "Express Representations"), CITY has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Property or any improvements thereon, (a) the value, nature, quality, or condition of any of the Property, including, without limitation, the water, soil, and geology, (b) the income to be derived from any of the Property, (c) the suitability of any of the Property for any and all activities and uses that Developer may conduct thereon, (d) the compliance of or by any of the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of any of the Property, (f) the manner or qualify of the construction or materials, if any, incorporated into any of the Property,(g) the manner, quality, state of repair, or lack of repair of any of the Property, (h) compliance with any environmental protection, pollution, land use, zoning, development, or regional impact laws, rules, regulations, orders, or requirements, including the existence in or on any of the Property of hazardous materials, (i) the sufficiency of any plans, plats, drawings, specifications, reports, studies, and/or documents assigned and/or delivered by CITY, (j) the sufficiency, completeness, compliance or the standard to which any improvements on or serving the Property were constructed, maintained or repaired, and (k) any other matter with respect to the Title Report, and/or the Property.

(c) Developer further acknowledges and agrees that, except for the express representations, Developer is relying entirely on Developer's own investigations and examinations as to any and all matters including, without limitation, the Title Report, and/or the Property. Developer acknowledges that it has performed any and all inspections Developer deems necessary or appropriate for Developer to be satisfied with the acceptability of the purchase and sale and other transactions contemplated by this Agreement. Developer further acknowledges that any information provided or made available to Developer by CITY, or its officers, employees, agents, brokers, representatives, or others was obtained from a variety of sources and that CITY has not made any independent verification of such information and, except for the express representations, makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available solely as a courtesy, and that Developer had the sole responsibility for determining the existence or nonexistence of any fact material to Developer's decision to consummate this Agreement. CITY is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to any of the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Developer acknowledges that, except for the express representations, its purchase of any of the Property hereunder is on an "as-is" "where-is" and "with all faults" basis without any implied warranties, and upon consummating any such purchase, Developer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the property acquired by Developer.

15. CONVEYANCE FREE OF POSSESSION. The Property shall be conveyed free of any possession or right of possession by any other person or entity except subject to the title matters set forth in Section 11 above, including, without limitation, the Leases.

16. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Property or any portion thereof. Developer shall be responsible for the payment of all permit fees and any other fees in connection with the development and construction of the Project. Developer acknowledges and agrees that CITY does not issue any permits or approvals related to the development and construction of the Project and that all such permits or approvals must be issued by the respective agency having approval authority.

17. DEFAULT AND REMEDIES

17.1 Developer Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Developer event of default hereunder:

(a) The failure by Developer to timely deliver (i) any installment of the Earnest Money Deposit as required by Section 5.1; (ii) the Cash Balance Due; or (iii) the deposits as required by Sections 9.2 and 9.4 above, unless such failure is as a result of the failure to be satisfied of one or more of Developer's conditions precedent to the Close of Escrow set forth in Section 10.1 above;

(b) The failure of Developer to complete the improvements to the Developer Property as required by Section 6.4.

(c) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets;

(d) Except for defaults pursuant to Section 17.1(a) above, the failure of Developer to perform any material act to be performed by it, including, without limitation) complying with the Schedule of Performance in all material respects, which failure is not cured by Developer within the relevant cure period set forth below. Developer shall cure any monetary default within five (5) business days after receipt of written notice from CITY. Developer shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CITY; *provided, however*, (i) that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then Developer shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion; and (ii) no such cure period shall in any way extend the Closing Date and Developer's obligation to close the purchase of the Property by the Closing Date; or

(e) Any of Developer's representations and warranties set forth in Section 7.2 above to be untrue in any material way as of the Closing Date.

17.2 CITY'S REMEDY. IN THE EVENT (A) THIS AGREEMENT IS TERMINATED PURSUANT TO SECTIONS 3.3, OR 9.8 OF THIS AGREEMENT; OR (B) AN EVENT OF DEFAULT BY DEVELOPER HAS OCCURRED PURSUANT TO SECTION 17.1 ABOVE, CITY MAY, BY WRITTEN NOTICE TO DEVELOPER AND ESCROW AGENT, TERMINATE THIS AGREEMENT AND RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS CITY'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY DEVELOPER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CITY AND DEVELOPER THAT CITY'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

CITY: _____

DEVELOPER: _____

17.3 CITY's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a CITY event of default hereunder:

(a) the failure of CITY to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement unless such failure is as a result of the failure to be satisfied of one or more of CITY's conditions precedent to the Close of Escrow set forth in Section 10.3 above; or

(b) any of CITY's representations and warranties set forth in Section 7.1 above shall be untrue in any material way as of the Closing Date.

17.4 Developer's Remedies. In the event of a default by CITY prior to the Close of Escrow, Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such default;

(b) to terminate this Agreement and on such termination CITY shall have no liability or obligation hereunder in which case (i) CITY shall pay to Developer the Earnest Money Deposit within ten (10) days of such termination; and (ii) CITY shall have no liability whatsoever to

Developer, including, without limitation, any liability for Developer's costs and expenses incurred in connection with its undertakings under the ENA or in any other way in connection with the Project; or

(c) to demand specific performance of CITY's obligations under this Agreement without an abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CITY for damages resulting from CITY's event of default.

18. MISCELLANEOUS PROVISIONS

18.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

18.2 Survival. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title shall survive the recordation of any deed and shall not be deemed merged into such deed.

18.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, subject to the provisions of this Agreement regarding assignment.

18.4 Non-Liability of City Officials and Employees. No official or employee of CITY or the City shall be personally liable to Developer for any default or breach by CITY, for any amount which may become due to Developer or for any obligation of CITY under the terms of this Agreement.

18.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; personal delivery; facsimile transmission or e-mail electronic submission, to the other Party at the following respective addresses, facsimile number or e-mail address or such other address, facsimile number or e-mail address as either Party may from time to time designate in writing:

If to CITY:
City of Las Vegas, Nevada
c/o Office of Economic and Urban Development
495 South Main St., 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: aramosking@lasvegasnevada.gov
Attn: Adrina Ramos-King

And:
City Attorney Office
495 South Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: tponticello@lasvegasnevada.gov

If to Developer: Jay L. Cooke
1985 West Big Beaver Road Suite 200
Troy, Michigan 48084
Phone: (248) 614-0066
Fax: (248) 614-8934
Email: jaycooke@crgproperties.com

18.6 Subsequent CITY Approvals. Any approvals of CITY required or permitted by the terms of this Agreement are authorized to be given by the President of CITY or such other person that CITY designates in writing to Developer. If there is no time specified herein for CITY's approval, Developer may submit a letter requiring CITY's approval within fifteen (15) days after submission to CITY or such approvals shall be deemed granted.

18.7 Entire Agreement, Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit "A" through Exhibit "K", inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All amendments hereto must be in writing and signed by the appropriate authorities of CITY and/or Developer. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CITY and/or Developer 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.

18.8 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.

18.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

18.10 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.

18.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

18.12 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

18.13 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified.

18.14 Construction. Each of the Parties acknowledges that it has been represented by legal counsel in the negotiation and delivery of this Agreement, and accordingly agree that this Agreement shall be interpreted and construed in accordance with its plain meaning and without reliance upon, or implication, inference or assumption arising from, the fact that this Agreement may have been drafted, in whole or in part, for or on behalf of any party hereto.

19. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY. This Agreement was approved on _____, 2014 by the City Council. The effective date of this Agreement shall be the date of CITY's approval of this Agreement as indicated on the signature page below (the "*Effective Date*").

[SIGNATURES ON THE NEXT PAGE]

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

CITY

CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada

By: _____

Name: Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City clerk

APPROVED AS TO FORM:

Michael Mindel

Date
4-23-14

DEVELOPER

JLC NEVADA OPERATIONS, INC., a Nevada corporation

By: _____

Name: _____

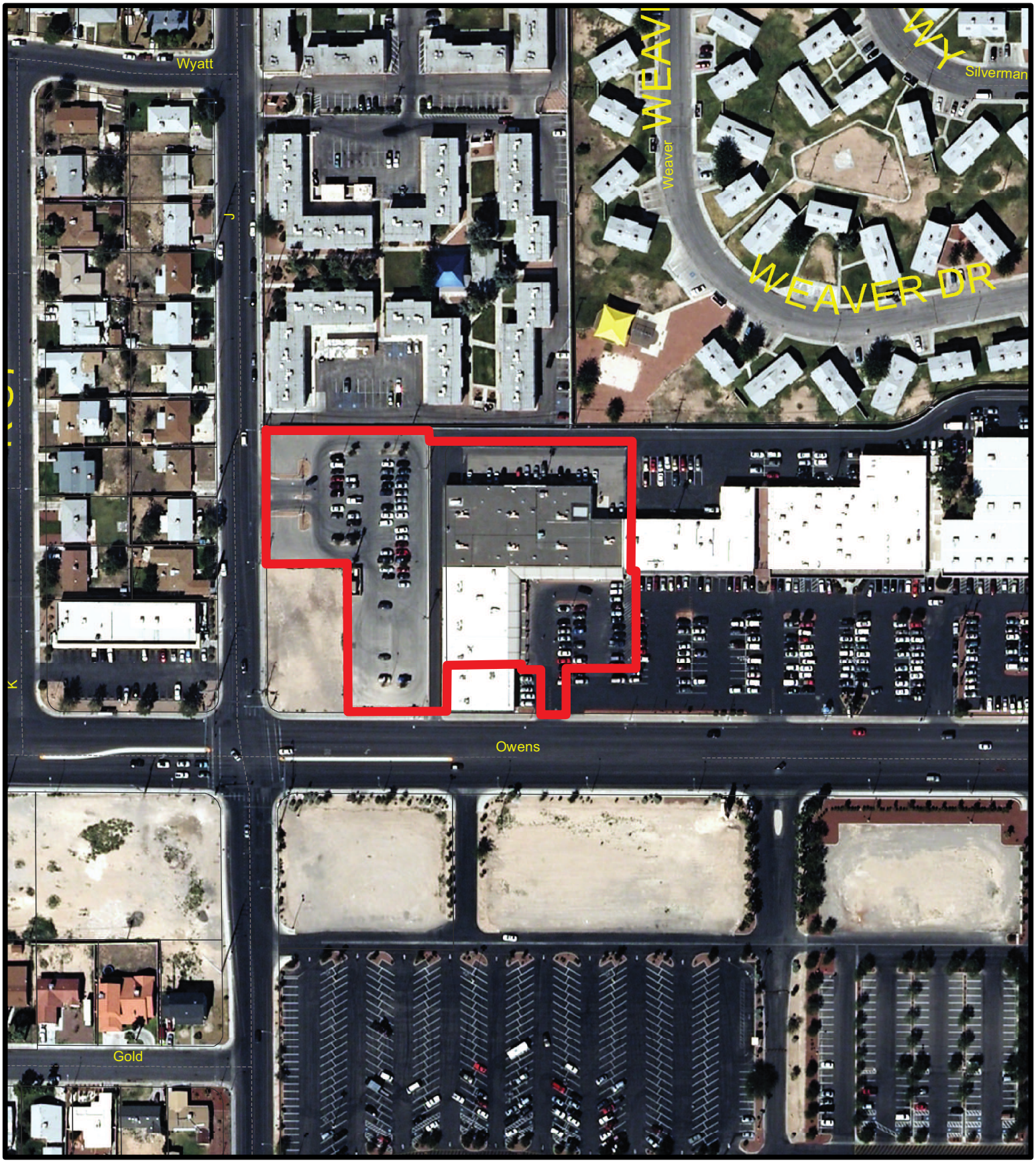
Title: _____

LIST OF EXHIBITS

EXHIBIT “A”	DEPICTION OF PROPERTY
EXHIBIT “B”	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT “C”	SCHEDULE OF PERFORMANCE
EXHIBIT “D”	SCOPE OF DEVELOPMENT
EXHIBIT “E”	SCOPE OF DEVELOPER PROPERTY IMPROVEMENTS
EXHIBIT “F”	ASSIGNMENT AND ASSUMPTION OF LEASES
EXHIBIT “G”	OWNERSHIP DISCLOSURE
EXHIBIT “H”	PROPERTY LEASES
EXHIBIT “I”	FORM OF DEED
EXHIBIT “J”	QUITCLAIM DEED
EXHIBIT “K”	IRREVOCABLE ESCROW INSTRUCTIONS

EXHIBIT A

Nucleus Plaza



Legend

139-21-803-008, commonly known as 1000 W. Owens
+/- 1.18 acres or 51,400 sf

139-21-806-001, commonly known as 900 W. Owens
+/- 1.45 acres or 63,162 sf

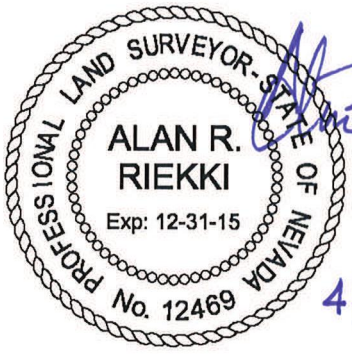
0 105 210 420 Feet

03/26/2014

N
W E
S

APN 139-21-806-001
APN 139-21-803-008

APRIL 22, 2014
BY: ARR
PR BY: MFK
M14004-01



4/23/14

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

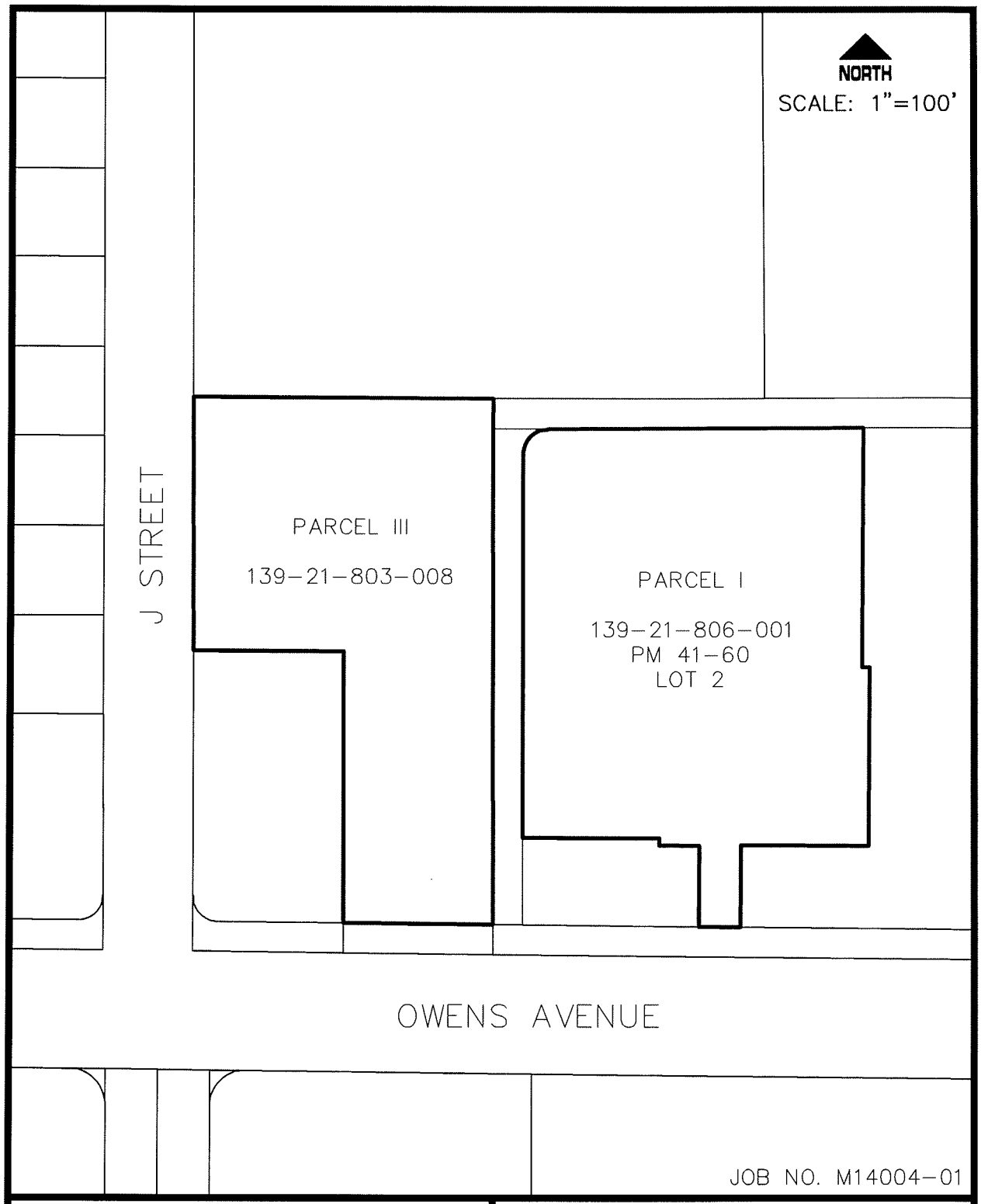
THOSE PORTIONS OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

PARCEL I
BEING LOT 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60.

PARCEL III
BEING THAT PARCEL OF LAND BOUNDED ON THE NORTH BY THE NORTH LINE OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION ON OCTOBER 20, 1994 BY DOCUMENT NO. 941020:00536; BOUNDED ON THE EAST BY THE WEST LINE OF THAT 20 FOOT WIDE ALLEY RUNNING GENERALLY NORTH / SOUTH AND IMEDIATELY ADJACENT TO THE WESTERLY BOUNDARY LINES OF PARCELS 2 AND 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60; BOUNDED ON THE SOUTH BY THE NORTH LINE OF WEST OWENS AVENUE; AND BOUNDED ON THE WEST BY EAST LINE OF J STREET;

EXCEPTING THEREFROM THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS ON JUNE 17, 2013 BY DOCUMENT NO. 20130617:0001065, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION



DEPARTMENT OF PUBLIC WORKS	NUCLEUS PLAZA
SURVEY SECTION	
DATE: 4/22/14 DRAWN BY: MFK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

TASK	FINISH DATE
Execution and Delivery of Agreement. Parties shall execute and deliver two exact copies of this agreement	Buyer will sign not later than 05/07/2014. The City shall execute as soon as reasonably possible after city council approval.
Open Escrow, in accordance with Section 9.1 of the Agreement.	Within three (3) business days after both Parties have fully executed this Agreement.
Delivery of Preliminary Title Report to the Buyer	City shall deliver report to Buyer not later than Fourteen (14) calendar days from the Effective Date of this Agreement.
Submission of Basic Concept Drawings. Buyer shall submit drawings to the City for approval.	Concurrent with execution of this Agreement by the Buyer and Delivery to the City.
Approval of Preliminary Title Report	Within thirty (30) calendar days of receipt by the Buyer.
Expiration of Feasibility Review Period, in accordance with Section 14.1 of the Agreement.	Not later than thirty (30) calendar days after the Effective Date of this Agreement, or by 05/30/14, whichever event occurs first.
Submission of Final Architectural, Structural, Mechanical and Electrical, and Landscaping plans to the City.	Buyer shall submit final plans during the period of 05/14/2014 – 07/15/2014.
Submission of firm project financing to the City.	Not later than fourteen (14) calendar days prior to the Commencement of Construction, or by 07/15/2014, whichever event occurs first.
Close of Escrow	Not later than 08/31/2014.
Plan review and approvals by the City	During the period of 08/01/2014 –09/01/2014.
Employment Plan Policy: Report & Deposit, in accordance with Section 6.5 of the Agreement.	Buyer shall submit to the City an Employment Plan and Deposit in the amount of $81,564.00, Not later than seven (7) calendar days before Commencement of Construction.
Construction Commencement	Not later than 09/01/2014.
Completion of Construction	Not later than 12/01/2014.
Certificate of Completion. Upon written request by the Buyer and after completion of improvements as required by the Agreement, City shall furnish Buyer with a Certificate of Completion.	Not later than thirty (30) days following the Completion of Construction, or by 01/02/2015, whichever event occurs first.
Employment Plan Policy Return of Deposit	If the Buyer is successful in achieving the hiring requirements as set forth in the City of Las Vegas Economic Development Projects Employment Plan, the city shall return the Buyers' deposit to the Buyer not later than ten (10) business days following the attainment of the Certificate of Completion.

Exhibit D

Scope of Development

The purpose of this agreement is to effectuate job creation and economic development for the City. A material consideration for the city agreeing to sell the property and agreeing on the purchase price is the buyer's commitment to improve that property currently owned by buyer which is the Eastern half of Nucleus Plaza prior to the close of escrow; and then the subsequent improvement of the city-owned Western portion after the close of escrow.

The city-owned property is improved with a one-story office building consisting of approximately 33,720 gross square feet. Buyer will add new landscaping and significantly improve existing landscaping; restripe the parking lot; update the exterior façade to a more contemporary design; illuminated tenant storefront name signs will be added; repaint the exterior façade; removal of the bars on the windows of the Nevada State Welfare space; and the improvement of the exterior lighting of the plaza and parking lot areas.

To address vacancy, new tenants from a variety of uses are being sought to increase the level of human activity and dining options in Nucleus Plaza. The buyer estimates to create 50-100 jobs for local residents. There will be approximately 20-30 construction workers on site at all times during construction. The buyer will verify employment opportunities for city of Las Vegas residents via the standard reporting templates of the City of Las Vegas Economic Development Employment Plan.

EXHIBIT "E"
DEVELOPER PROPERTY SCHEDULE OF PERFORMANCE

TASK	FINISH DATE
Commencement of Demolition	Developer shall commence demolition on Developer Property, not later than 02/26/2014.
Exterior Framing of Developer Property	Developer shall commence exterior framing of Developer Property, not later than 03/24/2014.
Exterior Painting of Developer Property	Developer shall commence exterior painting of Developer Property, not later than 04/07/2014.
Commencement of Exterior Stucco to Developer Property	Developer shall commence exterior stucco of Developer Property, not later than 04/30/2014.
Completion of Exterior Stucco to Developer Property	Developer shall complete exterior stucco of Developer Property, not later than 05/26/2014.
Completion of Landscape to Developer Property	Developer shall complete exterior landscape of Developer Property, not later than 06/15/2014.
Completion of Improvements to Developer Property	Developer shall complete all improvements to Developer Property, not later than 06/30/2014.
Submission of Evidence of Completion for Improvements to Developer Property, in accordance with Section 6.4 of the Agreement.	As a contingency to closing, Developer shall submit to the City before and after photos of the Developer Property; invoices evidencing completion of the improvements; and canceled checks evidencing payment in full for the improvements to the Developer Property; before the close of escrow can occur or by 07/30/2014, whichever occurs first.

EXHIBIT "F"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

ASSIGNMENT OF LEASES

This Assignment of Leases ("*Agreement*") is entered into as of the _____ day of _____, 201_ ("*Effective Date*") by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("*Assignor*") and JLC Nevada Operations, Inc., a Nevada corporation ("*Assignee*"). "). Assignor and Assignee are individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

WHEREAS:

A. Concurrently with the execution and delivery of this Agreement, Assignor has sold and conveyed to Assignee that certain real property described on Exhibit "A" attached hereto pursuant to that certain Disposition and Development Agreement entered into between the Parties dated _____, 2014 (the "*DDA*").

B. Pursuant to the DDA, Assignor has agreed to assign its interest as landlord under those leases of the real property set forth on Exhibit "B" attached hereto (the "*Leases*") and Assignee has agreed to assume the interest of Assignor as landlord under the Leases.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns all of its right, title and interest in the Leases as of the Effective Date. Assignee hereby assumes all of Assignor's right title and interest in the Leases as of the Effective Date.

2. Indemnity.

(a) Assignee shall indemnify and hold harmless Assignor from and against any and all demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim arising under the Leases after the Effective Date.

(b) Assignor shall indemnify and hold harmless Assignee from and against any and all demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim arising under the Leases prior to the Effective Date.

3. Miscellaneous.

(a) 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.

(b) Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(c) 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.

(d) Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

(e) No Third Party Beneficiaries. Nothing in this Agreement shall confer to any third party any rights or remedies under or by reason of this Agreement.

(f) Entire Agreement. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit "A" through Exhibit "B", inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

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

CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada

By: _____
Name: Carolyn G. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City clerk

APPROVED AS TO FORM:

_____
Date

JLC NEVADA OPERATIONS, INC., a Nevada corporation

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

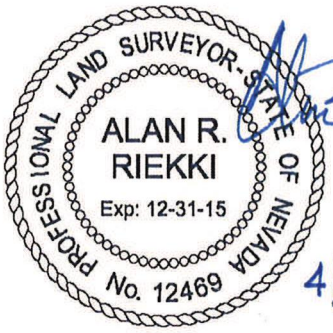
EXHIBIT “A” DESCRIPTION OF PROPERTY

EXHIBIT “B” LEASES

Exhibit A

APN 139-21-806-001
APN 139-21-803-008

APRIL 22, 2014
BY: ARR
PR BY: MFK
M14004-01



LEGAL DESCRIPTION OF PROPERTY

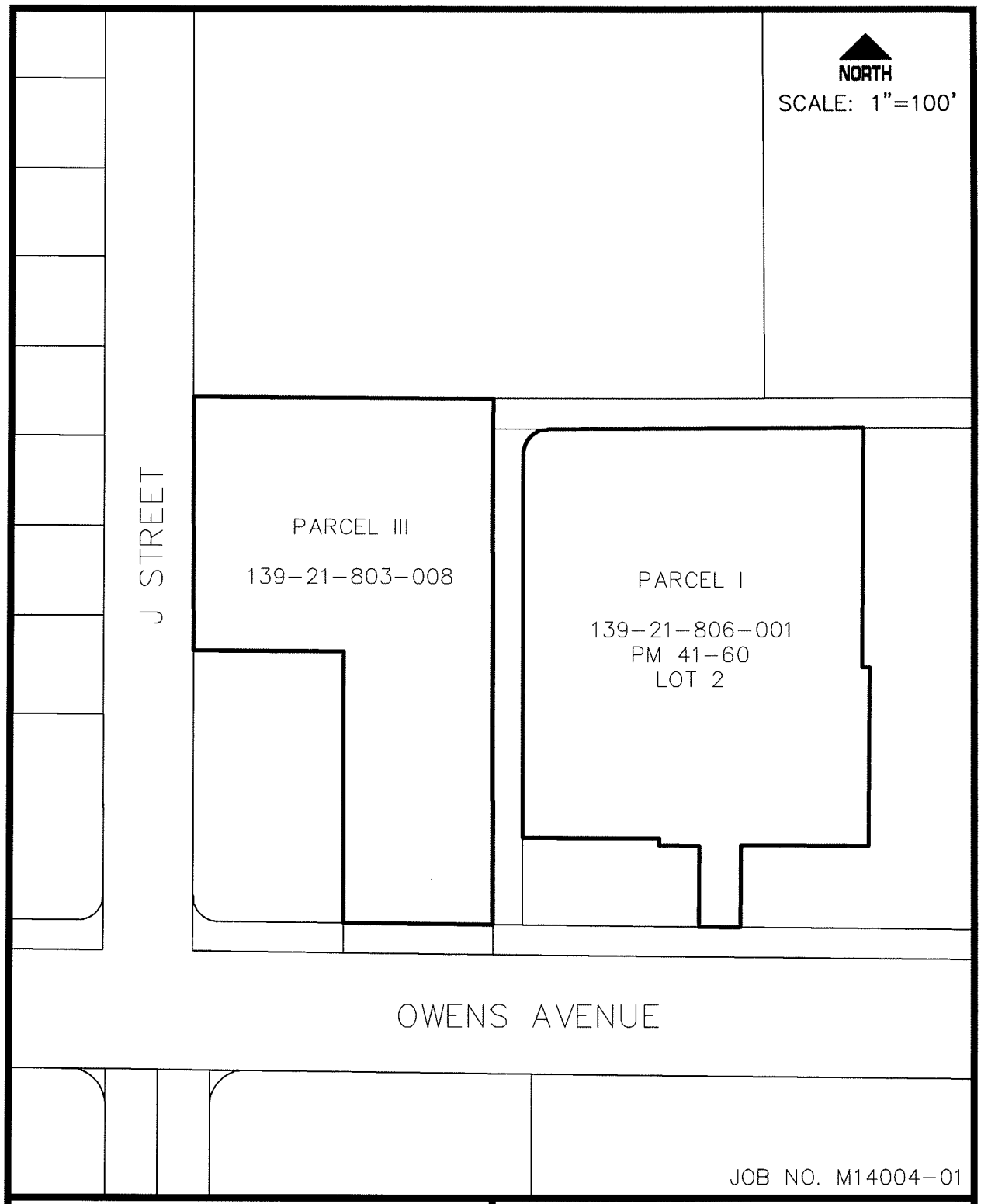
THOSE PORTIONS OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

PARCEL I
BEING LOT 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60.

PARCEL III
BEING THAT PARCEL OF LAND BOUNDED ON THE NORTH BY THE NORTH LINE OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION ON OCTOBER 20, 1994 BY DOCUMENT NO. 941020:00536; BOUNDED ON THE EAST BY THE WEST LINE OF THAT 20 FOOT WIDE ALLEY RUNNING GENERALLY NORTH / SOUTH AND IMEDIATELY ADJACENT TO THE WESTERLY BOUNDARY LINES OF PARCELS 2 AND 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60; BOUNDED ON THE SOUTH BY THE NORTH LINE OF WEST OWENS AVENUE; AND BOUNDED ON THE WEST BY EAST LINE OF J STREET;

EXCEPTING THEREFROM THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS ON JUNE 17, 2013 BY DOCUMENT NO. 20130617:0001065, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION



DEPARTMENT OF PUBLIC WORKS	NUCLEUS PLAZA
SURVEY SECTION	
DATE: 4/22/14 DRAWN BY: MFK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	

Exhibit B

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 16th January, 2014, by and between CITY OF LAS VEGAS, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

W I T N E S S E T H:

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property:

30,840 usable square feet of office space, (the "Demised Premises") located at 1040 West Owens Avenue, Las Vegas, Nevada 89106. See **EXHIBIT "A" (consisting of four (4) pages)**, attached hereto and incorporated herein.

ONE. TERM OF LEASE.

1.1 Term of Lease. Subject to Section Thirty-Two below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, 30,840 usable square feet of office space located at 1040 West Owens Avenue, Las Vegas, Nevada 89106, effective upon

approval of the Nevada Board of Examiners, expected to be approved on May 13, 2014, commencing June 1, 2014, and terminating on May 31, 2019.

1.2 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting TENANT's funding or ability to satisfy its rental payment obligation TENANT agrees that during the term of this Lease it will in good faith include in its agency budget request, pursuant to NRS 353, authorization to receive and expend state and/or federal dollars sufficient to meet the TENANT's obligations under this lease. However, it is hereby specifically and expressly agreed by the Parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government limits, restricts, or impairs TENANT's funding or ability to satisfy its rental payment obligation. TENANT shall pay the rent for the month in which such occurrence and termination takes place and shall vacate the Demised Premises at the end of said month. TENANT shall have no other rental payment obligation to LESSOR thereafter under this Lease or for the Demised Premises. The LESSOR shall retain its other remedies which are provided in the

Lease but the LESSOR shall have no rights to collect any further rents from TENANT. Proof by TENANT of a diminution in funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting state or federal documents are furnished to LESSOR or if the Executive Director of TENANT provides his Affidavit that such funding or other limiting eventuality has occurred. It is expressly agreed that LESSOR shall not exercise this non-appropriation provision for its convenience or to circumvent the requirements of this LEASE.

TWO. COMPLIANCE WITH THE LAW. The LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Section 12101 through 12213 and 47 USC Sections 225) and underlying regulations and rules applicable to the Demised Premises. Nothing herein contained shall be construed to restrict the LESSOR from contesting the validity of any such regulations, rule, or ordinance, provided the LESSOR indemnifies the LESSEE to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

THREE. AUTHORITY. LESSOR and TENANT understand that per Nevada Revised Statues 331.110 the Administrator of the State Public Works Division is responsible for leasing and equipping office space for TENANT under this Lease. At no time shall LESSOR and TENANT or their agents enter into negotiations between themselves for lease terms, conditions or modifications (State Administrative Manual, 1020.0). Only LESSEE, if deemed in the best interest of the State by LESSEE, has the sole authority to select and utilize a real estate agent to represent the State in this lease, or to negotiate terms and conditions related to leased space.

FOUR. RENT. TENANT agrees to pay to the LESSOR as and for rental for said Demised Premises the sum of:

4.1 A monthly total of THIRTY THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 98/100 ($30,418.98), from June 1, 2014 through May 31, 2015; and

4.2 A monthly total of THIRTY THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 98/100 ($30,418.98), from June 1, 2015 through May 31, 2016; and

4.3 A monthly total of THIRTY ONE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 45/100 ($31,179.45), from June 1, 2016 through May 31, 2017; and

4.4 A monthly total of THIRTY ONE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 45/100 ($31,179.45), from June 1, 2017 through May 31, 2018; and

4.5 A monthly total of THIRTY ONE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND 94/100 ($31,958.94), from June 1, 2018 through May 31, 2019.

Rent shall be payable quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR at its address in Section Twenty-One below. In the event the Commencement Date of this Lease is not the first day of a calendar month, the rent shall be prorated on a per diem basis for the calendar month in which the Lease Term begins.

FIVE. PROPERTY TAXES AND OPERATING EXPENSES. It is understood and agreed between the Parties that the rent described in Section Four above shall compensate LESSOR for TENANT'S pro rata share of any and all operating expenses attributable to the building complex, the building, or the Demised Premises. There shall be no pass-through of property tax or any type of operating expense to TENANT or LESSEE.

SIX. UTILITIES AND SERVICES.

6.1 Utilities and Services Provided by LESSOR. LESSOR, at LESSOR'S sole cost and expense, shall provide the building,

common area and Demised Premises with the following utilities and services:

a) UTILITIES. Gas, water, sewer and electricity. Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes.

b) HVAC SYSTEM. A heating, ventilation and air conditioning ("HVAC") system, fully equipped and of sufficient capacity to provide a comfortable, professional office environment in the Demised Premises for TENANT'S staff and office equipment. Said HVAC system shall maintain temperatures within the Demised Premises at a maximum of not less than 68° Fahrenheit in the winter and not more than 78° Fahrenheit in the summer.

c) SERVICES. Unless specified to the contrary in Section 6.3 below, LESSOR shall provide and pay for the following:

i. Trash collection, to include recycling containers, if available;

ii. Pest control (interior and exterior);

iii. Elevator service, (if applicable);

iv. Provide and service fire extinguishers and any other fire protection/prevention devices as required by governmental regulations;

v. On-site security if necessary for the safety of TENANT'S employees and property;

vi. Snow and ice removal at all times when ice is present and when snow reaches a depth of two (2) inches. Snow and ice removal shall be from parking lots, walkways, all entry and exits and any exterior stairs of building(s) in which the Demised Premises is located and other adjacent buildings/structures regularly used by State agencies. LESSOR shall use its best efforts to have the snow and ice cleared, removed and treated prior to 8:00 a.m. Monday through Friday (except State Holidays) and if snow is on-going during the day, to continue to provide this service until 5:30 p.m.

vii. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.

6.2 Normal Business Hours and After Hour Usage of HVAC and Other Services. LESSOR shall, at LESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. ("Normal Business Hours"). To the extent within LESSOR'S control, all utilities and services shall be available to TENANT twenty-four (24) hours a day, seven (7) days a week, except as necessary for repair and maintenance. However, in the event LESSOR determines that TENANT'S usage other than during Normal Business Hours becomes excessive, LESSOR may impose a

reasonable hourly charge for TENANT'S usage of electricity, gas and water during those times, to be mutually agreed upon by LESSOR, LESSEE and TENANT.

6.3 Utilities and Services Provided and Paid by TENANT.

a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment, and pay Industrial Standard user fees for telephone/data services.

b) Janitorial Services. TENANT shall provide janitorial Services (including paper products) for the Demised Premises in accordance with **EXHIBIT "B" JANITORIAL REQUIREMENTS AND SPECIFICATIONS**, attached hereto and incorporated herein.

c) Utilities. TENANT shall pay for electricity, gas, water and sewer.

SEVEN. REPAIR AND MAINTENANCE. LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the building and the Demised Premises in good repair and condition during the Lease Term, including but not limited to: the Building structure, structural elements and systems; public and common areas of the building; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural

floor); window coverings; interior and exterior paint; exterior and interior lighting (including replacement of fixtures, ballasts and bulbs); interior ceilings (including ceiling tiles and t-bars); electrical; plumbing, pipes, fixtures and equipment (except those owned by TENANT); roofing; exterior and interior walls; windows; doors; stairs; corridors; restrooms; elevator maintenance (if applicable); sidewalk repairs; landscaping maintenance; parking lot repairs; and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of the LESSEE or TENANT. TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence. LESSEE and TENANT agree to maintain the Demised Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted. LESSEE and TENANT shall route requests for repairs and/or maintenance through the property management company or owner.

LESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, the building and common area facilities at reasonable times and without undue inconvenience to LESSEE or TENANT and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary

actions to protect TENANT'S property and personnel from loss, damage and injury and to avoid disrupting TENANT'S use and occupancy of the Demised Premises. Any substantial impairment of the use or enjoyment of the Demised Premises, the building or the parking lot that is of such extent or nature as to materially handicap, impede or impair TENANT'S use of the Demised Premises and therefore renders the Demised Premises unfit for use by TENANT in the ordinary conduct of its business shall cause the proportionate abatement and reduction in rent, by way of adjustment of rent payments, for such part of the Demised Premises as shall be rendered unusable by TENANT in the conduct of its business during the time such part is so unusable.

EIGHT. REDUCTION OF SERVICES. The rent and any other monies payable, if any, is based in part upon utilities, services, repairs and maintenance (hereinafter "Services") which LESSOR shall provide as described in Section Six and Section Seven, above. If Services to be provided by LESSOR are interrupted (except from circumstances beyond LESSOR'S control) and the interrupted Services substantially impair and/or materially handicap TENANT'S intended use or enjoyment of the Demised Premises, TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption

beginning with the date the interruption in Services began and ending when the Services are restored.

Notwithstanding the above, in the event Service is interrupted on heating, ventilation or air conditioning, and/or water, and/or sewer, and LESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from LESSEE or TENANT per Section Twenty-One, below, or in the event any other Service to be provided by LESSOR is interrupted, and LESSOR fails to correct or commence correction within five (5) days after receipt of written notice from LESSEE or TENANT per Section Twenty-One below, LESSEE may authorize TENANT to either: a)cause such repairs to be made by a licensed contractor and at TENANT'S discretion, either have LESSOR billed directly by contractor (if acceptable to contractor) or TENANT may submit a paid invoice to LESSOR for reimbursement; or b) TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in services began and ending when the services are restored.

LESSEE may also authorize TENANT to withhold the payment of rent and any other monies payable, if any, after giving LESSOR notices of two (2) failures to provide a particular Service within a twelve (12) month period until the problem with that Service has been adequately corrected. So as to provide LESSEE

and TENANT with reasonable assurance that such interruption shall not occur again during the Lease Term. Upon the third occurrence within a twelve (12) month period, of any failure to provide a particular Service, LESSEE may, at its sole option, seek the judicial remedy of specific performance.

In the event TENANT hires a contractor to perform repairs, LESSOR shall indemnify and hold the State, LESSEE and TENANT harmless for any liability, costs and expenses, including attorney fees that result from said repairs.

Any reimbursement due TENANT from LESSOR, shall be paid by LESSOR within thirty (30) days after receipt of invoices from TENANT. In the event LESSOR does not reimburse TENANT within thirty (30) days after receipt of invoices from TENANT, TENANT may deduct the amount due TENANT from the rental payment due LESSOR.

NINE. SMOKING AREA. Pursuant to NRS 202.2491, it is unlawful to smoke in public buildings. LESSOR shall furnish a designated location outdoors which may be used for smoking. No smoking shall be permitted at any entrance or exit to any public building and shall be far enough away from any public building entrance or exit so that no smoke will drift or travel into the building or be detected by any person entering or exiting a building. This location shall be safe and free from any

hazardous chemicals, materials or conditions. LESSOR shall also post signs prohibiting smoking at all entrances to a building.

TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by the LESSOR in accordance with Section Three herein. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Demised Premises or building. All alterations, additions or improvements in or to the Demised Premises at the commencement of or during the Lease Term shall become part of the Demised Premises and the sole property of LESSOR, who will be responsible for the servicing and maintenance of said alterations. All movable fixtures installed by LESSEE or TENANT shall be and remain their property and shall not become the property of LESSOR.

ELEVEN. PAYMENT OF TAXES AND INSURANCE. LESSOR, at his sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises at all times during the Term of this Lease.

LESSOR will pay all real property taxes or any other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

The TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars ($500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

TWELVE. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, the State/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to the TENANT's negligence arising out of or resulting from the use and occupancy of the Demised Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of the

TENANT, its subtenants, employees or agents. The State shall not be required to indemnify the LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused by the acts, negligence or omission of the LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

THIRTEEN. CHOICE OF LAW AND FORUM. The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

FOURTEEN. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each

party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

FIFTEEN. BREACH OR DEFAULT. In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by LESSEE or TENANT which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR's sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons

and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

SIXTEEN. ATTORNEY'S FEES. In case suit shall be brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed $125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

SEVENTEEN. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or any renewal thereof, this Lease shall become a month-to-month lease on the terms herein specified. The monthly rent for each month of the first three (3) months of the holdover period shall be in an amount equal to the monthly rental immediately preceding the Expiration Date. At the expiration of this three (3) month period and throughout the balance of the holdover period TENANT'S monthly rent shall increase by five percent (5%) over the monthly rent last paid by TENANT prior to the Expiration Date. Rent shall be due and payable monthly in advance on the first day of each month, and LESSEE and TENANT shall continue to be a month-to-month tenant until the tenancy is terminated by

any Party hereto by delivering written notice per Section Twenty-One, NOTICES, of Intent to Terminate at least thirty (30) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

EIGHTEEN. WAIVER. The failure of LESSOR, LESSEE or TENANT to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms or provisions, but the same shall remain in full force and effect.

NINETEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease for one (1) identical Lease term by giving written notice of intention to renew at least ninety (90) days prior to expiration of the Lease Term or any renewal period hereunder, except that the price per square foot shall be renegotiated. The exercise of the option shall, however, not be effective nor binding on the LESSEE or TENANT unless and until the same has been approved by the Nevada Board of Examiners.

TWENTY. REMEDIES. The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

TWENTY-ONE. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or jointly to both LESSEE and TENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

LESSOR

City of Las Vegas
Attn: Real Estate
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
Telephone: 702-229-1022
Fax: 702-464-2522

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
Telephone: (775) 684-1815
Fax: (775) 684-1817

TENANT

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Telephone: 775-684-0652
Fax: 775-684-0656

TWENTY-TWO. SEVERABILITY. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be

invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

TWENTY-THREE. AMENDMENT OR MODIFICATION. This Lease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada Board of Examiners.

TWENTY-FOUR. TENANT IMPROVEMENTS. LESSOR AT LESSOR's sole cost and expense shall provide the tenant improvements detailed below and shown on **EXHIBIT "A" (consisting of four (4) pages)** attached hereto and incorporated herein. Said tenant improvement exhibits shall be initialed on all pages to show approval by LESSOR and TENANT. All tenant improvements shall be deemed acceptable upon receipt of all pertinent governmental approvals and inspection and receipt of written approval from TENANT with copy to LESSEE.

24.1 LESSOR shall replace non-working cipher locks. As other locks fail, LESSOR shall repair or replace as deemed necessary.

24.2 LESSOR shall install new intercom/speakers shown on **EXHIBIT "A" (consisting of four (4) pages)** attached hereto and incorporated herein.

TWENTY-FIVE. TENANT IMPROVEMENT CHANGE-ORDERS. TENANT agrees to pay for the additional costs arising from upgrades and or changes made at TENANT'S request, to the approved TENANT Improvements detailed above in Section Twenty-Four, TENANT IMPROVEMENTS, and in **EXHIBIT "A" (consisting of four (4) pages).** Any upgrades and or changes must be made by requisition to the LESSEE who will arrange for such upgrades or changes with LESSOR. TENANT hereby agrees to reimburse LESSOR for such approved costs within thirty (30) days after: a) inspection and approval of the Improvement by TENANT; and b) receipt and approval by LESSEE and TENANT of an invoice from LESSOR detailing costs for the agreed upon upgrades and/or changes.

TWENTY-SIX. PARKING. During the term of the Lease, at no cost to TENANT, LESSOR shall provide the following parking spaces for TENANT'S use as follows: A) approximately one-hundred parking spaces available to TENANT and TENANT EMPLOYEES on the paved parking lot on the north end of Assessor's parcel 139-21-806-001 and the paved parking lot on Assessor's parcel 139-21-803-008; and B) Approximately thirty (30) parking spaces for TENANT'S invitees, visitors or others having business with TENANT, on the south side of Assessor's parcel 139-21-806-001 at

the front of the Premises. LESSOR is not required to enforce the use of the parking lot spaces.

TWENTY-SEVEN. SIGNAGE. LESSOR shall provide lobby directory signage and suite identification signage, wherein all costs associated with the construction installation of such signage shall be at LESSOR's sole cost and expense.

TWENTY-EIGHT. PRIOR TERMINATION. This Lease may be terminated prior to the terms set forth herein above if for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

TWENTY-NINE. ASSIGNMENT OR SUBLEASE. Upon prior written notice to and the prior approval in writing of LESSOR, this Lease may be assigned or subleased to any individual or entity, for which assignment or sublease LESSOR will not unreasonably withhold consent; it being understood by the Parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

THIRTY. SUCCESSORS. Except as otherwise specifically provided, the terms, covenants, and conditions contained in this

Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Lease.

THIRTY-ONE. CAPTION AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe to scope or intent of any section or paragraph.

THIRTY-TWO. PRIOR APPROVAL OF THE NEVADA BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the Nevada Board of Examiners and is not binding upon the Parties hereto or effective until such approval.

THIRTY-THREE. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR

CITY OF LAS VEGAS

By _____
Carloyn G. Goodman, Mayor

Date March 5, 2014

By Carolyn G. Goodman, Mayor

Printed Name

Title

Approved as to form
John S. Ridilla 2/18/14
John S. Ridilla Date
Deputy City Attorney

Date

Attest:
By _____

Printed Name By: Beverly K. Bridges, MMC
Title City Clerk

Date 3/10/2014

Reviewed as to form and compliance with law only:
CATHERINE CORTEZ MASTO
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

Approved by:
BOARD OF EXAMINERS

By _____
Jeff Mohlenkamp, Clerk

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Gustavo "Gus" Nuñez, P.E.
Administrator

Date _____

TENANT

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By _____
Michael J. Willden
Director

Date _____

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

By _____
Michael McMahon
Administrator

Date _____

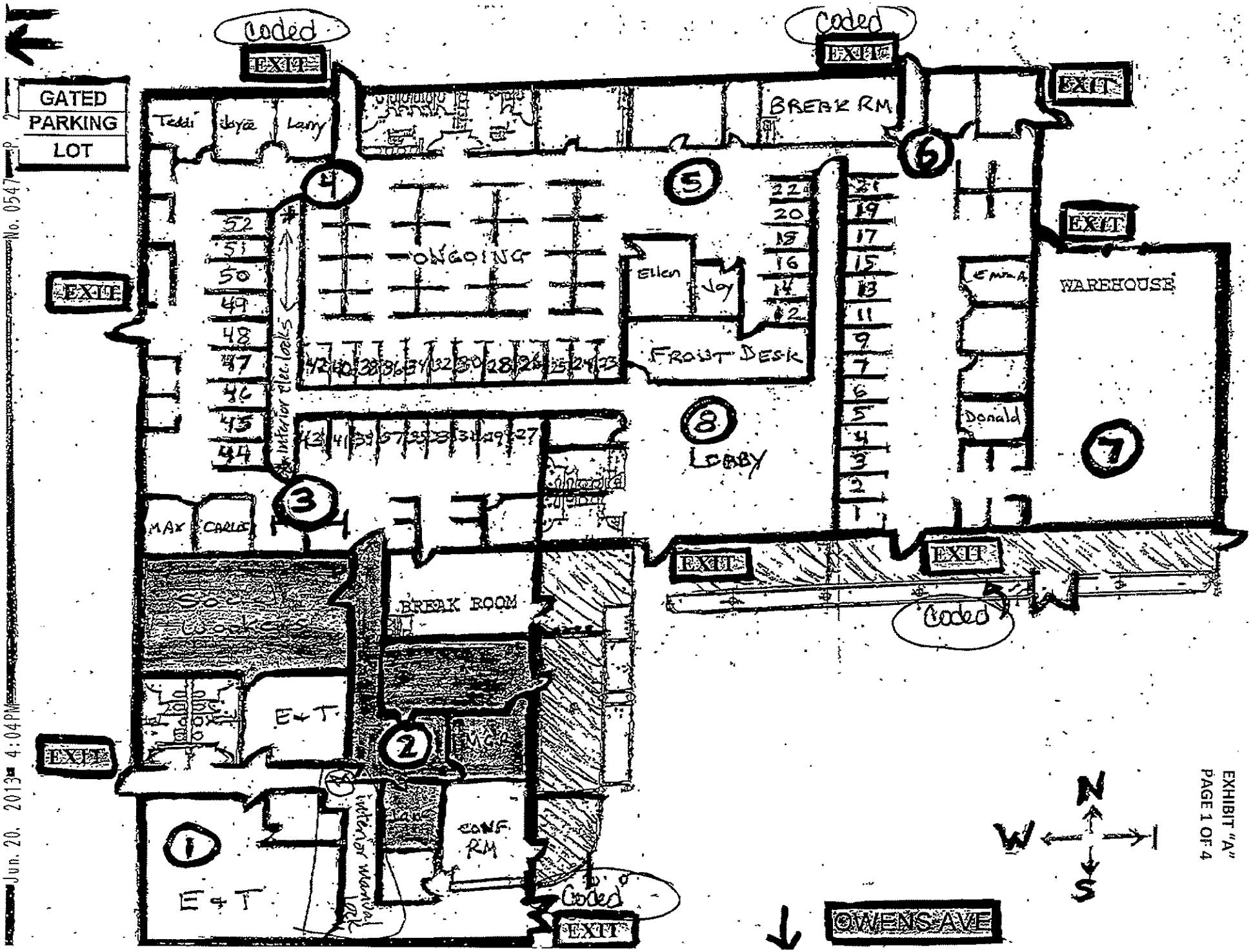

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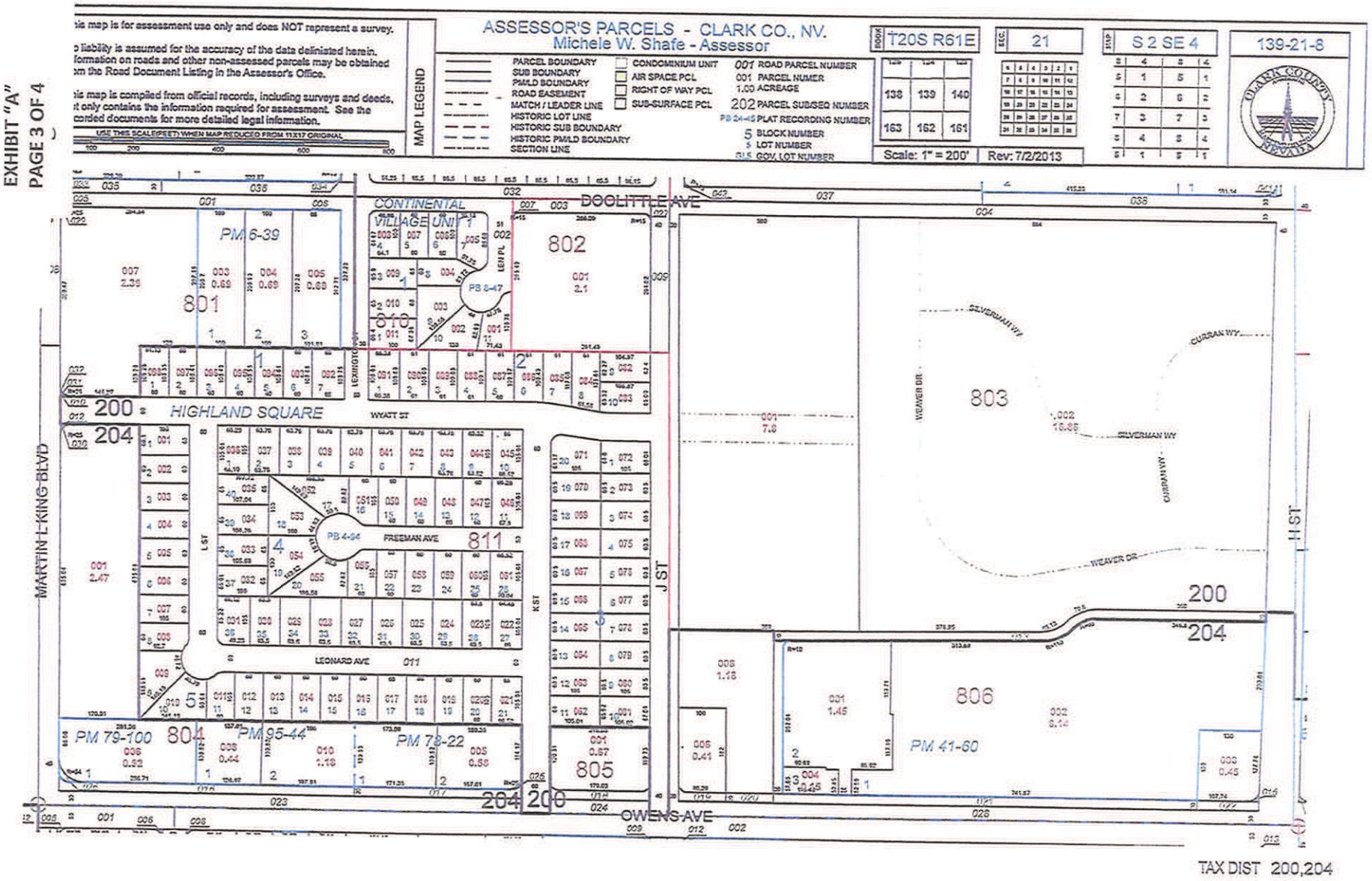
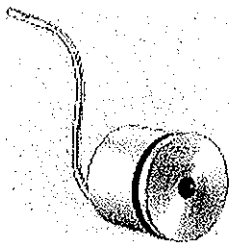
EXHIBIT "A"
PAGE 2 OF 4

EXHIBIT "A"
PAGE 3 OF 4



norcon communications



Products > TTU-1 Intercom (specify AC or Battery model)

Request information about the TTU-1

Overview

Today's security and isolation booths are often the best step you can take to protect your employees. But do they protect or help maintain your very important good will? Not if clerks and customers have to shout and growl and repeat themselves to be heard or understood.

How it Works

Norcon's patented TTU-1 Talk-Thru Communicator provides hands-free communication between people separated by security or isolation barriers. It is the most widely used barrier intercom system of its type in the world.

The TTU-1 provides clear communication even in environments with high ambient noise through the use of compression circuitry which helps to reduce loud, annoying sounds.

Unwanted background noise is minimized through the use of automatic volume attenuation circuitry. If the gooseneck microphone is not used for 30 seconds, the outside channel volume will be reduced approximately 70%. Normal operation is restored as soon as the attendant speaks into the gooseneck microphone.

Features

- Clear, 2-way hands-free voice communication
- Rugged, tamper-resistant materials
- Simple, one-person installation
- ~~Headset jack permits telephone style headset or wireless microphone~~
- Units available for ADA applications
- ~~Optional battery-powered version (with rechargeable nickel cadmium battery)~~
- ~~Optional bullet-resistance (shield rated up to .357 Magnum service loads; higher level bullet resistant shields available)~~
- Optional removable gooseneck microphone
- ~~Export models available with 220VAC~~
- One year warranty on base unit (optional two years extended warranty available)

Installation

Installation of the TTU-1 is a simple, one-person operation. All that's needed is a 3-4 inch cutout in the barrier. Four fasteners and two rubber gaskets for mounting are supplied with the unit.

MECHANICAL SPECIFICATIONS

- Outside face plate: Solid aluminum, anodized finish, tamper-resistant
- Control housing (inside): Machined aluminum, anodized finish, tamper resistant
- Size: Outside face plate 5 in. dia. x 1/2 in. D. Inside control housing 5 in. dia. x 3 1/2 in. D (for TTU-1D); 2 1/2 in. D (for TTU-1A) Microphone and gooseneck 18 in.
- Weight: 5 lb.
- Mounting: Partition hole 3 to 4 in. dia. (3 1/2 in. recommended) Specify barrier thickness when ordering
- Panel controls: Listen volume, talk volume, on-

EXHIBIT "B"
JANITORIAL REQUIREMENTS AND SPECIFICATIONS
Five day Cleaning

1. GENERAL TERMS AND CONDITIONS

1.1. Requirement of Janitorial vendor: Janitorial vendor must be insured and licensed to do business in the State of Nevada.

1.2. Use of State Equipment and/or State Employee's Personal Property: The Janitorial vendor and his/her employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.

1.3. Use of State Telephones: The use of telephones in any building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm ins and outs. If an employee of the Janitorial vendor uses a phone to make any personal calls the Janitorial vendor will be financially responsible and the employee may be prohibited from entering the Premises.

2. SECURITY REQUIREMENTS:

2.1. Authorized Personnel: Janitorial vendor's employees or agents are expected to be fully trained, competent individuals. Janitorial vendor or Janitorial vendor's employees or agents are strictly prohibited from bringing children, friends, relatives, or any other person into the Premises who is not an authorized employee of Janitorial vendor assigned to work in the Premises.

2.2. Background Check: All employees or agents or Janitorial vendor that will be working in the Demised Premises are required to have a local law enforcement background check completed. Prior to entering the Demised Premises to work, all Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.

2.3. List of Janitorial vendor's Employees: Janitorial vendor shall furnish the Lessor / Property Manager with a list of all proposed employees. Janitorial vendor shall ensure that all background checks shall have been made and the results submitted to the Lessor /Property Manager at least seven (7) days prior to an employee starting work in the buildings.

2.4. Change in Janitorial vendor's Employees: In the event it is necessary for Janitorial vendor to replace or substitute an employee, either on a temporary or permanent basis, Janitorial vendor shall notify the Property Manager prior to the change and shall also insure that the required background checks have been completed and the results provided to the Lessor/Property Manager. Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.

2.5. All Exterior Doors: During the hours of 6:00 p.m. to 6:00 a.m., all exterior doors are to be kept locked at all times and Janitorial vendor's employees are strictly prohibited from opening exterior doors for anyone. It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key. An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract. The only exception to this rule would be if the threshold on an exterior door way is being cleaned and Janitorial vendor's employees remain present until the exterior door is closed and locked. The Janitorial vendor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.

2.6. All Interior Doors: During the hours of 6:00 p.m. to 6:00 a.m. all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area. An area is not to be left unsecured at any time. The Janitorial vendor's supervisor will be responsible for ensuring all interior doors have been secured when work is completed.

2.7. Building Keys, Alarm Code and Proximity Card Care: The Janitorial vendor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished to Janitorial vendor. The Janitorial vendor shall notify the Lessor/ Property Manager in writing when any of Janitorial vendor's employees resigns is terminated or is moved to another facility. Should the key(s) or proximity cards allotted to Janitorial vendor become lost or stolen, or if the corresponding locks have to be re-keyed, the Property Manager may reissue keys, proximity cards, locks and alarm codes at Janitorial vendor's expense.

3. PROJECT SPECIFICATIONS:

3.1. Hours of Service: All normal, routine service, inspection work and cleaning of building is to be completed **five (5)** days per week, **Sunday through Thursday, between the hours of 6:00 p.m. to 6:00 a.m., except for emergency call back services.**

3.2 Required Notice to Tenant for Special Projects: The Property Manager shall notify Tenant in writing, three (3) business days prior to any quarterly, semi-annual or annual project being started. This includes floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

4. DAILY CLEANING SPECIFICATIONS:

GENERAL OFFICE AND PUBLIC AREAS: *NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Vendor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces that are not cleaned-off shall not be cleaned.

A. OFFICES AND PUBLIC AREAS:

4.1. Trash from Wastebaskets/Trash Receptacles and other waste material labeled as trash must be removed from the building. All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the large green dumpsters provided. Recycle paper in white boxes/bins throughout the building are to be put into the white recycle dumpsters, where available, on the complex. Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket. Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.

4.2. Thoroughly Vacuum all Exposed Carpeted Areas: This will include all offices, public areas, and traffic areas including all corridors and path ways within office areas. All throw rugs are to be vacuumed nightly also. The only vacuum that will be acceptable in any State building will be a vacuum equipped with a HEPA filtration system that meets all State and Federal legal requirements. All vacuums must have a minimum of a 12 Amp motor and be equipped with a brush with a minimum rpm of 1,000 to 1,200 for effective cleaning. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them and all equipment will be subject to inspection and approval by the Lessor/Property Manager prior to contract award.

4.3. All Carpet Areas are to be Spot Cleaned Daily: During normal service hours, Vendor shall use its best efforts to remove stains from carpets, throw rugs and other flooring material. The following process will take place anytime a carpet gets a stain of any type. The affected area will be vacuumed and a spot cleaner applied to remove the stain. *If this does not eliminate the stain the Vendor shall notify the Lessor/Property Manager the very next business day Monday through Friday 7:00 a.m. to 5:00* p.m.

4.4. Carpet Care/Staple/Paper Clip Removal: All carpet areas must have any/all staples and/or paper clip

removed on daily basis. At no time is there to be an accumulation of staples in any carpet area. All gum and other foreign matters that are in the carpet will also be removed on a daily basis. *If a foreign substance will not come out, the Lessor/Property Manager is to be notified immediately the next business day, Monday through Friday 7:00 a.m. through 5:00 p.m.*

4.5. Daily Dusting: It being understood that the following requirements cannot be completed daily throughout the entire building, however, Vendor shall schedule daily work so that the requirements of this Section are completed through-out the entire building each week Dust and remove finger prints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, window sills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are on the surface.

The only exception will be if a desk or table has a note asking that the surface not be cleaned. A complete cleaning and polishing of these surfaces will be done any time the surface is clear of all objects. Walls and doors are to be kept clean and free from spots and hand prints. The kick plates at the bottom of any door also will be cleaned daily. *NOTE! It is to be understood that custodians are never to wedge a door open in the jamb/hinge area.* The Vendor will be responsible for the cost for repairing the damaged doors due to this practice. All doorways and/or entrances will be manually swept thoroughly every day.

4.6. Hard Floor Care: Dust mop and spot damp mop with cool, clean, water all tile, ceramic, stone, resilient, linoleum or other compound tile floor daily. Upon completion of daily routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. Brick floors will be swept and spot mopped. Hardwood floors will be dust mopped with an untreated mop head only.

4.7. Clean, Sanitize and Polish Drinking Fountains: Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks. Drinking fountains are to be polished with a stainless steel polish.

4.8. Customer Service Counters: Clean all customer service counters daily with a damp cloth or sponge using a disinfectant. After washing the counters they are to be dried to insure that the counters are not sticky or streaked from the cleaner used.

4.9. Clean Entryways and Glass in Entryway Doors: Entry glass is to be cleaned inside and outside daily utilizing a chemical to minimize fingerprints. Entry doors are to be considered all doors that lead in or out of a building and the windows that in compass the entry, whether it be just one or a hall way that is considered the entry corridor this is to height of not to exceed twelve feet.

4.10. Cigarette Ash-trays and Sand Urns in Smoking Areas: All cigarette butts, matches, bits of paper etc. are to be removed daily and sand added as needed to maintain a full level. On the last day of each month Vendor shall dispose of the old sand and refill the container with new sand. The sand will be provided by the Vendor.

4.11. Copy Room Care: All copy rooms are to be vacuumed thoroughly and/or the resilient tile floors are to be dust mopped then spot damp mopped nightly, leaving no streaks. This includes around and under the copy/shredding machine.

4.12. Rubberized Mat/Carpets Care: Lessor/ Property Manager are to provide rubberized/carpet mats at entry ways. Vendor is to vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the next business day.

4.13. Interior Stairwells: All stairwells are to be dust mopped or swept nightly and the hand rails are to be wiped with a neutral cleaner nightly. If a spill of any kind is found in a stairwell it is to be cleaned up immediately. All trash

and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

4.14. Vending Room/Area and Machines: All vending machines throughout the buildings are to be kept clean on the exterior of the machine. The surfaces of the machines will be cleaned with a disinfectant. The surfaces should never show streaks or smudges. The tops of all machines are to be dusted nightly and are to never have any trash, paper and/or dust left visible on them

4.15. Elevators: Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all marks, finger prints, etc. The surfaces should never show streaks or smudges. The elevator door tracks must be kept clean and free of debris.

B. RESTROOMS, LOCKER ROOMS AND SHOWER ROOMS: Cleaning of all restrooms, locker rooms and shower rooms are a high priority and are to be cleaned and serviced on a daily basis. All fixtures, floors, walls and stall dividers are to be "cleaned" with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly. Stock piling of refill supplies in the areas of these dispensers is not permitted. *The term "CLEAN" as defined here will be construed to mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixture within these restrooms, locker rooms and shower rooms.*

4.16. Soap Dispenser Care: Refill soap dispensers to maximum capacity every night. The chrome is to be polished and is to be streak free. Broken soap dispensers are to be reported to the Lessor/Property Manager or replaced the very next business day.

4.17. Trash Receptacle/Waste-Can Care: Empty trash containers, polish stainless steel, wipe out inside and replace the liner nightly. The containers are never to be streaky or smudged.

4.18. Mirror and Glass Care: Wash all mirror surfaces with glass cleaner. At no time are mirrors to be left streaky or with smudges on them. The stainless around the mirror will be dusted nightly and polished where applicable.

4.19. Ceramic Tile Walls and all Partition Care: All partitions and ceramic tile walls are to be wiped down nightly with a disinfectant and left with a steak free appearance.

4.20. Clean, Polish and Sanitize Toilets: All porcelain and toilet seats are to be cleaned with a disinfectant, thoroughly and streak free.

4.21. Clean, Polish and Sanitize Urinals: All porcelain is to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom side. All stainless steel, where applicable, is to be polished. Urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly, by the vendor's staff, cleaned under and then replaced. *NOTE! The drain pads are to be replaced on the first of every month. Pads must be dated on the down side with a permanent ink pen when they are placed.*

4.22. Toilet Paper Dispenser Cleaning/Re-Filling: All toilet paper dispensers are to be checked and refilled daily. If at the end of the day, a roll of toilet paper is 1/3 one third or less it is to be replaced and the partial roll left next to the dispenser. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *Note! The only paper that will be considered acceptable will be a quality white 2-ply.*

4.23. Paper Towel Dispenser Cleaning/Re-Filling: Paper towel dispensers are to be checked and refilled to maximum nightly. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *The only paper that will be considered acceptable will be a, single, bi-fold and/or multi-fold, paper towel, that is compatible with the dispenser. The paper product must contain no dyes in the paper.*

4.24. Sanitary Napkin Depositories, Cleaning and Lining/Bagging: In the ladies rest rooms all sanitary napkin depositories are to be checked and emptied nightly. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free. If bags are used, they are to be replaced. *Note! The only bag that will be acceptable will be a quality brown wax paper coated bag.*

NOTE! Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be randomly done during inspections and improperly cleaned toilets and urinals can cause a failure of the inspection.

4.25 Graffiti Removal on all Surfaces: Remove all graffiti from all surfaces. Vendor may consult with any specialist and/or the Lessor/Property Manager in completing the removal of graffiti. The Vendor must notify the Lessor/Property Manager, in writing, of any unsightly mark or graffiti that cannot be cleaned off the wall, partition and mirrors, with in twenty-four (24) hours of finding the problem.

4.26 Floor drains: Floor drains are to be flushed with an approved disinfectant type solution.

C. EMPLOYEES LOUNGE AND BREAK ROOM:

FOOD AREAS: Cleaning of all lunchrooms (excluding appliances, dishes, and utensils) and break-rooms are a high priority and are to be cleaned with approved cleaners and disinfectants that will not harm finishes. All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.

5. WEEKLY PROCEDURES:

A. OFFICES AND PUBLIC AREAS:

5.1 Weekly Vacuuming: In addition to the daily specifications above, one time per week, all carpet edges, accessible carpet beneath furniture and carpet beneath light, movable furniture shall be thoroughly vacuumed. The 'carpet edge' is defined as the area from the cove to one and a half inches away from the wall. This will be accomplished with a vacuum with a hose attachment or a back-pack vacuum. It is to be understood that the only area that the back pack vacuum will be considered permissible in any State building will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.

5.2 Weekly Cleaning: Spot clean to remove all spots and marks from walls, around light switches, door knobs, and door jambs. All HVAC supply and return air vents are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look. All surrounding areas of all wall and ceiling vents will be cleaned of any/all dust and/or residual discoloration. Janitorial sinks are to be cleaned with a disinfectant solution inside and outside. All floor drains are to be flushed out with a disinfectant solution. All stairwells in the building are to be dust mopped then wet mopped. The stairs are to be left clean with no film or streaky finish from the cleaning solution.

5.3 Weekly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.

Step 1. All floors shall be dust mopped.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Spray buff using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.

Step 4. Dust mop again to pick up any particles left from burnishing. Upon completion of weekly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and

linoleum will present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

5.4. Floors will be maintained: in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

- **Sealed concrete**: Dust mop and wet mop until no streaks are visible
- **Hardwood Floors**: Shall be vacuumed using a hard floor attachment to remove dirt and debris from cracks. Then shall be damp mopped, not wet mopped using 2 ounces per gallon of Pacific Cleaner.
- **Polished marble or Granite**: Mop with neutral ph cleaner specifically for stone and buff with white pad.
- **Terrazo**: Mop using water based terrazzo cleaner.
- **Brick and Tile**: Auto scrub using a nylon grit brush.

6. MONTHLY CLEANING SPECIFICATIONS:

6.1. Monthly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.
Step 1. All floors shall be dust mopped.
Step 2. Damp mop using cool, clean, water with a neutral cleaner.
Step 3. Deep scrub floor using a floor machine and blue pad to remove soil, scuffs and black marks.
Step 4. (a) Re-coat VCT and linoleum floors with two coats of non-slip wax.

6.2 Burnish all floors: using a high-speed floor machine to achieve a wet- look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add an additional coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present

Upon completion of the monthly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

6.3 Monthly Hard Floor care for Tile floors (ceramic, Terra cotta, slate etc.): if already treated, re-coat with appropriate finish acceptable to the Lessor/Property Manager.

6.4 Doors: Wood, Metal, Glass and/or Plastic Care: All interior and exterior doors shall be cleaned. The doors are not to show any residual streaks or marks. All thresholds and door trim is to be cleaned as well. There is to be no build-up of wax, or dirt on the thresholds at any time.

7. QUARTERLY PROCEDURES:

7.1. Upholstered Surface Care: Vacuum with a HEPA vacuum all upholstered surfaces including but not limited to, modular furniture with cloth walls, chairs, couches, benches, ottoman, etc.

7.2. Quarterly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.
Step 1. Strip floors of old wax and floor finish by going over the floor completely several times using a floor machine equipped with a stripping pad.
Step 2. Apply two coats of sealer to all VCT and Linoleum floors allowing each coat to dry before applying the

next coat of sealer.

Step 3. (a) Re-coat Tile (lobby floors) with appropriate floor finish acceptable to the Lessor/Property Manager.
(b) Re-coat VCT and linoleum floors with three coats of non-slip wax.

Step 4. Burnish using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present. Upon completion of the quarterly work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

8. SEMI-ANNUAL PROCEDURES:

8.1. Windows: All interior and exterior windows of the building shall be cleaned twice (2) times per year. The cleaning shall be scheduled in the Fall and Spring. Clean windows will be defined as follows. There are to be no; streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service. Any ground level windows or glass less than twelve (12') feet in height may be cleaned by the Janitorial contractor. Any windows or glass higher than twelve (12) feet above ground level will require a licensed Window Cleaning sub-contractor.

8.2. Carpet Cleaning: All carpet shall be cleaned two (2) times annually. Cleaning must be scheduled and approved in writing by the Lessor/Property Manager prior to work being done. Work will be inspected and approved after completion. All carpet areas are first to be vacuumed with a HEPA vacuum thoroughly and then steam cleaned. Carpets will be cleaned using a licensed and bonded carpet cleaning company. The only cleaning method that will be acceptable will be by a truck mounted system, utilizing STEAM/ HOT/WATER EXTRACTION. Any other system or method must have prior approval of the Lessor/Property Manager. Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils, and petroleum-soluble soils. All carpet will be uniform in appearance when dry and vacuumed.

Shampoo all carpeting throughout the building including corridors, lobby area entrances, meeting rooms and offices. Work will commence no later than 30 days after the scheduling and coordination through the Lessor/Property Manager representative using an approved carpet cleaning vendor .

8.3. Carpet Cleaning: Base Cove and Wainscot Care. Wipe down/clean all base-cove wainscot throughout the building. The cleaner used should leave a desirable luster. Vendor to consult with the Lessor/Property Manager on the proper cleaner to use.

8.4. Light Fixtures and Diffusers: Clean all light fixtures and diffusers inside and outside throughout the building.

9. ANNUAL PROCEDURES:

9.1. Window Blinds. All window blinds will be cleaned using a HEPA vacuum with a blind cleaning attachment. All blinds will be cleaned annually; Lessor/Property Manager is to be notified upon completion.

OFFICE LICENSE USE AGREEMENT

THIS OFFICE LICENSE USE AGREEMENT ("Agreement") is entered into this 6TH day of October, 2010 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the National Association for the Advancement of Colored People, a New York non-profit corporation ("NAACP"). City and NAACP are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City desires to license the NAACP certain real property as described herein for the NAACP's use to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination under the terms, conditions, and covenants hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

1. PREMISES

In consideration of the rents, covenants and agreements contained herein, the City licenses to NAACP, and NAACP licenses from the City certain commercial space comprising of approximately 1,280 square feet located at 1052 West Owens Avenue and approximately 1,600 square feet located at 1048 West Owens Ave (collectively "Premises") located in the City of Las Vegas, County of Clark, State of Nevada in Nucleus Plaza Shopping Center ("Shopping Center"), detailed on Exhibit "A" attached hereto and incorporated herein by this reference.

2. TERM

2.1. Commencement Date. The Commencement Date for this Lease Agreement shall be the 1ST day of October, 2010.

2.2 Length of Term. The Term of this License shall be for two (2) years beginning on the Commencement Date. Upon request by the NAACP and upon subsequent approval of the Las Vegas City Council, this Agreement may be renewed for three (3) additional options of two (2) years each. This Agreement may be terminated with or without cause by either Party providing the other Party (ninety) 90-day advance written notice of its intent to terminate this Agreement. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 90 day notification period ends. By way of example, if notification is provided on the 5th day of July, the Agreement terminates on October 31st of that same year.

3. RENT

3.1 NAACP agrees to pay to the City's, without prior demand therefore and without any deduction or set off whatsoever, except as provided herein, a License Fee of Five Hundred Dollars and No Cents ($500.00) per month through the Term of the License.

4. CHANGE TO THE SHOPPING CENTER

The City hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional commercial space, in or on the building in which the Premises are contained, anywhere in the Shopping Center. The City may, but is not obligated, to provide written notice of any changes, alterations or additions, to the NAACP 30 days prior to any such changes, alternations or additions.

5. USE

NAACP shall use the Premises solely for the purpose of conducting its business, which is to ensure the political, education, social, and economic equality of rights of all persons and related services. NAACP shall not use or permit the Premises to be used for any other purpose or purposes without prior written consent of the City.

6. CONTINUOUS OPERATION

NAACP covenants to operate its business at the Premises continuously during the entire term of this Lease. NAACP shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. NAACP shall conduct its business on the Premises during the regular customary days and hours of such type of business in the city or trade area in which the Shopping Center is located, and may conduct such business on any other days or times it deems appropriate.

7. LAWS, WASTER, NUISANCE

NAACP covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

8. SIGNS, AWNINGS, AND CANOPIES

8.1. NAACP shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Shopping Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining the City's written approval. NAACP further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising material, or other things as may be approved in good condition and repair at all times. The City may, at NAACP's cost, remove any item erected in violation of this Section.

8.2. Uniform Signs. The City shall have the right to compel NAACP to purchase or lease, a facia sign for the front of NAACP's premises. Said sign shall be consistent with other signs in the Shopping Center. The City shall have the sole right to designate the style of said sign, materials for construction of said sign and the style and manner of lettering and lighting of said sign.

9. MAINTENANCE

The City agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of NAACP, or any of its or their invites. NAACP agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. The City agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to NAACP. NAACP agrees to the day-to-day maintenance including janitorial services at NAACP's expense.

10. ALTERATIONS

10.1. NAACP Alterations and Improvement. NAACP shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the store front, without first obtaining the City's written approval. NAACP shall present to the City plans and specifications for such work at the time approval is sought. In the event the City consents to the making of any alterations, additions, or improvements to the Premises by NAACP, the same shall be made by NAACP at NAACP's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, NAACP shall have the same performed in such a manner as not to obstruct access to any portion of the Shopping Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless the City otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of NAACP's acts or omissions or because of a claim against NAACP, NAACP shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by City.

12. UTILITIES

The City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center unless occasioned by the City's acts or omissions. NAACP agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by NAACP shall require additional utility facilities, the same shall be installed at NAACP's expense in accordance with plans and specifications to be approved in writing by the City, NAACP shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services. Should the City elect to supply any utility services, NAACP agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility furnishing the same.

13. COMMON AREAS

13. 1. Revocable License. All common areas in the Shopping Center which NAACP may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, the City shall not be subject to any liability nor shall NAACP be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Shopping Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by NAACPs, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. The City shall operate and maintain the common areas in such manner as the City in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

14. ASSIGNMENT

14.1. Assignment Prohibited. NAACP shall not transfer, assign, mortgage, or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than NAACP, or sublet the Premises, or any part thereof, without the prior written consent of the City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Agreement from NAACP by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. In the event that NAACP hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

14.2. Consent Required. Any assignment or subletting without the City's consent shall be void, and shall constitute a default hereunder which, at the option of the City, shall result in the termination of this Agreement or exercise of the City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through NAACP.

14.3. City's Right in Event of Assignment. If this Agreement is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than NAACP, the City may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the NAACP hereunder or a release of NAACP from the further performance of all of the covenants and obligations of NAACP herein contained. In the event that the City shall consent to a sublease or assignment hereunder, NAACP shall pay to City reasonable fees, not to

exceed $250.00, incurred in connection with processing documents necessary to the giving of such consent.

15. INDEMNITY

15.1 NAACP shall indemnify the City and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by NAACP of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of NAACP, its agents, contractors, employees, invitees, licensees, or concessionaires.

15.2 The City shall not be responsible or liable at any time for any loss or damage to NAACP's merchandise, equipment, fixtures, or other personal property or to NAACP's business, including any loss or damage to either the person or property of NAACP that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

15.3 NAACP shall give prompt notice to the City in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

15.4 In case City shall without fault on its part be made a party to any litigation commenced by or against NAACP, then NAACP shall protect and hold City harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15.5 In case NAACP shall without fault on its part be made a party to any litigation commenced by or against the City, then City shall protect and hold NAACP harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

16. INSURANCE

16.1. At all times during its occupancy of the Premises, NAACP shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million Dollars and No Cents ($1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00). NAACP shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, NAACP shall submit to City a certificate of insurance which evidences the above required coverages and names City as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the City and NAACP. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to City. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to City.

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17. DESTRUCTION

17.1. City's Remedies. If the Premises shall be partially damaged by any casualty insured against under City's insurance policy, City shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered unacceptable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly unacceptable, or (b) the Premises should be damaged as a result of a risk which is not covered by City's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of the City be operated as an integral unit, then and in any such events, the City may either elect to repair the damage or may cancel this Agreement by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Agreement shall expire and NAACP shall vacate and surrender the Premises to the City. NAACP's liability for rent upon the termination of this Agreement shall cease as of the date following the City's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of NAACP or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Agreement is terminated by the City or NAACP, NAACP shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

17.2. NAACP's Remedies. The NAACP may, notwithstanding the foregoing, terminate this Agreement effective immediately on the date of written notice to the City in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to the City in the event of one or more of the occurrences in items 18. 1(b) and (c). If NAACP shall terminate this Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to City or perform any other term and condition of said Agreement other than remove it's personal property in accordance with the terms herein upon the effective date of the written notice of termination. NAACP shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Agreement.

18. CONDEMNATION

18.1. Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceeding, then this Agreement shall cease and terminate as of the date of title vesting in such proceeding.

18.2. Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of NAACP (except for the amount of floor space), then this Agreement shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of NAACP, then this Agreement shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and the City shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by the City in originally constructing said building, nor shall the City in any event be required to expend for such work an amount in excess of the amount received by the City as damages for the part of the Premises so taken.

"Amount received by the City" shall mean that part of the award in condemnation, which is free and clear to the City of any collection by mortgage lenders for the value of the diminished fee.

18.3. City's Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, the City or NAACP, by written notice, terminate this Agreement. If this Agreement is terminated as provided in this subsection, rent shall be paid up to the date that possession is taken by public authority and the City shall make an equitable refund of any rent paid by NAACP in advance.

18.4. NAACP shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although NAACP shall have the right, to the extent that the same shall not reduce the City's award, to claim from the condemnor, but not from the City, such compensation as may be recoverable by NAACP in its own right for damages to NAACP's business and fixtures.

18.5. Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi- public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

19. EVENTS OF DEFAULT REMEDIES

19.1. Default by NAACP. Upon the occurrence of any of the following events, the City shall have the remedies set forth in Section 19.2:

(A) NAACP fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) NAACP fails to perform any other term, condition or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to NAACP by the City.

(C) NAACP or its agent shall falsify any report required to be furnished to the City hereunder.

(D) NAACP shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or NAACP petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) NAACP violates either Section 6 or Section 15.

19.2. Remedies. Upon the occurrence of the events set forth in Section 19.1, the City shall have the option to take any or all of the following actions, without further notice or demand of any kind to NAACP or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, NAACP, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such

reentry of taking possession of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given by the City to NAACP. No such action by the City shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of NAACP required to be kept or performed.

(C) Terminate this Agreement by written notice to NAACP. In the event of such termination, NAACP agrees to immediately surrender possession of the Premises. Should the City terminate this Agreement, it may recover from NAACP all damages it may incur by reason of NAACP's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from NAACP to the City.

(D) Should the City reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Agreement, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon such other terms and conditions as the City in its sole discretion may deem advisable. Upon each such reletting all rentals received by the City from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from NAACP to the City; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by NAACP hereunder, NAACP shall pay any such deficiency to the City. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to NAACP pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, the City may at any time thereafter elect to terminate this Agreement for such previous breach. The remedies given to the City in this Section 19 shall be in addition and supplemental to all other rights or remedies which the City may have under laws then in force.

20. ACCESS TO PREMISES

The City shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. The City shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to NAACP to inspect or to exhibit the same to prospective purchasers, mortgagees, NAACPs, and lessees, and to make such repairs, additions, alterations or improvements as the City may deem desirable. The City shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of NAACP in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of NAACP's business or otherwise, and NAACP shall have no claim for damages, provided The City shall perform the labor required during non-business hours of the NAACP unless there exists a state of emergency affecting the health and safety of those NAACPs and persons in other portions of the Shopping Center that necessitates immediate corrective action.

21. CONTRACTOR

With respect to each of the City's obligations under any provision of this Agreement concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) By the City's arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at the City's option, be a corporation or other entity directly or indirectly affiliated with or controlled by the City); and/or, at the City's option, (ii) If at the time the City is required to fulfill such obligation it is the holder of a license authorizing it to act as a contractor within such State, by the City's participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permit required for creation or reconstruction of the Premises, the building containing the same, or other improvements in the Shopping Center shall be obtained by the City's contractor(s) or, if the City acts as such, by the City itself

22. ATTORNMENT

In the event of the sale or assignment of the City's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by the City covering the Premises, NAACP shall attorn to the assignee or purchaser and recognize such purchaser as the City under this Agreement.

23. QUIET ENJOYMENT

NAACP, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

24. SURRENDER OF PREMISES

At the expiration of this Agreement, NAACP shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Agreement, reasonable wear and tear excepted, and shall deliver all keys to the City. Before surrendering the Premises, NAACP shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by NAACP as may be specified for removal by the City, and shall repair any damage caused by such property or the removal thereof. If NAACP fails to remove its personal property and fixtures upon the expiration of this Agreement, the same shall be deemed abandoned and shall become the property of the City.

25. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either the City or the NAACP institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

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26. PAST DUE SUMS

If NAACP fails to pay, when the same is due and payable, any rent, additional rent, or other sum to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum.

27. MISCELLANEOUS PROVISIONS

27.1. No Partnership. The City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of NAACP in the conduct of its business or otherwise. The provisions of this Agreement relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

27.2. Force Majeure. The City shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the City's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

27.3. No Waiver. Failure of the City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing signed by the City.

27.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to the City, at the place specified for payment of rent and (b) if to NAACP, either at the Premises or at any other current address for NAACP which is known to the City. Either party may designate such other address as shall be given by written notice.

To City: City of Las Vegas
Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

To NAACP: National Association for the Advancement of Colored People
Attn: Executive Director
1048 West Owens Avenue
Las Vegas, Nevada 89106

27.5. Recording. NAACP shall not record this Agreement or a memorandum thereof without the written consent of the City. The City, at its option and at any time, may file this Agreement for record with the Recorder of the County in which the Shopping Center is located.

27.6. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

27.7. Broker's Commissions. NAACP represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Agreement, and agrees to indemnify City against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

27.8. Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by NAACP shall be construed to be both a covenant and a condition, and if there shall be more than one NAACP, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by the City of the Shopping Center, the Premises, or this Agreement, the City shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to the City's successor in interest.

27.9. Entire Agreement, Etc. This Agreement and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Agreement are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Agreement and constitutes consideration given to the City to enter into this Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon the City or NAACP unless reduced to writing and signed. Submission of this Agreement for examination does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by the City to NAACP. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Agreement, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Agreement contains no restrictive covenants or exclusives in favor of NAACP. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

28. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, NAACP warrants that is has disclosed on the form attached as Exhibit "B", all principals and partners of the NAACP, as well as all persons and entities holding more than a one percent (1%) interest in the NAACP, or any principal of the NAACP. Throughout the term hereof, the NAACP, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

29. AUTHORITY OF SIGNATORIES

Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Agreement is binding upon said entity in accordance with its terms.

30. COUNTERPARTS/ELECTRONIC DELIVERY

This Use Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be

appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

31. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth above.

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST:

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

Approved as to form:

By: John S. Ridilla 8/27/10
Deputy City Attorney Date

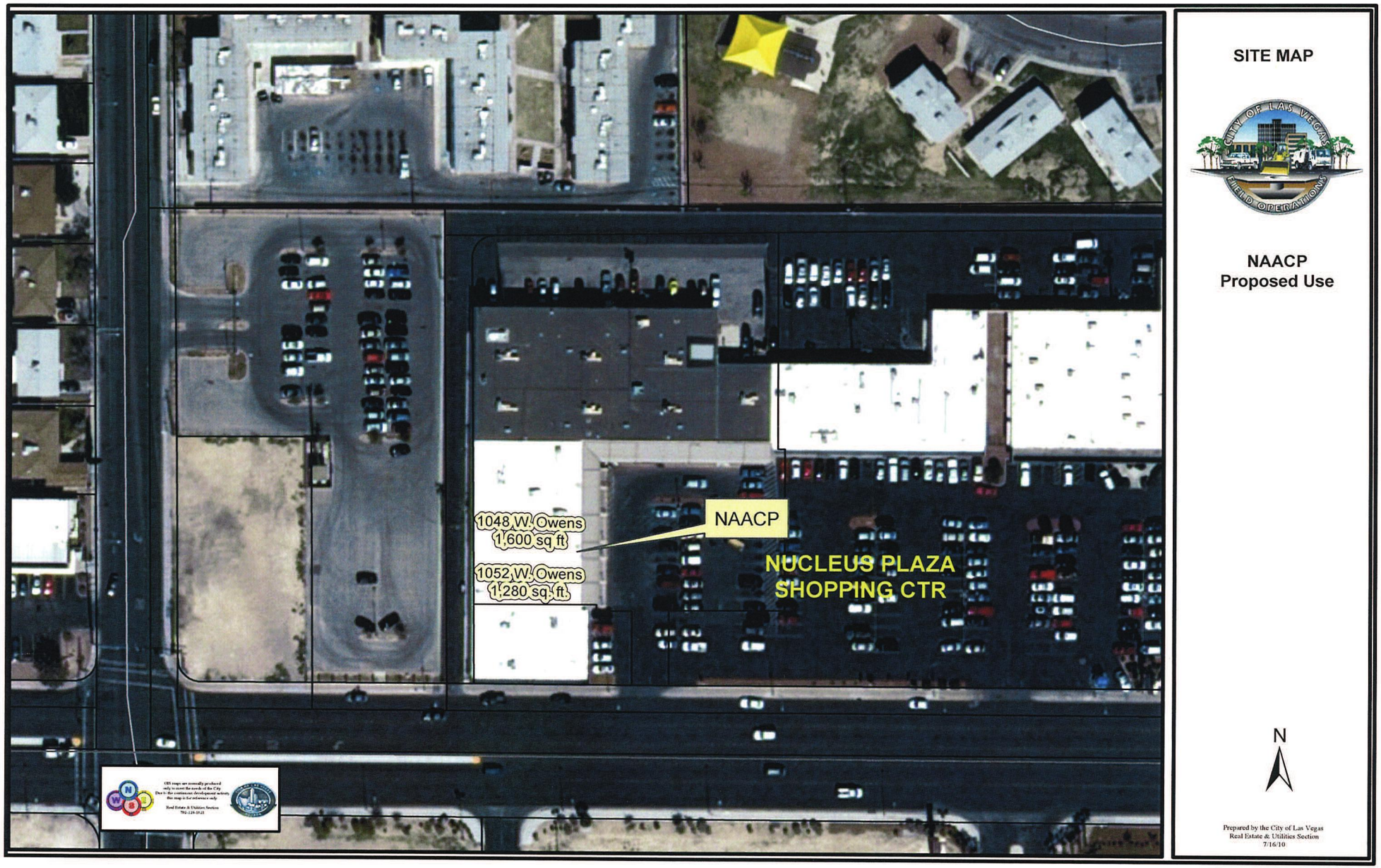
NAACP

By:_____

Name: FRANK HAWKINS

Title: President CV Branch IIII

EXHIBIT "A"



SITE MAP

NAACP
Proposed Use

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Prepared by the City of Las Vegas
Real Estate & Utilities Section
7/16/10

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors of the National Association for the Advancement of Colored People and all persons and entities holding more than 1% interest in National Association for the Advancement of Colored People are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Frank Hawkins	2009 Alta Dr.	638-1300
2. Ida Gaines	3731 My Way	
3. Samesha Ramadan	5601 Indian Ridge Dr.	275-7375
4. Doris Woods	205 E. Harmon Ave #808	219-5545
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

National Association for the Advancement of Colored People
a Non-Profit organization

By: _____
Its: President LV Branch IIII

Subscribed and sworn to before me this
1 day of Sept, 2010.

Notary Public

SHARON BULLOCK
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-28-2011
Certificate No: 93-2360-1

ORIGINAL

LAND LEASE AGREEMENT/CELL TOWER

This Land Lease Agreement (hereinafter "Lease") is made this 20th day of June, 2001, by and between the City of Las Vegas, Nevada, 400 East Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter "Lessor") and Southwestco Wireless, LP, d/b/a Verizon Wireless by Southwestco Wireless, Inc., its ~~general~~ managing partner, 180 Washington Valley Road, Bedminister, NJ 07921 (hereinafter "Lessee").

Initial here Lab

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to a monopole tower, equipment shelter and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of Owens Avenue & J Street ("City Parking Lot"), Las Vegas, Nevada 89106, generally located in the area bounded by Owens Avenue and J Street .

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as used by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada, (hereinafter "Lessor"), and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., its ~~general~~ managing partner , (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms when capitalized, have the meaning indicated:

2.1 "Backhaul Network" means the physical network that connects cells to a central

switching point or the Public Switch Telephone Network ("PSTN").

2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.

2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.

2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2.5 Manager" means the City Manager or his or her designee.

2.6 "Wireless Communications System" means any system which uses a form of

cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 665 square feet of property located at the City Parking Lot, Las Vegas, Nevada 89106, (hereinafter "Premises"). A description of the Premises is attached hereto and incorporated herein as Exhibit "A". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System Facilities in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1. Construction may include, but not be limited to a monopole tower, and equipment shelter and security fencing.

4. TERM:

4.1 The initial term of this Lease is five (5) years. The term will begin six (6) months after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing. of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

5.1 The total rental payment for the initial five (5) year term of this Lease shall be One thousand eight hundred and No/100ths Dollars ($1800.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payments not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to one and one-half percent (1.5%) of the amount due.

5.2 Each renewal term will have its own rent terms. Exhibit "B" of this Lease will detail the rent for the original term and each subsequent renewal term.

5.3 If the term does not begin on the first day of the month or end on the last day of the month, the rent for the partial month shall be prorated, based on the number of days in the month.

5.4 As additional consideration, within fifteen (15) business days after the full execution of this Lease, Lessee shall pay to Lessor a one-time administrative payment in the amount of One Thousand Dollars ($1,000.00).

6. INGRESS, EGRESS AND UTILITY EASEMENT:

6.1 Lessor hereby grants to Lessee an easement for ingress, egress, regress and utilities over properties of Lessor adjacent to the Premises for construction and maintenance of the Structures on the Premises, for the installation, construction and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Lessee of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Lease Term. The location and

configuration of the Easement along with the Easement Agreement Form, shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Lease and shall be included in any recorded Memorandum of this Lease. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at Lessee's request and expense, this Easement shall be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

8.1 Lessee shall use the Premises for the purpose of constructing, maintaining and operating a Wireless Communications System. Lessee shall have the right to

construct a monopole tower and foundation, and equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof as more particularly described in the written plans and details attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property

8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, other occupants of the City Parking Lot or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform at the expense of Lessee reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). The Lessor and its agents shall have the right during the term of the Lease to examine

Lessee's transmitter equipment and facilities in order to detect any potential interference with the Lessor's telecommunication uses, provided that Lessee's representative is present during such examinations.

8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee.

8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.

8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole

discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall work forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.

8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 Lessee may not sublease within their shelters or on ground within their lease area. Lessee may sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations

under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR:	City of Las Vegas Attn: Manager Department of Public Works/Real Estate & Assets 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101
WITH A COPY TO:	City of Las Vegas City Attorney's Office, 9th Floor Las Vegas, Nevada 89101
TO LESSEE:	Verizon Wireless 180 Washington Valley Road Bedminister, NJ 07921 Attention: Network Real Estate

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above

provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the monopole tower and Lessee's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set for the in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief,

no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) By either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license,

permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Lease by Lessee:

20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues

for a period of thirty (30) calendar days after written notice is given to Lessor;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a fifteen percent (15%) penalty of the amount due will be assessed.

20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. SURVEY AND TESTING:

24.1 Lessee shall have the right for ninety (90) business days from the execution of this Lease to survey, soil test, and make any other investigations necessary to

determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If Lessee, within the above stated time determines that for any reason the Premises is not suitable, this Lease, upon thirty (30) calendar days written notice given to Lessor, shall become null and void; provided that at Lessee's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that Lessee shall deliver copies of all soil tests and investigation reports to Lessor.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

26. MECHANIC'S LIENS:

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of

such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely

responsible for making such changes to the Premises as may be necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.

33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a

franchise required by any City ordinance, State statute or constitutional provision or Federal law.

33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.

33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.

33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Leased Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over

shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to

consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. RIGHT TO REGISTER OR RECORD:

39.1 Upon the request of Lessee, Lessor agrees to promptly execute and deliver to Lessee a Memorandum of Lease and recordable or registerable form setting forth the general terms of the Lease, and such other information, as Lessee shall request.

40. INTERPRETATION:

40.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

41. RENT PAYMENT:

41.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101.

42. DATE OF LEASE:

42.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

43. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Assets Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual

obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. WAIVER OF LESSOR'S LIEN:

(a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

...

...

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

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45. DISCLOSURE OF PRINCIPALS:

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as Exhibit "E", all principals and partners of SOUTHWESTCO WIRELESS, L.P., as well as all persons and entities holding more than a one percent (1%) interest in SOUTHWESTCO WIRELESS, L.P., or any principal of SOUTHWESTCO WIRELESS, L.P. Throughout the term hereof, SOUTHWESTCO WIRELESS, L.P., shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF LAS VEGAS

"Lessor"

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Deputy City Attorney Date 6/7/01

Initial here MOR

SOUTHWESTCO WIRELESS, LP,
d/b/a VERIZON WIRELESS, By SOUTHEWESTCO
WIRELESS INC., its ~~GENERAL~~ MANAGING PARTNER

"Lessee"

Robert F. Swaine
Chief Technical Officer & West Area
Chief Technical Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On 7-13-01 (Date), before me, Carolyn J. Wilson (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Robert F. Swaine (Name(s) of Signer(s)),

CAROLYN J. WILSON
Commission # 1224499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Beverly K Bridges
NOTARY PUBLIC, in and for said
County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared ROBERT F. SWAINE to me known to be an authorized representative of Southwestco Wireless, Inc., the ~~general~~ managing partner of Southwestco Wireless, LP, the limited partnership, d/b/a Verizon Wireless that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Southwestco Wireless, LP, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Print or Type Name: _____
Notary Public in and for the State of CA, residing at
_____
My appointment expires: _____

When recorded, mail to:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

Exhibit "A"

(Legal Description)

AS SHOWN IN THE ATTACHED EXHIBIT "C" THAT PORTION OF:

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21 THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE THEREOF DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 1°24'55" EAST ALONG THE WEST LINE OF "H" STREET A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO SAVEWAY SUPER SERVICE STATIONS, INC BY DEED RECORDED MAY 16, 1961, AS DOCUMENT NO 240907, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE CONTINUNING NORTH 1°24'55" EAST A DISTANCE OF 25.02 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA TO INTERMOUNTAIN INVESTMENT CO. BY DEED RECORDED NOVEMBER 27, 1962, AS DOCUMENT NO. 324064, OFFICIAL RECORDS OF CLARK COUNTY NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 350.00 FEET TO A POINT; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE TURNING TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 110.00 FEET AND SUBTENDING A CENTRAL ANGEL OF 41°27'46" AN ARC LENGTH OF 79.60 FEET TO A POINT; THENCE ALONG A REVERSE TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 41°27'46" AN ARC LENGTH OF 65.13 FEET TO A POINT; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 378.95 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 0.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO ROBERT J. GORDON BY DEED RECORDED JANUARY 28, 1963 AS DOCUMENT NO. 336155, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°09'35" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF "J" STREET; THENCE SOUTH 0°00'49" EAST ALONG THE EAST LINE OF SAID "J" STREET A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 59, PAGE 85) TO A POINT; THENCE SOUTH 89°09'35" EAST A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 59, PAGE 85) TO THE TRUE POINT OF BEGINNING.

Initials:

LESSEE:
LESSOR: BR.

Exhibit "B"

(Rent Terms)

INITIAL 5-YEAR TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$1800.00
2ND YEAR	$1800.00
3RD YEAR	$1800.00
4TH YEAR	$1800.00
5TH YEAR	$1800.00

FIRST 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2160.00
2ND YEAR	$2160.00
3RD YEAR	$2160.00
4TH YEAR	$2160.00
5TH YEAR	$2160.00

SECOND 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2810.00
2ND YEAR	$2810.00
3RD YEAR	$2810.00
4TH YEAR	$2810.00
5TH YEAR	$2810.00

THIRD 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2965.00
2ND YEAR	$2965.00
3RD YEAR	$2965.00
4TH YEAR	$2965.00
5TH YEAR	$2965.00

Initials:

LESSEE: _____
LESSOR: _____

EXHIBIT "C"

28

verizonwireless

4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 65044

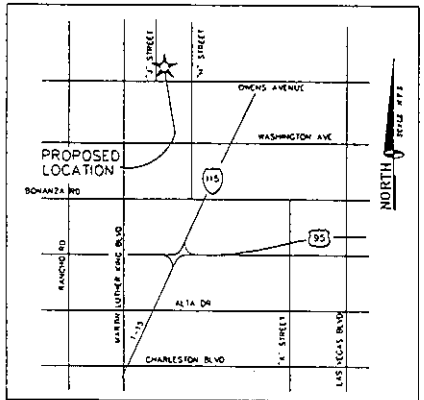
INITIAL

LSV-MORGAN
LSV-374 "A"
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106

THE PROPOSED PROJECT INCLUDES

- INSTALLATION OF MINIMUM VISIBILITY ANTENNAS ON A NEW 55' MONOPOLE WITH A MAXIMUM ANTENNA HEIGHT OF 55'
- INSTALLATION OF A 12' X 12' MODULAR SHELTER ON A CONCRETE PAD
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM BTS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO MODULAR SHELTER
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER
- INSTALLATION OF A 6' BLOCKWALL FENCE WITH (2) 4' SWING GATES
- INSTALLATION OF A 6'X8' GENERATOR PAD

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE
VERIZON WIRELESS
CONSTRUCTION MANAGER
840 GRIER DRIVE
LAS VEGAS, NV 89119
(702) 270-3620
CONTACT: BOBBY COSTA

PROPERTY INFORMATION

OWNER / ADDRESS	CITY OF LAS VEGAS 400 EAST STEWART AVE LAS VEGAS, NEVADA 89101
CONTACT / PHONE	DAVE ROHRN (702) 229-1021
AREA OF CONSTRUCTION	900 SQ FT. MORE OR LESS
OCCUPANCY TYPE	U-2
CONSTRUCTION TYPE	5-N
CURRENT ZONING	R-E
ZONING APPLICATION #	ADR 180
A.P.N.	139-21-803-008
HANDICAP REQUIREMENTS	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED

PROJECT INFORMATION

EQUIPMENT LOCATION	○ OUTDOOR	■ INDOOR
EQUIPMENT SHELTER	■ YES	○ NO

ANTENNA LOCATION
- ■ NEW MONOPOLE
- ○ SELF SUPPORT TOWER
- ○ EXISTING MONOPOLE
- ○ ROOF TOP
- ○ EXISTING TOWER
- ○ OTHER

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES

1. UNIFORM BUILDING CODE 1997
2. NFPA 101-1990
3. LOCAL BUILDING CODE
4. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

STRUCTURAL ENGINEER:

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

TOWER ENGINEER:

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
LS1	SITE SURVEY (NOT INCLUDED FOR PERMIT)	0
A1	SITE PLAN & CONSTRUCTION NOTES	1
A2	LEASE DETAIL, ABBREVIATIONS, LEGEND	2
A3	ANTENNA LAYOUT, ANTENNA & CABLE SCHEDULE, MONOPOLE ELEVATIONS	2
A4	SHELTER ELEVATIONS & FOUNDATION DETAILS	1
E1	POWER, TELCO & COAX ROUTING, PANEL SCHEDULE, 1-LINE DIAGRAM AND NOTES	2
E2	GROUNDING LAYOUT, SCHEMATIC, NOTES AND DETAILS	2
E3	GROUNDING DETAILS	1

SHEET INDEX — ISSUED FOR: PERMIT

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		

APPROVAL LIST

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION
LSV-MORGAN
LSV374-A
OWENS AVE AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:
5/22/01

ISSUED FOR:
100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
2	5/22/01	CHANGE POLE HEIGHT	DI
1	05/02/01	100% CONSTRUCTION	DI
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSTRUCTION MANAGER:

DRAWN BY:	CHK.:	APV.:
J. TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:
TITLE SHEET

SHEET NUMBER: T1 — REVISION: 2

LSV374-

CONFIDENTIAL AND PROPRIETARY. NOT FOR USE OR DISCLOSURE OUTSIDE OF VERIZON WIRELESS INC. EXCEPT UNDER WRITTEN PERMISSIO

EXHIBIT "C"

1. THE FACILITY IS AN UNOCCUPIED SPECIALIZED MOBILE RADIO FACILITY
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER
4. THE CONTRACTOR SHALL RECEIVE IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATION TAKE PRECEDENCE
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS
7. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. MANAGER AND WITH LANDLORD'S AUTHORIZED REPRESENTATIVE
8. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS
9. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 23 OF THE UNIFORM BUILDING CODE REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS
11. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE SITE AND NOTIFY THE PROJECT MANAGER OF ANY DISCREPANCIES BEFORE STARTING ANY WORK
12. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT FOR DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK
13. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER
14. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE
15. CONTRACTOR TO PROVIDE COMPLETE SET OF AS BUILT DRAWINGS within 10 WORKING DAYS OF PROJECT COMPLETION
16. CONTRACTOR IS TO SPRAY WITH CPA APPROVED WEED CONTROL PRIOR TO PLACING 4" AGGREGATE BASE (GEOTECH FABRIC AND CRUSHED RICK TYPICAL INSIDE ENTIRE SITE

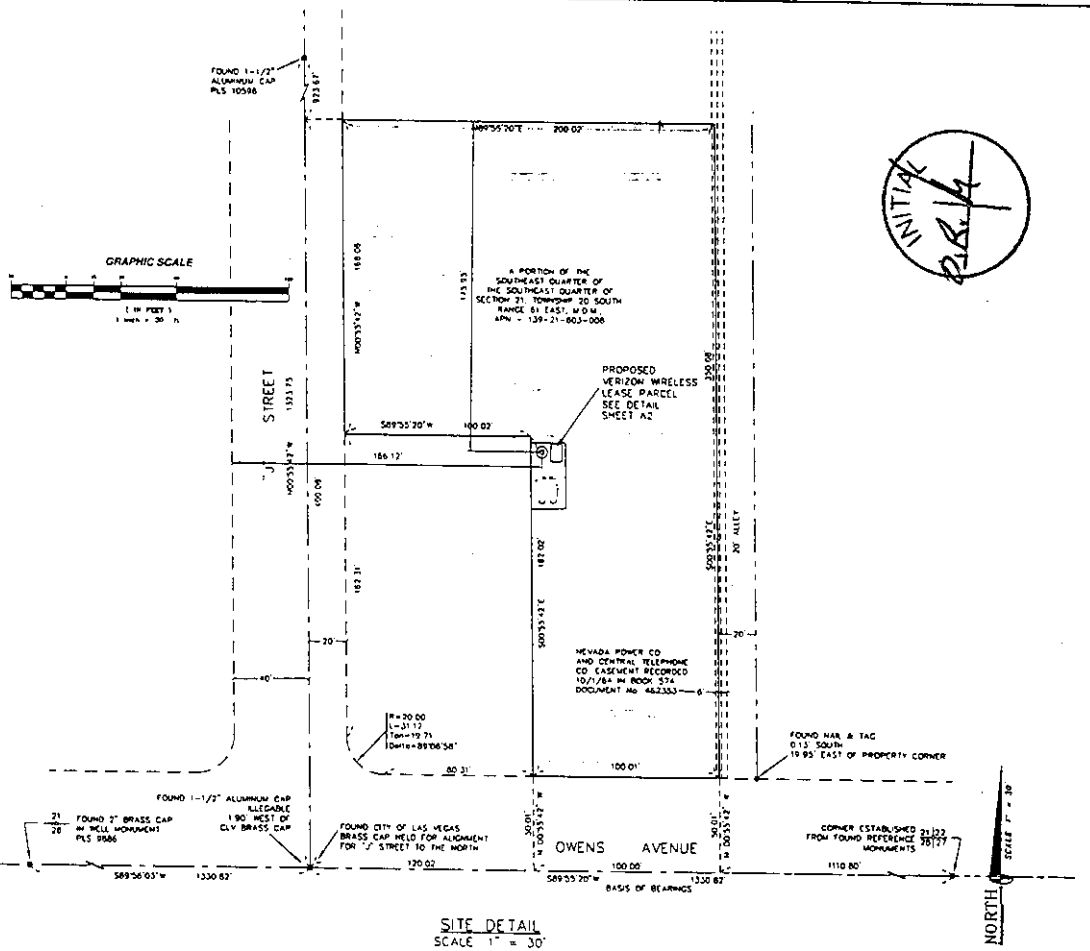
BASIS OF BEARINGS

SOUTH 89°55'20" WEST, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST M.D.M., AS SHOWN ON FILE 69 OF SURVEYS, PAGE 86 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL
No. 25 21 101/2254
RIVET AND PLATE IN TOP OF CURB, NE RETURN OWENS AVE. AND H STREET

ELEVATION = 619.4213 (METERS) / 2032.22 (FEET)
NORTH AMERICAN VERTICAL DATUM OF 1988



SITE DETAIL
SCALE 1" = 30'

PROJECT GENERAL NOTES

1. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM 1988
2. SURVEY INFORMATION SHOWN IS OBTAINED FROM A SURVEY PREPARED BY SPECTRUM SURVEYING DATED 05/16/01
3. THE ENGINEER SPECTRUM SURVEYING & ENGINEERING AND REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AT (702) 367-3705
4. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED
5. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS
6. ANY DRAIN INLET/DIP FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SITE LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT
7. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES
8. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AD INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE PERFORMED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK
10. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION
11. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS
12. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS
13. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY
14. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY
15. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE
16. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER
17. ONE GRADES WITHIN THE FENCED IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR AND REPAVING WITH ASPHALT CONCRETE TO MATCH EXISTING
18. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR
19. DRIVEWAY CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO NEVADA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR THE ROAD AND BRIDGE CONSTRUCTION", LATEST EDITIONS, AND ALL APPLICABLE PROVISIONS OF LOCAL COUNTY ORDINANCES
20. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION

CONSTRUCTION NOTES

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION

LSV-MORGAN
LSV374-A
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE
5/02/01

ISSUED FOR
100% CONSTRUCTION

REV	DATE	DESCRIPTION	BY
1	05/02/01	100% CONSTRUCTION	DW
0	04/23/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-3705
FAX (702) 367-8733

CONSULTANT

DRAWN BY:	CHK:	APV:
J. TWEDEN	L.S.	D.C.

LICENSURE

SHEET TITLE
SITE PLAN
CONSTRUCTION NOTES

SHEET NUMBER: A1 | REVISION: 1
LSV374-A

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EXHIBIT "C"

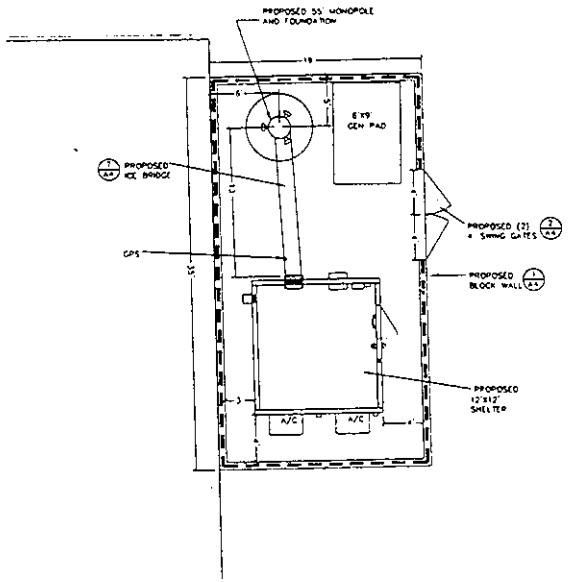
30

ABBREVIATIONS

SGL.P./T.P./S.P.	SINGLE POLE, TEE POLE, & THREE POLE
A/C	AIR CONDITIONING
ADJ.	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
APPROX.	APPROXIMATELY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE
A (OR Amp)	AMPERE
BLDG.	BUILDING
BLK.	BLOCK
BMR	BASE MOBILE RADIO
B/S	BUILDING STANDARD
Bv	BEVELED
C.O.	CONDUIT ONLY
C	CONDUIT BURIED AS NOTED
C.B.	CIRCUIT BREAKER
CKT.	CIRCUIT
CLG.	CEILING
CLR.	CLEAR
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.F.C.I.	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
DBL.	DOUBLE
DIA. or ø	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DN.	DOWN
DTL. OR A	DETAIL
DWG.	DRAWING
(E)	DUAL ELEMENT FUSES
E.	EAST
EA.	EACH
EL. ELEV.	ELEVATION
ELECT.	ELECTRICAL
EQ.	EQUAL
EQUIP.	EQUIPMENT
EW	EACH WAY
EXIST.	EXISTING
EXT.	EXTERIOR
EMT	ELECTRICAL METALLIC TUBING(THIN WALL)
E.C.	ELECTRICAL CONTRACTOR
EGB	EQUIPMENT GROUND BUS
EMT	ELECTRICAL METALLIC TUBING
FIN.	FINISH
FLOUR.	FLUORESCENT
FLR.	FLOOR
FT.	FOOT
GRC	GALVANIZED RIGID CONDUIT
G. or GRD.	GROUND
GA.	GAUGE
GALV.	GALVANIZED
GC	GENERAL CONTRACTOR
GWB	GYPSUM WALL BOARD
GYP. BD.	GYPSUM BOARD
HARD WD.	HARDWOOD
HORIZ.	HORIZONTAL
HR.	HOUR
HT.	HEIGHT
HVAC	HEATING, VENTING AND AIR CONDITIONING
I.D.	INSIDE DIA.
IN.	INCH
INFO.	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
kW	KILOWATTS
LB(S).	POUND(S)
MAS.	MASONRY
MECH.	MECHANICAL
MET. MTL.	METAL
MFR.	MANUFACTURER
MGR.	MANAGER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MGB	MAIN GROUND BUS
M.O.	MOUNTED
NEUT.	NEUTRAL
NTH.	NORTH
N.A.	NOT APPLICABLE
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
OD	OUTSIDE DIAMETER
OPNG.	OPENING
OPP.	OPPOSITE
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE
OHT/OHP	OVERHEAD POWER/OVERHEAD TELEPHONE
PVC	SCHEDULE 40 PLASTIC CONDUIT
PLYWD.	PLYWOOD
PR.	PAIR
PROJ.	PROJECT
PROP.	PROPERTY
PT.	PRESSURE TREATED
RECPT.	RECEPTACLE
REQ'D.	REQUIRED
RM.	ROOM
R.O.	ROUGH OPENING
S.	SOUTH
SW.	SWITCH
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
SS	STAINLESS STEEL
STL.	STEEL
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
S.V.	SHEET VINYL
THRU	THROUGH
THKD.	THICKED
T.O.C.	TOP OF CURB
T.O.M.	TOP OF MASONRY
T.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
TEMP.	TEMPORARY
THK.	THICK(NESS)
T.N.S.	TOE NAIL
T.O.A.	TOP OF ANTENNA
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
UBC	UNIFORM BUILDING CODE
U/G	UNDERGROUND POWER
UGT	UNDERGROUND TELEPHONE
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
VT.	VINYL TILE
W.	WEST
W/	WITH
WDW.	WINDOW
W/O	WITHOUT
W.	WATTS
W.P.	WEATHERPROOF
XFMR.	TRANSFORMER
℄	CENTERLINE
P/L	PROPERTY LINE
&	AND
@	AT
#	NUMBER
∠	ANGLE

LEASE DETAIL

NORTH SCALE: 1" = 5'

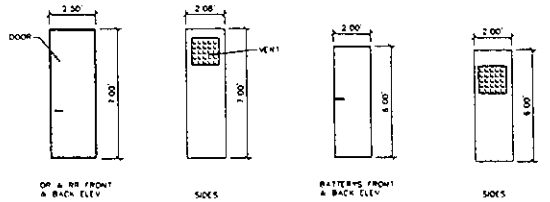


PLAN NORTH / GRID NORTH — SCALE: 1" = 5' — 1

LEGEND

NEW ANTENNA	GROUT OR PLASTER
EXISTING ANTENNA	(E) BRICK
GROUND ROD	(E) MASONRY
GROUND BUS BAR	CONCRETE
MECHANICAL GRND CONN.	EARTH
CADWELD	GRAVEL
GROUND ACCESS WELL	PLYWOOD
ELECTRIC BOX	SAND
TELEPHONE BOX	WOOD GRAIN
LIGHT POLE	WOOD BLOCKING
FND MONUMENT	STEEL
SPOT ELEVATION	DETAIL REFERENCE
SET POINT	ELEVATION REFERENCE
REVISION	SECTION REFERENCE
GRID REFERENCE	ELECTRICAL CONDUIT
	COAXIAL CABLE
	OVERHEAD SERVICE CONDUCTORS
	CHAIN LINK FENCING
	CENTERLINE
	PROPERTY/LEASE LINE
	MATCH LINE
	WORK POINT
	GROUND CONDUCTOR
	TELEPHONE CONDUIT

EQUIPMENT ELEVATION



SCALE: NONE — 2

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION:

LSV-MORGAN
LSV374-A
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:
5/22/01

ISSUED FOR:
100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
2	05/23/01	CHANGE POLE HEIGHT	DW
1	05/02/01	100% CONSTRUCTION	DW
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD. SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

DRAWN BY	CHK.	APV.
J TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:
LEASE DETAIL
EQUIPMENT PLAN/ELEVATIONS
ANTENNA LAYOUT/SCHEDULE

SHEET NUMBER: A2 — REVISION: 2 — LSV374-A

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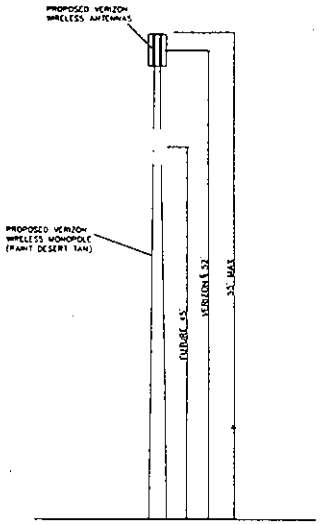
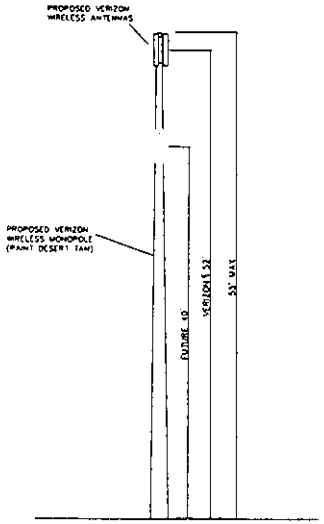
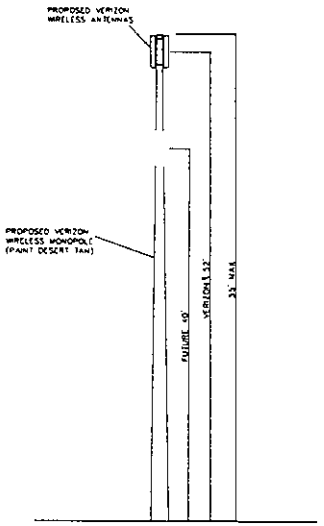
EXHIBIT "C"



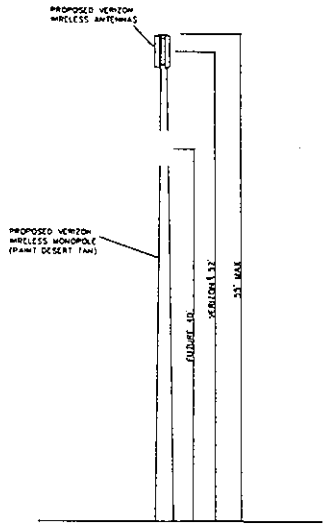
WEST ELEVATION SCALE: 1"=8' 6



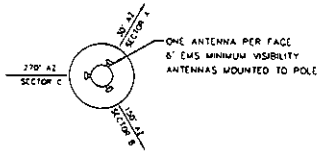
NORTH ELEVATION SCALE: 1"=8' 4



EAST ELEVATION SCALE: 1"=8' 3



SOUTH ELEVATION SCALE: 1"=8' 1



ANTENNA LAYOUT SCALE: NONE 5

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	30°	RFS	75'	7/8" COAX	YELLOW BROWN WHITE	5'	20'	
SECTOR B	150°	RFS	75'	7/8" COAX	RED BROWN WHITE	5'	20'	
SECTOR C	270°	RFS	75'	7/8" COAX	GREEN BROWN WHITE	5'	20'	
GPS	N/A	NORTEL GPS	30'	1/2" COAX	GRAY			

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION OR INSTALLATION OF CABLES

ANTENNA AND CABLE SCHEDULE SCALE: NONE 2

INITIAL

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

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CONSULTANT:

DRAWN BY	CHK.	APV.
J TWEDEN	L.S	D.C.

LICENSURE:

SHEET TITLE:
ANTENNA LAYOUT
ANTENNA & CABLE SCHEDULE
MONOPOLE ELEVATIONS

SHEET NUMBER: A3 REVISION: 2
LSV374-A

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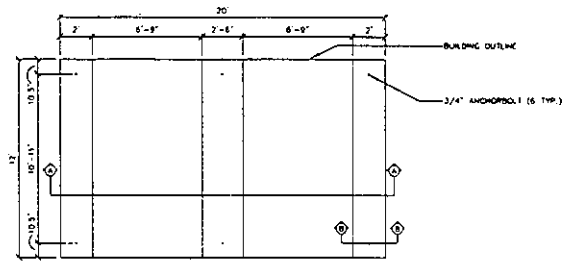
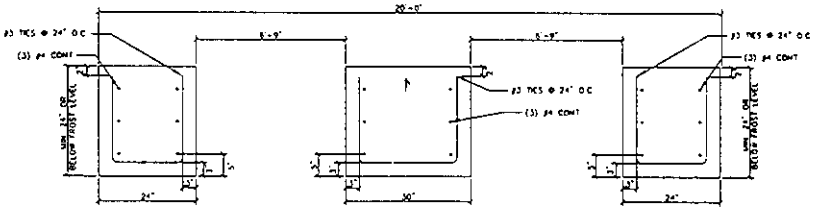
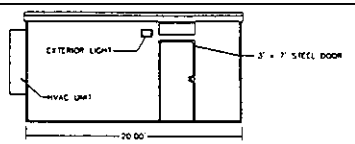


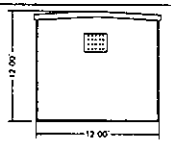
SLAB FOUNDATION — SCALE: NONE — 10



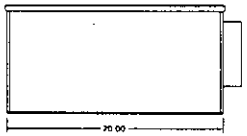
FOUNDATION SECTION "A-A" — SCALE: NONE — 4



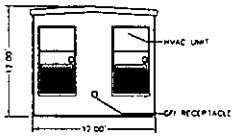
WALL A



WALL B



WALL C



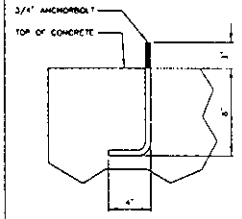
WALL D

C D B A

BUILDING KEY

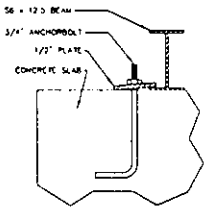
NOTE
1 DETAILS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY
2 LOCATION OF DOORS, PORTS & A/C UNITS MAY VARY REFER TO MANUFACTURER'S DRAWINGS
3 FOR STRUCTURAL BUILDING PLANS SEE MANUFACTURER'S DRAWINGS

12' x 20' SHELTER ELEVATIONS — SCALE: NONE — 9



SECTION "B-B"

ANCHORBOLT — SCALE: NONE — 6

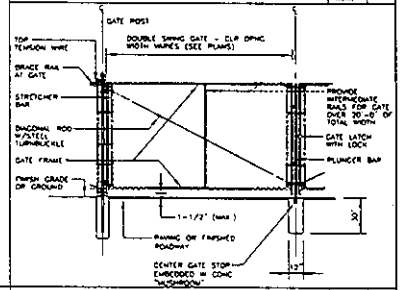


SECTION "B-B"

TIE-DOWN — SCALE: NONE — 5

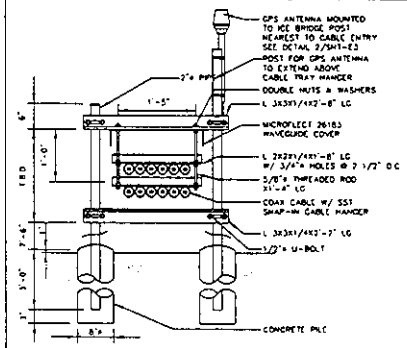
1 REINFORCING ASTM A-615 GRADE 40 DETAILS TO MEET ACI 315-65 STANDARDS AND UBC SECTION 1907
2 BUILDING FOUNDATION CONCRETE MIX DESIGN PER UBC SECTION 1905 & TABLE 19-A-1 THRU 19-A-7
COMPRESSIVE STRENGTH = 3000 PSI @ 28 DAYS
CEMENT = 5.7 SACK MIN PER CUBIC YARD (TYPE II PER ASTM C-150)
POTABLE WATER = 8.0 GALLONS MAX PER 94 LBS SACK OF CEMENT
AGGREGATES PER UBC SECTION 1903.3
MAXIMUM SLUMP = 5 IN
3 MIXING AND PLACING COMPLY WITH UBC SECTION 1907
4 CURLING COMPLY WITH SECTION 1905 (1)
5 REMOVAL OF FORMWORK COMPLY WITH UBC SECTION 1906.2
6 TESTING COMPLY WITH UBC SECTION 1905.1 & 1903.8

CONCRETE NOTES — SCALE: NONE — 3



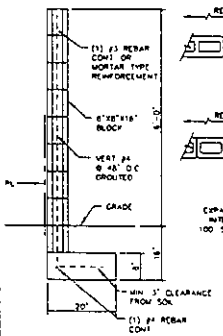
DOUBLE-SWING GATE — SCALE: NONE — 2

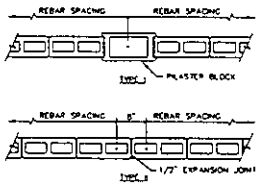
NOT USED — SCALE: NONE — 8



NOTE
ALL STEEL IS GALVANIZED. ALL BOLTS TO BE FURNISHED W/ WASHERS AND NUTS

ICE BRIDGE — SCALE: NONE — 7





EXPANSION JOINT DETAILS
EXPANSION JOINTS RECOMMENDED FROM 30' TO 50' INTERVALS. PLANS FOR INTERVALS GREATER THAN 100' SHALL BE ACCOMPANIED BY ENGINEERING CALCS

NOTE
1 A GOOD CONCRETE MIXTURE FOR FOOTINGS IS BY VOLUME 1 PART PORTLAND CEMENT, 2.75 PARTS SAND, 4 PARTS GRAVEL NOT LARGER THAN 1.5 INCHES, AND JUST ENOUGH WATER TO MAKE THE MIXTURE "MUSHY" AND WORKABLE, BUT NOT "SOUPY." THE WATER CONTENT SHOULD NOT BE MORE THAN 7.5 GALLONS PER SACK OF CEMENT FOR THE ABOVE MIX WHERE SALTS ARE PRESENT IN THE SOIL, TYPE V CEMENT IS REQUIRED

A GOOD MORTAR MIXTURE SHOULD BE IN PROPORTIONS OF 1:1 PART PORTLAND CEMENT, 1/2 PART LIME (HYDRATED), AND 3 PARTS SAND. THE WATER CONTENT SHOULD BE ACCORDING TO ABSORPTION AND SUCTION ABILITY TO ASSURE NORMAL FLOW AND SPREADING WITH A TROWEL

A GOOD GROUT MIXTURE SHOULD BE COMPOSED BY VOLUME OF 1 PART PORTLAND CEMENT, 2 PARTS SAND, AND 1 PART PEA GRAVEL SUFFICIENT WATER SHALL BE ADDED TO PRODUCE CONSISTENCY FOR POURING WITHOUT SEGREGATION

2 UNSUPPORTED ENDS OF WALLS SHALL TERMINATE IN A REINFORCED PILASTER COLUMN OR THE END CELL SHALL BE REINFORCED AND GROUTED SOLID

3 THIS WALL HAS BEEN DESIGNED TO BE SUPPORTED BY SOIL THAT DEVELOPS 1500 #/S.F. BEARING CAPACITY. WHERE A LOCATION HAS SOIL THAT CANNOT SUPPORT THIS DESIGN OR HAS SPECIAL SOIL CONDITIONS, THIS DESIGN CANNOT BE USED CONTACT YOUR LOCAL BUILDING DEPARTMENT

BLOCK WALL DETAIL — SCALE: NONE — 1

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

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SURVEYING & ENGINEERING
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DRAWN BY	CHK.	APV.
J TWEDEN	L.S	D.C

LICENSURE

SHEET TITLE
SHELTER ELEVATIONS & FOUNDATION DETAILS

SHEET NUMBER: A4 — REVISION: 1 — LSV374-A

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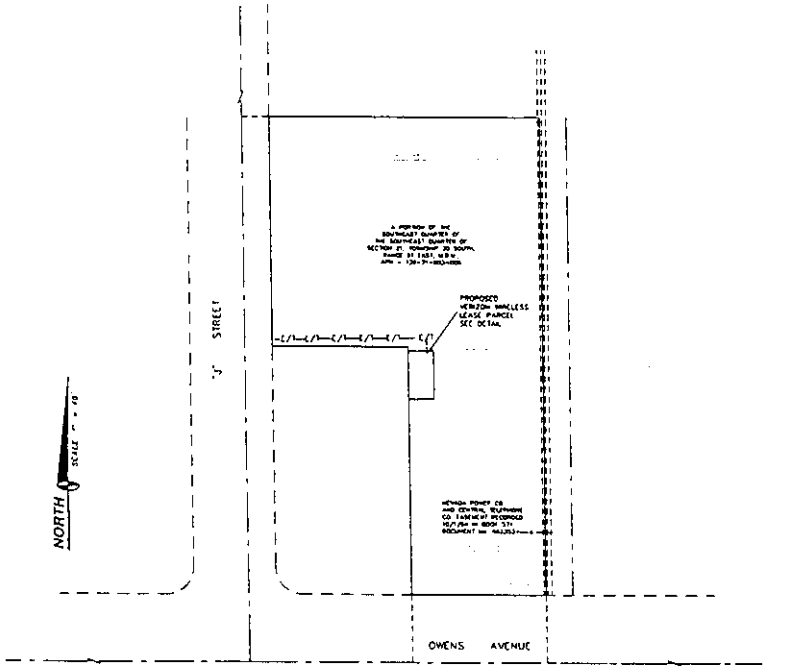
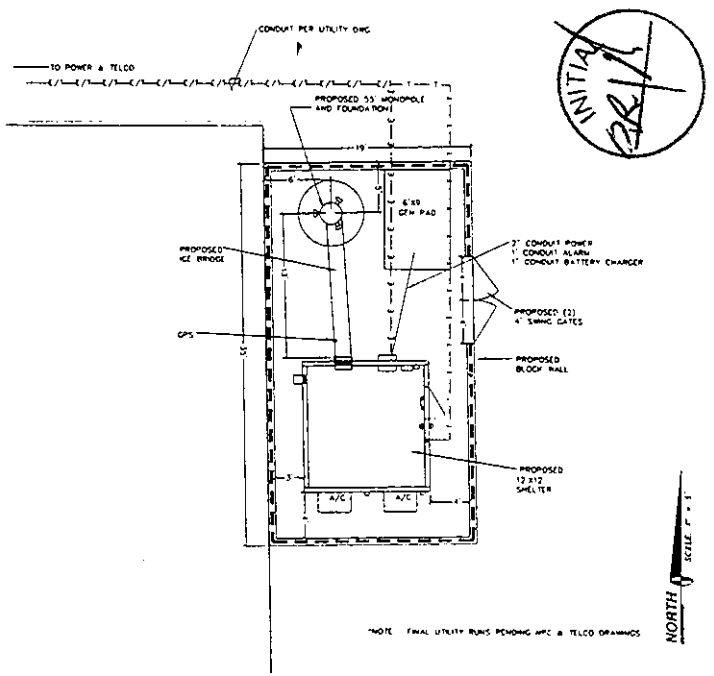


OVERALL SITE PLAN | PLAN NORTH | SCALE: 1"=40' | 3



POWER, TELCO & COAXIAL CABLE ROUTING | PLAN NORTH | SCALE: 1"=5' | 1

1 UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY

2 CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT PULL BOXES, CABLES, PULL BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACK FILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK

UTILITY GENERAL NOTES | 4

SHORT CIRCUIT CALCS

A MAIN SWITCHBOARD - AT METER SECTION

1 I_{sc} = 50KVA
I_n = 208A
Z = 32734A (NPCa TABLE)
Z_T = 170 (NPCa TABLE)

2 MULTIPLIER $\frac{100}{170}$ = 58.8

3 $I = \frac{2 \times L \times I_{sc}}{C \times C_{L-N}}$ WHERE L=50 C=12,923 (#3/0 CU IN PVC)

$I = \frac{2 \times 50 \times 32734}{1 \times 12923 \times 240}$ C_{L-N} = 240V

I = 0.98

4 $M = \frac{1}{1+I} = \frac{1}{1+0.98}$ = 0.505

5 I_{sc} (AT MAIN SWITCHBOARD-MSA) = 0.505 x 32734

I_{sc} = 16532A

VOLTAGE DROP <3% FOR 50' RUN

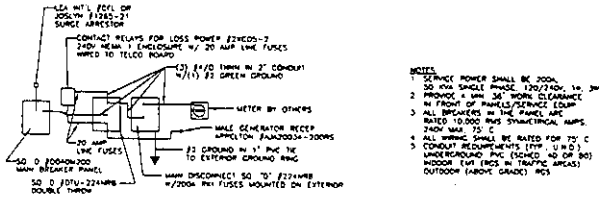
SHORT CIRCUIT CALCS. | SCALE: NONE | 6

PANEL GM- 120/240V 1 PHASE — 200A BREAKER SURFACE MOUNT

DESCRIPTION	NO	L1	L2	NO	DESCRIPTION
* LIGHTING	1	200A MB		2	SPARE
RECEPTACLES	3	540 20/1		4	2W RECTIFIER
HVAC #1	5	4410 20/2		6	
	7		4410 20/2	8	2W RECTIFIER
HVAC #2	9	4410 20/2		10	
	11		4410 20/2	12	2W RECTIFIER
RECEPTACLES	13	360 20/1		14	
RECEPTACLES	15		360 20/1	16	2W RECTIFIER
EXT RECEPTACLE	17	180 20/1		18	
SPARE	19		2640	20	2W RECTIFIER
SPARE	21	200A		22	
	23			24	
	25			26	
	27			28	
	29			30	
	31			32	
	33			34	
	35			36	
	37			38	
	39			40	
	41			42	
LOAD PHASE		20467	17504		
TOTAL CONNECTED LOAD	PER PHASE 20467A / 120V = 170 AMPS				

* INDICATES CONTINUOUS LOADS SIZED AT 125%

PANEL SCHEDULE | 5



ELECTRICAL 1-LINE DIAGRAM | 2

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2	05/22/01	CHANGE POLE HEIGHT	DM
1	05/02/01	100% CONSTRUCTION	DM
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY

SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD, SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

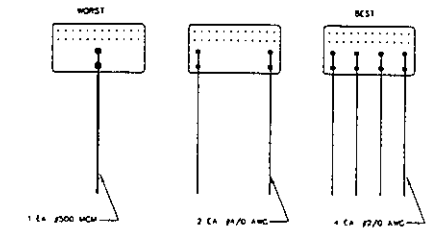
DRAWN BY	CHK	APV.
J TWEDEN	L.S.	D.C

LICENSURE

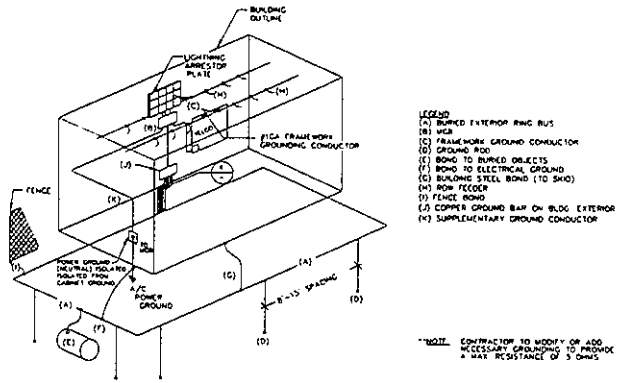
SHEET TITLE: POWER, TELCO & COAX. ROUTING 1-LINE DIAGRAM PANEL SCHEDULE NOTES & DETAILS

SHEET NUMBER: E1 | REVISION: 2 | LSV374-A

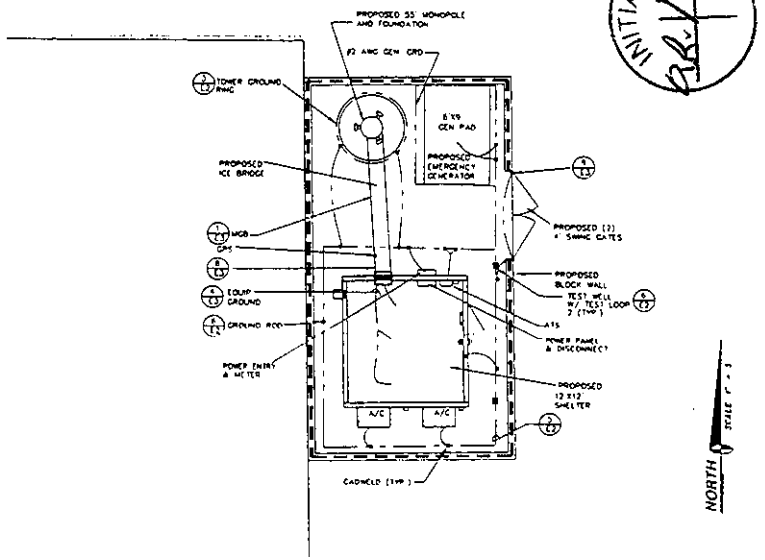
EXHIBIT "C"



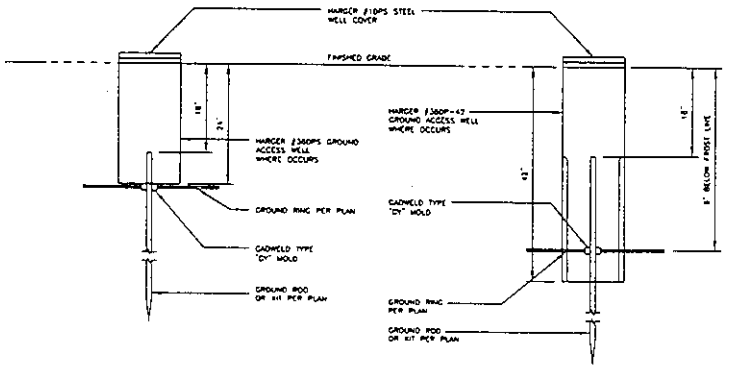
GROUND CONDUCTOR IN PVC CONDUIT — SCALE: NONE — 4



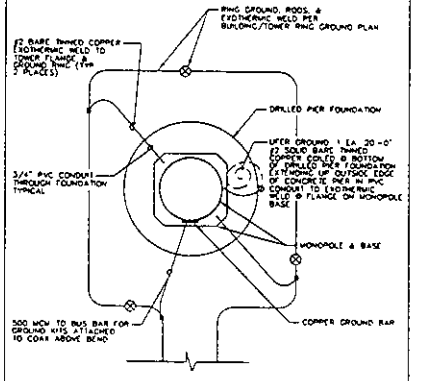
SHELTER GROUNDING DETAIL-SINGLE POINT GROUND SCHEME — SCALE: NONE — 5



GROUNDING LAYOUT — PLAN NORTH — SCALE: 1"=5' — 1



GROUND WELLS — SCALE: NONE — 6



TOWER GROUND — SCALE: NONE — 3

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS AND VERIZON GROUNDING STANDARD, WSW 05-100-001 DATED JUNE 5, 2000
2. ALL GROUNDING CONDUCTORS #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED
3. GROUND RING TO GROUND BAR CONNECTIONS SHALL BE CADWELDED QTY (2) #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED
4. GROUND BAR TO EQUIPMENT AND CABLES SHALL BE #2 AWG BTCW W/ DOUBLE LUG CONNECTIONS
5. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR
6. GROUND BAR LOCATED BELOW WAVEGUIDE ENTRY PORT CABLES SHALL BE #2 AWG BTCW/DOUBLE LUG CONNECTIONS TWO PATHS TO GROUND RING
7. ALL BELOW GRADE CONNECTIONS EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS EXOTHERMIC WELD TYPE
8. EXTERIOR GROUNDING CONDUCTORS BURIED TO A MINIMUM DEPTH OF 1'-6" BELOW FINISHED GRADE TO ALLOW FOR FUTURE CONSTRUCTION
9. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING OR FENCE
10. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST TREAT WITH A COLD GALVANIZED SPRAY
11. GROUND BARS
    A. EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT BOTTOM OF ANTENNA MOUNT/MAST FOR LIGHTNING GROUNDING PURPOSES CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. 2 HOLERS (FURNISHED BY OMNI-PS) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR AND BE INTERNAL TO POLE
    B. MAIN GROUND BUS BAR (MGB) LOCATED NEAR THE BASE OF THE RADIO EQUIPMENT CABINET(S) SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR
12. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR
13. ALL #2/0 TINNED COPPER CONNECTORS SHALL BE LONG-BARRELLED TYPES AND HAVE TWO HOLES FOR CONNECTION TO SURFACE AND NON-OXIDIZING AGENT APPLIED TO INHIBIT CORROSION

GROUND NOTES — SCALE: NONE — 2

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION:
LSV-MORGAN
LSV374-A
OWENS AVE AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE: 5/22/01

ISSUED FOR: 100% CONSTRUCTION

REV	DATE	DESCRIPTION	BY
2	05/22/01	CHANGE POLE HEIGHT	DW
1	05/02/01	100% CONSTRUCTION	DW
0	04/23/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

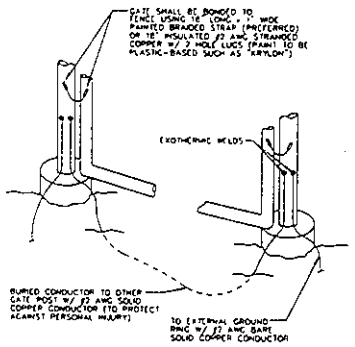
DRAWN BY:	CHK.	APV.
J. TWEDEN	L.S.	D.C.

LICENSURE:

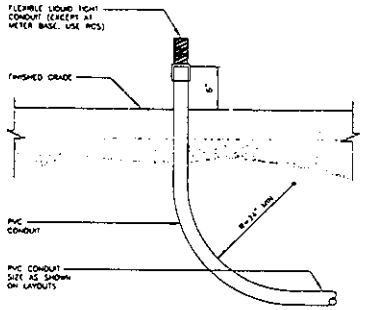
SHEET TITLE:
GROUNDING LAYOUT SCHEMATIC, NOTES NOTES AND DETAILS

SHEET NUMBER: E2 — REVISION: 2 — LSV374-A

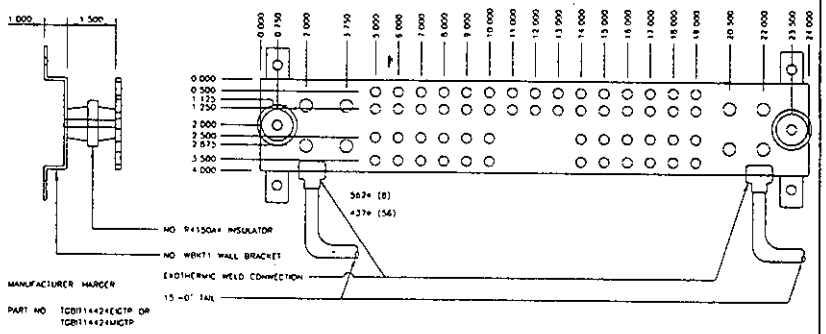
EXHIBIT "C"



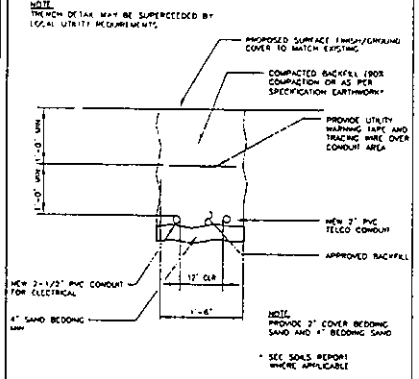
GATE GROUND CONNECTION — SCALE: NONE — 9



CONDUIT STUB-UP @ EQUIPMENT — SCALE: NONE — 6

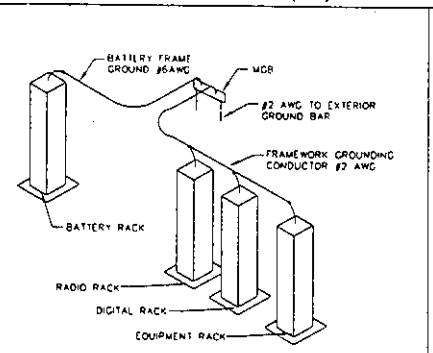


GROUNDING BAR ASSEMBLY (24") — SCALE: NONE — 1

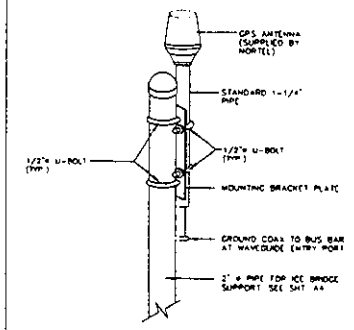


TRENCH DETAIL — SCALE: NONE — 10

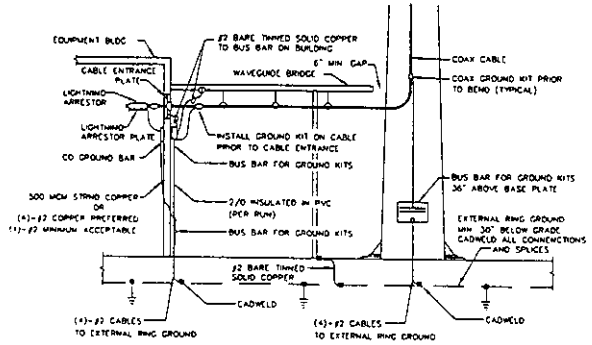
NOT USED — SCALE: NONE — 7



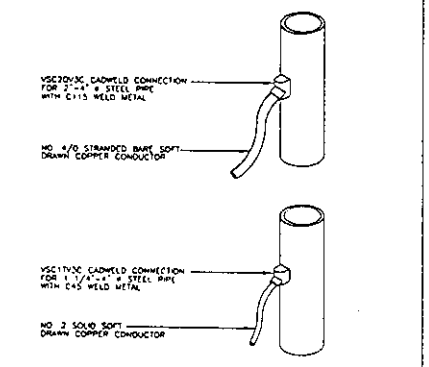
EQUIPMENT GROUND — SCALE: NONE — 4



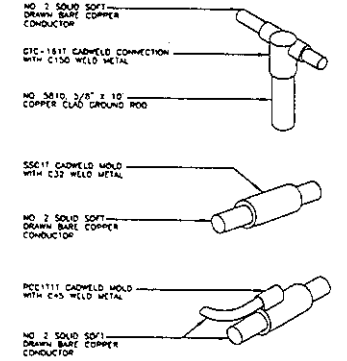
GPS PIPE MOUNT DETAIL — SCALE: NONE — 2



TRANSMISSION LINE GROUND DETAIL-MONOPOLE TOWER — SCALE: NONE — 8



CADWELD TO STEEL COLUMN — SCALE: NONE — 5



MISC. CADWELD DETAILS — SCALE: NONE — 3

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION:

LSV-MORGAN
LSV374-A
OWENS AVE AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:

5/02/01

ISSUED FOR:

100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
1	05/02/01	100% CONSTRUCTION	DW
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH: (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

DRAWN BY:	CHK.:	APV.:
J. TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER: E3 — REVISION: 1

LSV374-A

EXHIBIT D
INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars ($1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars ($1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement's continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity

SOUTHWESTCO WIRELESS LP
Name
180 WASHINGTON VALLEY ROAD
Address BEDMINSTER, NJ 07921
(908) 306-7000
Telephone
22-3381659 - TAX I.D.
EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement:
WIRELESS COMMUNICATIONS FACILITY
LSV MORGAN

RFP #:

Block 3 Type of Business

☐ Individual ☒ Partnership ☐ Limited Liability Company ☐ Corporation

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.	SOUTHWESTCO WIRELESS, INC. GENERAL PARTNER	SAME AS ABOVE	SAME AS ABOVE
2.	CELLCO PARTNERSHIP LIMITED PARTNER	SAME AS ABOVE	SAME AS ABOVE
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

[June 2000]

EXHIBIT "E"

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 CALIFORNIA
County of ORANGE

ROBERT F. SWAINName
CHIEF TECHNICAL OFFICER & WEST AREA CHIEF TECHNICAL OFFICER

Date

Subscribed and sworn to before me this 5th day of June, 2001.

Carolyn J. Wilson
Notary Public

CAROLYN J. WILSON

CAROLYN J. WILSON
Commission # 1284499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

Approved As To Form
By: Nancy Davis
Nancy Davis
Area General Counsel-West
Verizon Wireless

[June 2000]

ORIGINAL

PROJECT NAME: LSV Morgan

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

MEMORANDUM OF LEASE AGREEMENT

This Memorandum dated this 14th day of August, 200 01, by and between the **City of Las Vegas**, a municipal corporation of the State of Nevada (hereinafter "Lessor") and **Southwestco Wireless LP, d/b/a Verizon Wireless**, by Southwestco Wireless Inc., its managing partner, 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter "Lessee"), is a record of that LAND LEASE AGREEMENT/CELL TOWER (hereinafter "Agreement") between Lessor and Lessee dated June 20, 2001, which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property consisting of approximately 665 square feet which are described in Exhibit "A" (hereinafter "Premises"), which is attached hereto and incorporated herein by this reference.

2. Term of Agreement and Options to Extend. The initial term of the Agreement is for a five-year (5) period commencing six (6) months after the date of the execution of the Agreement by Lessor. Lessee has options to extend the Agreement term for three (3) consecutive five-year (5) periods.

3. Successors and Assigns. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

CITY OF LAS VEGAS

"Lessor"

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 6/7/01

Deputy City Attorney Date

SOUTHWESTCO WIRELESS, LP,
d/b/a VERIZON WIRELESS, By SOUTHEWESTCO
WIRELESS INC., its MANAGING PARTNER

"Lessee"

Robert F. Swaine
Chief Technical Officer & West Area
Chief Technical Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 7-31-01 (Date), before me, Carolyn J. Wilson (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Robert F. Swaine (Name(s) of Signer(s)),

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

CAROLYN J. WILSON
Commission # 1284499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, **OSCAR B. GOODMAN**, Mayor and **BARBARA JO RONEMUS**, City Clerk, City of Las Vegas known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Beverly K Bridges
NOTARY PUBLIC, in and for said
County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared **ROBERT F. SWAINE** to me known to be an authorized representative of Southwestco Wireless, Inc., the managing partner of Southwestco Wireless, LP, the limited partnership, d/b/a Verizon Wireless that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Southwestco Wireless, LP, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Print or Type Name: _____
Notary Public in and for the State of CA, residing at
_____
My appointment expires: _____

EXHIBIT A

Legal Description of Premises

THAT PORTION OF:

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21 THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE THEREOF DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 1°24'55" EAST ALONG THE WEST LINE OF "H" STREET A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO SAVEWAY SUPER SERVICE STATIONS, INC BY DEED RECORDED MAY 16, 1961, AS DOCUMENT NO 240907, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE CONTINUNING NORTH 1°24'55" EAST A DISTANCE OF 25.02 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA TO INTERMOUNTAIN INVESTMENT CO. BY DEED RECORDED NOVEMBER 27, 1962, AS DOCUMENT NO. 324064, OFFICIAL RECORDS OF CLARK COUNTY NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 350.00 FEET TO A POINT; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE TURNING TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 110.00 FEET AND SUBTENDING A CENTRAL ANGEL OF 41°27'46" AN ARC LENGTH OF 79.60 FEET TO A POINT; THENCE ALONG A REVERSE TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 41°27'46" AN ARC LENGTH OF 65.13 FEET TO A POINT; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 378.95 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 0.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO ROBERT J. GORDON BY DEED RECORDED JANUARY 28, 1963 AS DOCUMENT NO. 336155, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°09'35" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF "J" STREET; THENCE SOUTH 0°00'49" EAST ALONG THE EAST LINE OF SAID "J" STREET A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 69, PAGE 85) TO A POINT; THENCE SOUTH 89°09'35" EAST A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 69, PAGE 85) TO THE TRUE POINT OF BEGINNING.

Exhibit G

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1 **Contracting Entity**	
Name	JLC NEVADA OPERATIONS, INC., a Nevada corporation
Address	1985 W Big Beaver Rd, Ste 200, Troy, MI 48084
Telephone	248-614-0066
EIN or DUNS	27-0836496

Block 2 **Description:**

Subject Matter of Contract/Agreement:

Disposition and Development Agreement

By and Among City of Las Vegas, Nevada and JLC Nevada Operations, Inc.

RFP #: N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

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.	Jay L. Cooke, President	1985 W Big Beaver Rd, Ste 200 Troy MI 48084	248-614-0066
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Jay L. Cooke

April 11, 2014

State of Michigan
County of Oakland

This instrument was acknowledged before me on

April 11, 2014 (date) by

Jay L. Cooke (name of person)

Notary Public -

SHIRLEY A. SCHENCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 21, 2019
ACTING IN COUNTY OF Oakland

Exhibit H

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 16th January, 2014, by and between CITY OF LAS VEGAS, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

W I T N E S S E T H:

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property:

30,840 usable square feet of office space, (the "Demised Premises") located at 1040 West Owens Avenue, Las Vegas, Nevada 89106. See **EXHIBIT "A" (consisting of four (4) pages)**, attached hereto and incorporated herein.

ONE. TERM OF LEASE.

1.1 Term of Lease. Subject to Section Thirty-Two below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, 30,840 usable square feet of office space located at 1040 West Owens Avenue, Las Vegas, Nevada 89106, effective upon

approval of the Nevada Board of Examiners, expected to be approved on May 13, 2014, commencing June 1, 2014, and terminating on May 31, 2019.

1.2 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting TENANT's funding or ability to satisfy its rental payment obligation TENANT agrees that during the term of this Lease it will in good faith include in its agency budget request, pursuant to NRS 353, authorization to receive and expend state and/or federal dollars sufficient to meet the TENANT's obligations under this lease. However, it is hereby specifically and expressly agreed by the Parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government limits, restricts, or impairs TENANT's funding or ability to satisfy its rental payment obligation. TENANT shall pay the rent for the month in which such occurrence and termination takes place and shall vacate the Demised Premises at the end of said month. TENANT shall have no other rental payment obligation to LESSOR thereafter under this Lease or for the Demised Premises. The LESSOR shall retain its other remedies which are provided in the

Lease but the LESSOR shall have no rights to collect any further rents from TENANT. Proof by TENANT of a diminution in funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting state or federal documents are furnished to LESSOR or if the Executive Director of TENANT provides his Affidavit that such funding or other limiting eventuality has occurred. It is expressly agreed that LESSOR shall not exercise this non-appropriation provision for its convenience or to circumvent the requirements of this LEASE.

TWO. COMPLIANCE WITH THE LAW. The LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Section 12101 through 12213 and 47 USC Sections 225) and underlying regulations and rules applicable to the Demised Premises. Nothing herein contained shall be construed to restrict the LESSOR from contesting the validity of any such regulations, rule, or ordinance, provided the LESSOR indemnifies the LESSEE to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

THREE. AUTHORITY. LESSOR and TENANT understand that per Nevada Revised Statues 331.110 the Administrator of the State Public Works Division is responsible for leasing and equipping office space for TENANT under this Lease. At no time shall LESSOR and TENANT or their agents enter into negotiations between themselves for lease terms, conditions or modifications (State Administrative Manual, 1020.0). Only LESSEE, if deemed in the best interest of the State by LESSEE, has the sole authority to select and utilize a real estate agent to represent the State in this lease, or to negotiate terms and conditions related to leased space.

FOUR. RENT. TENANT agrees to pay to the LESSOR as and for rental for said Demised Premises the sum of:

4.1 A monthly total of THIRTY THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 98/100 ($30,418.98), from June 1, 2014 through May 31, 2015; and

4.2 A monthly total of THIRTY THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 98/100 ($30,418.98), from June 1, 2015 through May 31, 2016; and

4.3 A monthly total of THIRTY ONE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 45/100 ($31,179.45), from June 1, 2016 through May 31, 2017; and

4.4 A monthly total of THIRTY ONE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 45/100 ($31,179.45), from June 1, 2017 through May 31, 2018; and

4.5 A monthly total of THIRTY ONE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND 94/100 ($31,958.94), from June 1, 2018 through May 31, 2019.

Rent shall be payable quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR at its address in Section Twenty-One below. In the event the Commencement Date of this Lease is not the first day of a calendar month, the rent shall be prorated on a per diem basis for the calendar month in which the Lease Term begins.

FIVE. PROPERTY TAXES AND OPERATING EXPENSES. It is understood and agreed between the Parties that the rent described in Section Four above shall compensate LESSOR for TENANT'S pro rata share of any and all operating expenses attributable to the building complex, the building, or the Demised Premises. There shall be no pass-through of property tax or any type of operating expense to TENANT or LESSEE.

SIX. UTILITIES AND SERVICES.

6.1 Utilities and Services Provided by LESSOR. LESSOR, at LESSOR'S sole cost and expense, shall provide the building,

common area and Demised Premises with the following utilities and services:

a) UTILITIES. Gas, water, sewer and electricity. Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes.

b) HVAC SYSTEM. A heating, ventilation and air conditioning ("HVAC") system, fully equipped and of sufficient capacity to provide a comfortable, professional office environment in the Demised Premises for TENANT'S staff and office equipment. Said HVAC system shall maintain temperatures within the Demised Premises at a maximum of not less than 68° Fahrenheit in the winter and not more than 78° Fahrenheit in the summer.

c) SERVICES. Unless specified to the contrary in Section 6.3 below, LESSOR shall provide and pay for the following:

i. Trash collection, to include recycling containers, if available;

ii. Pest control (interior and exterior);

iii. Elevator service, (if applicable);

iv. Provide and service fire extinguishers and any other fire protection/prevention devices as required by governmental regulations;

v. On-site security if necessary for the safety of TENANT'S employees and property;

vi. Snow and ice removal at all times when ice is present and when snow reaches a depth of two (2) inches. Snow and ice removal shall be from parking lots, walkways, all entry and exits and any exterior stairs of building(s) in which the Demised Premises is located and other adjacent buildings/structures regularly used by State agencies. LESSOR shall use its best efforts to have the snow and ice cleared, removed and treated prior to 8:00 a.m. Monday through Friday (except State Holidays) and if snow is on-going during the day, to continue to provide this service until 5:30 p.m.

vii. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.

6.2 Normal Business Hours and After Hour Usage of HVAC and Other Services. LESSOR shall, at LESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. ("Normal Business Hours"). To the extent within LESSOR'S control, all utilities and services shall be available to TENANT twenty-four (24) hours a day, seven (7) days a week, except as necessary for repair and maintenance. However, in the event LESSOR determines that TENANT'S usage other than during Normal Business Hours becomes excessive, LESSOR may impose a

reasonable hourly charge for TENANT'S usage of electricity, gas and water during those times, to be mutually agreed upon by LESSOR, LESSEE and TENANT.

6.3 Utilities and Services Provided and Paid by TENANT.

a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment, and pay Industrial Standard user fees for telephone/data services.

b) Janitorial Services. TENANT shall provide janitorial Services (including paper products) for the Demised Premises in accordance with **EXHIBIT "B" JANITORIAL REQUIREMENTS AND SPECIFICATIONS**, attached hereto and incorporated herein.

c) Utilities. TENANT shall pay for electricity, gas, water and sewer.

SEVEN. REPAIR AND MAINTENANCE. LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the building and the Demised Premises in good repair and condition during the Lease Term, including but not limited to: the Building structure, structural elements and systems; public and common areas of the building; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural

floor); window coverings; interior and exterior paint; exterior and interior lighting (including replacement of fixtures, ballasts and bulbs); interior ceilings (including ceiling tiles and t-bars); electrical; plumbing, pipes, fixtures and equipment (except those owned by TENANT); roofing; exterior and interior walls; windows; doors; stairs; corridors; restrooms; elevator maintenance (if applicable); sidewalk repairs; landscaping maintenance; parking lot repairs; and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of the LESSEE or TENANT. TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence. LESSEE and TENANT agree to maintain the Demised Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted. LESSEE and TENANT shall route requests for repairs and/or maintenance through the property management company or owner.

LESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, the building and common area facilities at reasonable times and without undue inconvenience to LESSEE or TENANT and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary

actions to protect TENANT'S property and personnel from loss, damage and injury and to avoid disrupting TENANT'S use and occupancy of the Demised Premises. Any substantial impairment of the use or enjoyment of the Demised Premises, the building or the parking lot that is of such extent or nature as to materially handicap, impede or impair TENANT'S use of the Demised Premises and therefore renders the Demised Premises unfit for use by TENANT in the ordinary conduct of its business shall cause the proportionate abatement and reduction in rent, by way of adjustment of rent payments, for such part of the Demised Premises as shall be rendered unusable by TENANT in the conduct of its business during the time such part is so unusable.

EIGHT. REDUCTION OF SERVICES. The rent and any other monies payable, if any, is based in part upon utilities, services, repairs and maintenance (hereinafter "Services") which LESSOR shall provide as described in Section Six and Section Seven, above. If Services to be provided by LESSOR are interrupted (except from circumstances beyond LESSOR'S control) and the interrupted Services substantially impair and/or materially handicap TENANT'S intended use or enjoyment of the Demised Premises, TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption

beginning with the date the interruption in Services began and ending when the Services are restored.

Notwithstanding the above, in the event Service is interrupted on heating, ventilation or air conditioning, and/or water, and/or sewer, and LESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from LESSEE or TENANT per Section Twenty-One, below, or in the event any other Service to be provided by LESSOR is interrupted, and LESSOR fails to correct or commence correction within five (5) days after receipt of written notice from LESSEE or TENANT per Section Twenty-One below, LESSEE may authorize TENANT to either: a)cause such repairs to be made by a licensed contractor and at TENANT'S discretion, either have LESSOR billed directly by contractor (if acceptable to contractor) or TENANT may submit a paid invoice to LESSOR for reimbursement; or b) TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in services began and ending when the services are restored.

LESSEE may also authorize TENANT to withhold the payment of rent and any other monies payable, if any, after giving LESSOR notices of two (2) failures to provide a particular Service within a twelve (12) month period until the problem with that Service has been adequately corrected. So as to provide LESSEE

and TENANT with reasonable assurance that such interruption shall not occur again during the Lease Term. Upon the third occurrence within a twelve (12) month period, of any failure to provide a particular Service, LESSEE may, at its sole option, seek the judicial remedy of specific performance.

In the event TENANT hires a contractor to perform repairs, LESSOR shall indemnify and hold the State, LESSEE and TENANT harmless for any liability, costs and expenses, including attorney fees that result from said repairs.

Any reimbursement due TENANT from LESSOR, shall be paid by LESSOR within thirty (30) days after receipt of invoices from TENANT. In the event LESSOR does not reimburse TENANT within thirty (30) days after receipt of invoices from TENANT, TENANT may deduct the amount due TENANT from the rental payment due LESSOR.

NINE. SMOKING AREA. Pursuant to NRS 202.2491, it is unlawful to smoke in public buildings. LESSOR shall furnish a designated location outdoors which may be used for smoking. No smoking shall be permitted at any entrance or exit to any public building and shall be far enough away from any public building entrance or exit so that no smoke will drift or travel into the building or be detected by any person entering or exiting a building. This location shall be safe and free from any

hazardous chemicals, materials or conditions. LESSOR shall also post signs prohibiting smoking at all entrances to a building.

TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by the LESSOR in accordance with Section Three herein. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Demised Premises or building. All alterations, additions or improvements in or to the Demised Premises at the commencement of or during the Lease Term shall become part of the Demised Premises and the sole property of LESSOR, who will be responsible for the servicing and maintenance of said alterations. All movable fixtures installed by LESSEE or TENANT shall be and remain their property and shall not become the property of LESSOR.

ELEVEN. PAYMENT OF TAXES AND INSURANCE. LESSOR, at his sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises at all times during the Term of this Lease.

LESSOR will pay all real property taxes or any other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

The TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars ($500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

TWELVE. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, the State/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to the TENANT's negligence arising out of or resulting from the use and occupancy of the Demised Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of the

TENANT, its subtenants, employees or agents. The State shall not be required to indemnify the LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused by the acts, negligence or omission of the LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

THIRTEEN. CHOICE OF LAW AND FORUM. The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

FOURTEEN. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each

party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

FIFTEEN. BREACH OR DEFAULT. In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by LESSEE or TENANT which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR's sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons

and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

SIXTEEN. ATTORNEY'S FEES. In case suit shall be brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed $125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

SEVENTEEN. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or any renewal thereof, this Lease shall become a month-to-month lease on the terms herein specified. The monthly rent for each month of the first three (3) months of the holdover period shall be in an amount equal to the monthly rental immediately preceding the Expiration Date. At the expiration of this three (3) month period and throughout the balance of the holdover period TENANT'S monthly rent shall increase by five percent (5%) over the monthly rent last paid by TENANT prior to the Expiration Date. Rent shall be due and payable monthly in advance on the first day of each month, and LESSEE and TENANT shall continue to be a month-to-month tenant until the tenancy is terminated by

any Party hereto by delivering written notice per Section Twenty-One, NOTICES, of Intent to Terminate at least thirty (30) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

EIGHTEEN. WAIVER. The failure of LESSOR, LESSEE or TENANT to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms or provisions, but the same shall remain in full force and effect.

NINETEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease for one (1) identical Lease term by giving written notice of intention to renew at least ninety (90) days prior to expiration of the Lease Term or any renewal period hereunder, except that the price per square foot shall be renegotiated. The exercise of the option shall, however, not be effective nor binding on the LESSEE or TENANT unless and until the same has been approved by the Nevada Board of Examiners.

TWENTY. REMEDIES. The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

TWENTY-ONE. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or jointly to both LESSEE and TENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

LESSOR

City of Las Vegas
Attn: Real Estate
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
Telephone: 702-229-1022
Fax: 702-464-2522

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
Telephone: (775) 684-1815
Fax: (775) 684-1817

TENANT

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Telephone: 775-684-0652
Fax: 775-684-0656

TWENTY-TWO. SEVERABILITY. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be

invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

TWENTY-THREE. AMENDMENT OR MODIFICATION. This Lease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada Board of Examiners.

TWENTY-FOUR. TENANT IMPROVEMENTS. LESSOR AT LESSOR's sole cost and expense shall provide the tenant improvements detailed below and shown on **EXHIBIT "A" (consisting of four (4) pages)** attached hereto and incorporated herein. Said tenant improvement exhibits shall be initialed on all pages to show approval by LESSOR and TENANT. All tenant improvements shall be deemed acceptable upon receipt of all pertinent governmental approvals and inspection and receipt of written approval from TENANT with copy to LESSEE.

24.1 LESSOR shall replace non-working cipher locks. As other locks fail, LESSOR shall repair or replace as deemed necessary.

24.2 LESSOR shall install new intercom/speakers shown on **EXHIBIT "A" (consisting of four (4) pages)** attached hereto and incorporated herein.

TWENTY-FIVE. TENANT IMPROVEMENT CHANGE-ORDERS. TENANT agrees to pay for the additional costs arising from upgrades and or changes made at TENANT'S request, to the approved TENANT Improvements detailed above in Section Twenty-Four, TENANT IMPROVEMENTS, and in **EXHIBIT "A" (consisting of four (4) pages).** Any upgrades and or changes must be made by requisition to the LESSEE who will arrange for such upgrades or changes with LESSOR. TENANT hereby agrees to reimburse LESSOR for such approved costs within thirty (30) days after: a) inspection and approval of the Improvement by TENANT; and b) receipt and approval by LESSEE and TENANT of an invoice from LESSOR detailing costs for the agreed upon upgrades and/or changes.

TWENTY-SIX. PARKING. During the term of the Lease, at no cost to TENANT, LESSOR shall provide the following parking spaces for TENANT'S use as follows: A) approximately one-hundred parking spaces available to TENANT and TENANT EMPLOYEES on the paved parking lot on the north end of Assessor's parcel 139-21-806-001 and the paved parking lot on Assessor's parcel 139-21-803-008; and B) Approximately thirty (30) parking spaces for TENANT'S invitees, visitors or others having business with TENANT, on the south side of Assessor's parcel 139-21-806-001 at

the front of the Premises. LESSOR is not required to enforce the use of the parking lot spaces.

TWENTY-SEVEN. SIGNAGE. LESSOR shall provide lobby directory signage and suite identification signage, wherein all costs associated with the construction installation of such signage shall be at LESSOR's sole cost and expense.

TWENTY-EIGHT. PRIOR TERMINATION. This Lease may be terminated prior to the terms set forth herein above if for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

TWENTY-NINE. ASSIGNMENT OR SUBLEASE. Upon prior written notice to and the prior approval in writing of LESSOR, this Lease may be assigned or subleased to any individual or entity, for which assignment or sublease LESSOR will not unreasonably withhold consent; it being understood by the Parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

THIRTY. SUCCESSORS. Except as otherwise specifically provided, the terms, covenants, and conditions contained in this

Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Lease.

THIRTY-ONE. CAPTION AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe to scope or intent of any section or paragraph.

THIRTY-TWO. PRIOR APPROVAL OF THE NEVADA BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the Nevada Board of Examiners and is not binding upon the Parties hereto or effective until such approval.

THIRTY-THREE. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

.....

.....

.....

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR

CITY OF LAS VEGAS

By _____
Carloyn G. Goodman, Mayor

Date March 5, 2014

By Carolyn G. Goodman, Mayor

Printed Name

Title

Approved as to form
John S. Ridilla 2/18/14
John S. Ridilla Date
Deputy City Attorney

Date

Attest:
By _____

Printed Name By: Beverly K. Bridges, MMC
Title City Clerk

Date 3/10/2014

Reviewed as to form and compliance with law only:
CATHERINE CORTEZ MASTO
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

Approved by:
BOARD OF EXAMINERS

By _____
Jeff Mohlenkamp, Clerk

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Gustavo "Gus" Nuñez, P.E.
Administrator

Date _____

TENANT

DEPARTMENT OF HEALTH AND HUMAN SERVICES

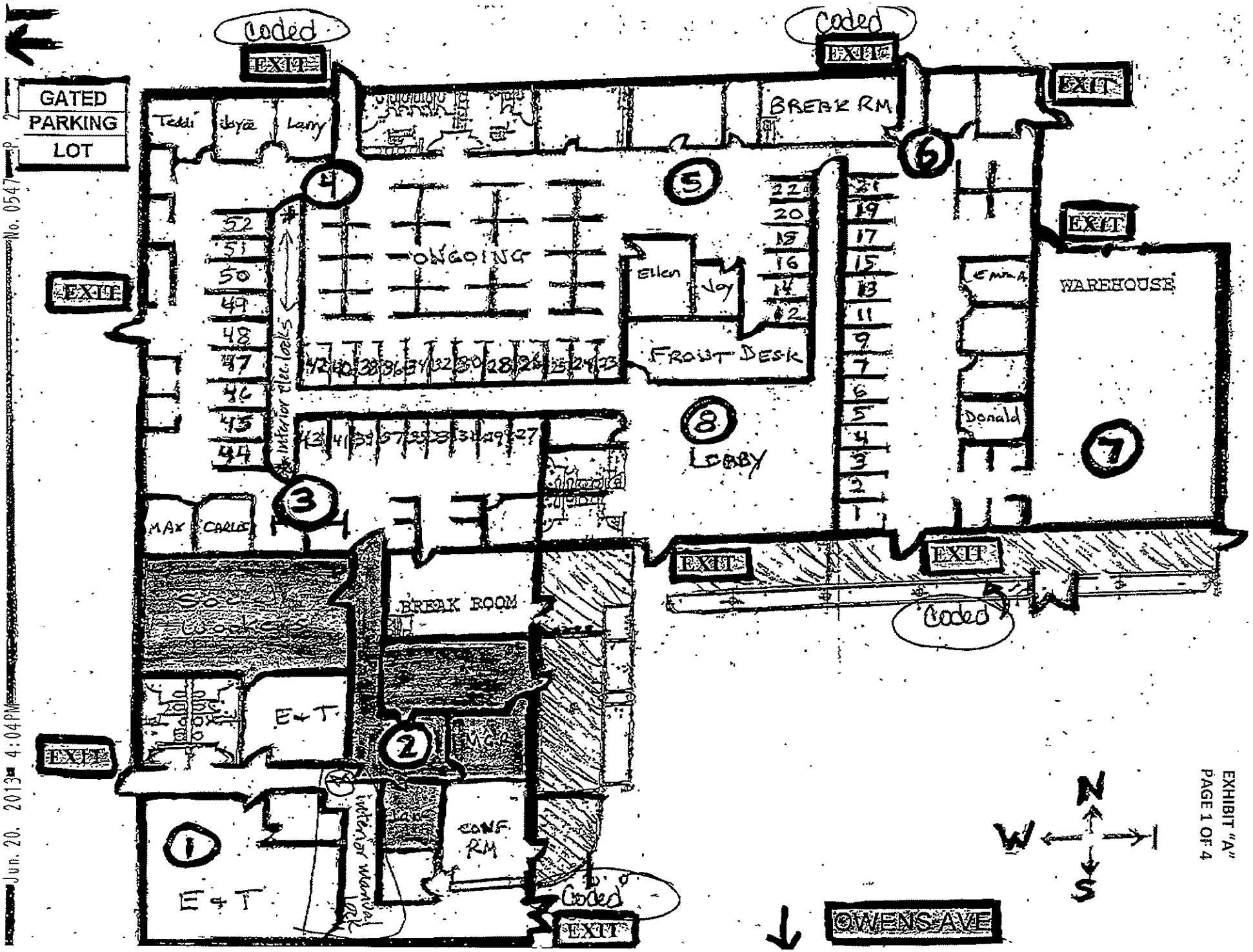
By _____
Michael J. Willden
Director

Date _____

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

By _____
Michael McMahon
Administrator

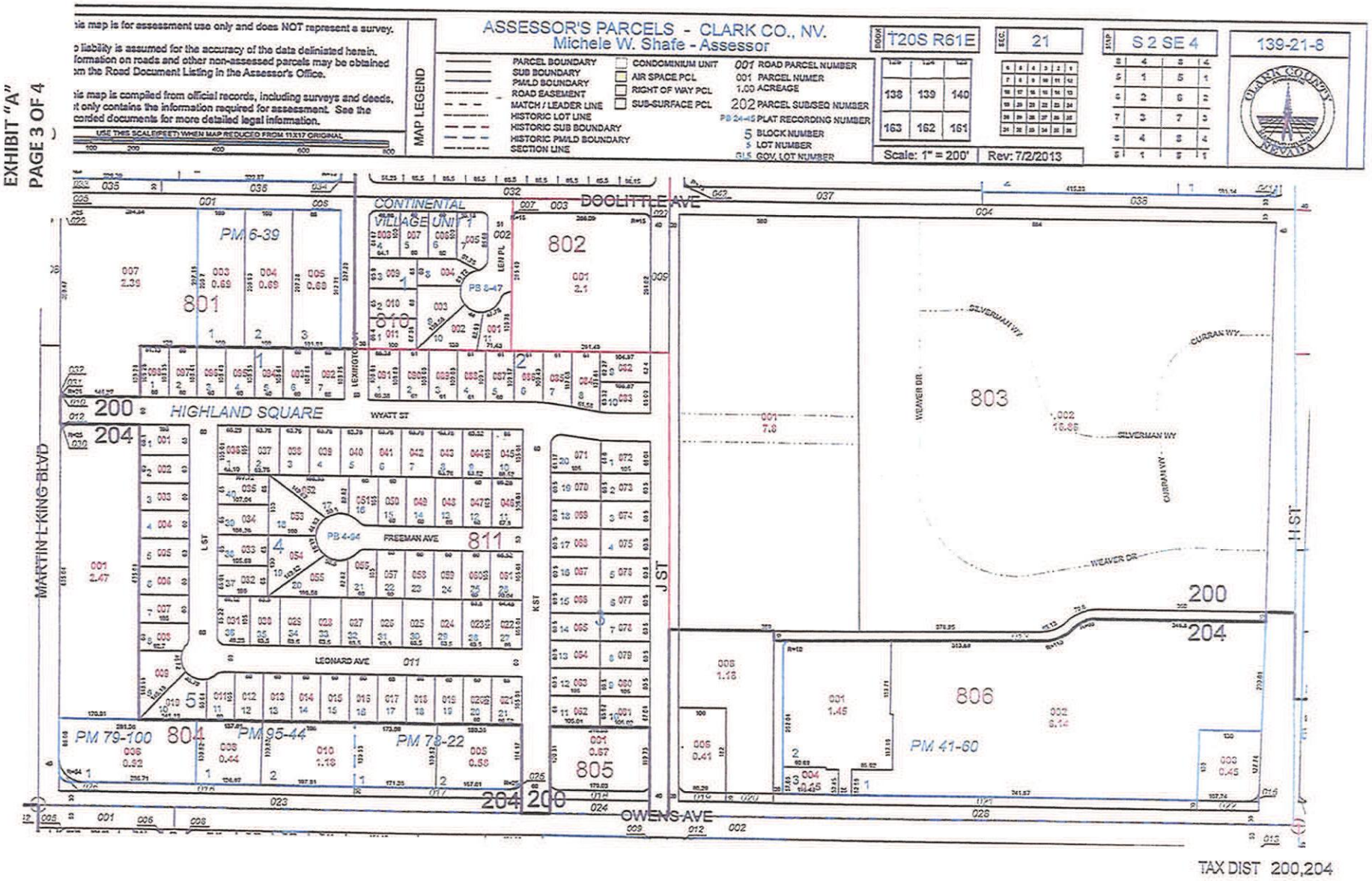
Date _____



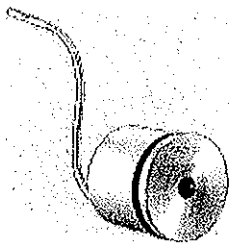
Jun. 20. 2012 4:04PM No. 0547 P. 2

EXHIBIT "A"
PAGE 2 OF 4

EXHIBIT "A"
PAGE 3 OF 4



norcon communications



Products > TTU-1 Intercom (specify AC or Battery model)

Request information about the TTU-1

Overview

Today's security and isolation booths are often the best step you can take to protect your employees. But do they protect or help maintain your very important good will? Not if clerks and customers have to shout and growl and repeat themselves to be heard or understood.

How it Works

Norcon's patented TTU-1 Talk-Thru Communicator provides hands-free communication between people separated by security or isolation barriers. It is the most widely used barrier intercom system of its type in the world.

The TTU-1 provides clear communication even in environments with high ambient noise through the use of compression circuitry which helps to reduce loud, annoying sounds.

Unwanted background noise is minimized through the use of automatic volume attenuation circuitry. If the gooseneck microphone is not used for 30 seconds, the outside channel volume will be reduced approximately 70%. Normal operation is restored as soon as the attendant speaks into the gooseneck microphone.

Features

- Clear, 2-way hands-free voice communication
- Rugged, tamper-resistant materials
- Simple, one-person installation
- ~~Headset jack permits telephone style headset or wireless microphone~~
- Units available for ADA applications
- ~~Optional battery-powered version (with rechargeable nickel cadmium battery)~~
- ~~Optional bullet-resistance (shield rated up to .357 Magnum service loads; higher level bullet resistant shields available)~~
- Optional removable gooseneck microphone
- ~~Export models available with 220VAC~~
- One year warranty on base unit (optional two years extended warranty available)

Installation

Installation of the TTU-1 is a simple, one-person operation. All that's needed is a 3-4 inch cutout in the barrier. Four fasteners and two rubber gaskets for mounting are supplied with the unit.

MECHANICAL SPECIFICATIONS

- Outside face plate: Solid aluminum, anodized finish, tamper-resistant
- Control housing (inside): Machined aluminum, anodized finish, tamper resistant
- Size: Outside face plate 5 in. dia. x 1/2 in. D. Inside control housing 5 in. dia. x 3 1/2 in. D (for TTU-1D); 2 1/2 in. D (for TTU-1A) Microphone and gooseneck 18 in.
- Weight: 5 lb.
- Mounting: Partition hole 3 to 4 in. dia. (3 1/2 in. recommended) Specify barrier thickness when ordering
- Panel controls: Listen volume, talk volume, on-

EXHIBIT "B"
JANITORIAL REQUIREMENTS AND SPECIFICATIONS
Five day Cleaning

1. GENERAL TERMS AND CONDITIONS

1.1. Requirement of Janitorial vendor: Janitorial vendor must be insured and licensed to do business in the State of Nevada.

1.2. Use of State Equipment and/or State Employee's Personal Property: The Janitorial vendor and his/her employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.

1.3. Use of State Telephones: The use of telephones in any building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm ins and outs. If an employee of the Janitorial vendor uses a phone to make any personal calls the Janitorial vendor will be financially responsible and the employee may be prohibited from entering the Premises.

2. SECURITY REQUIREMENTS:

2.1. Authorized Personnel: Janitorial vendor's employees or agents are expected to be fully trained, competent individuals. Janitorial vendor or Janitorial vendor's employees or agents are strictly prohibited from bringing children, friends, relatives, or any other person into the Premises who is not an authorized employee of Janitorial vendor assigned to work in the Premises.

2.2. Background Check: All employees or agents or Janitorial vendor that will be working in the Demised Premises are required to have a local law enforcement background check completed. Prior to entering the Demised Premises to work, all Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.

2.3. List of Janitorial vendor's Employees: Janitorial vendor shall furnish the Lessor / Property Manager with a list of all proposed employees. Janitorial vendor shall ensure that all background checks shall have been made and the results submitted to the Lessor /Property Manager at least seven (7) days prior to an employee starting work in the buildings.

2.4. Change in Janitorial vendor's Employees: In the event it is necessary for Janitorial vendor to replace or substitute an employee, either on a temporary or permanent basis, Janitorial vendor shall notify the Property Manager prior to the change and shall also insure that the required background checks have been completed and the results provided to the Lessor/Property Manager. Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.

2.5. All Exterior Doors: During the hours of 6:00 p.m. to 6:00 a.m., all exterior doors are to be kept locked at all times and Janitorial vendor's employees are strictly prohibited from opening exterior doors for anyone. It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key. An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract. The only exception to this rule would be if the threshold on an exterior door way is being cleaned and Janitorial vendor's employees remain present until the exterior door is closed and locked. The Janitorial vendor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.

2.6. All Interior Doors: During the hours of 6:00 p.m. to 6:00 a.m. all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area. An area is not to be left unsecured at any time. The Janitorial vendor's supervisor will be responsible for ensuring all interior doors have been secured when work is completed.

2.7. Building Keys, Alarm Code and Proximity Card Care: The Janitorial vendor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished to Janitorial vendor. The Janitorial vendor shall notify the Lessor/ Property Manager in writing when any of Janitorial vendor's employees resigns is terminated or is moved to another facility. Should the key(s) or proximity cards allotted to Janitorial vendor become lost or stolen, or if the corresponding locks have to be re-keyed, the Property Manager may reissue keys, proximity cards, locks and alarm codes at Janitorial vendor's expense.

3. PROJECT SPECIFICATIONS:

3.1. Hours of Service: All normal, routine service, inspection work and cleaning of building is to be completed **five (5)** days per week, **Sunday through Thursday, between the hours of 6:00 p.m. to 6:00 a.m., except for emergency call back services.**

3.2 Required Notice to Tenant for Special Projects: The Property Manager shall notify Tenant in writing, three (3) business days prior to any quarterly, semi-annual or annual project being started. This includes floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

4. DAILY CLEANING SPECIFICATIONS:

GENERAL OFFICE AND PUBLIC AREAS: *NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Vendor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces that are not cleaned-off shall not be cleaned.

A. OFFICES AND PUBLIC AREAS:

4.1. Trash from Wastebaskets/Trash Receptacles and other waste material labeled as trash must be removed from the building. All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the large green dumpsters provided. Recycle paper in white boxes/bins throughout the building are to be put into the white recycle dumpsters, where available, on the complex. Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket. Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.

4.2. Thoroughly Vacuum all Exposed Carpeted Areas: This will include all offices, public areas, and traffic areas including all corridors and path ways within office areas. All throw rugs are to be vacuumed nightly also. The only vacuum that will be acceptable in any State building will be a vacuum equipped with a HEPA filtration system that meets all State and Federal legal requirements. All vacuums must have a minimum of a 12 Amp motor and be equipped with a brush with a minimum rpm of 1,000 to 1,200 for effective cleaning. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them and all equipment will be subject to inspection and approval by the Lessor/Property Manager prior to contract award.

4.3. All Carpet Areas are to be Spot Cleaned Daily: During normal service hours, Vendor shall use its best efforts to remove stains from carpets, throw rugs and other flooring material. The following process will take place anytime a carpet gets a stain of any type. The affected area will be vacuumed and a spot cleaner applied to remove the stain. *If this does not eliminate the stain the Vendor shall notify the Lessor/Property Manager the very next business day Monday through Friday 7:00 a.m. to 5:00* p.m.

4.4. Carpet Care/Staple/Paper Clip Removal: All carpet areas must have any/all staples and/or paper clip

removed on daily basis. At no time is there to be an accumulation of staples in any carpet area. All gum and other foreign matters that are in the carpet will also be removed on a daily basis. *If a foreign substance will not come out, the Lessor/Property Manager is to be notified immediately the next business day, Monday through Friday 7:00 a.m. through 5:00 p.m.*

4.5. Daily Dusting: It being understood that the following requirements cannot be completed daily throughout the entire building, however, Vendor shall schedule daily work so that the requirements of this Section are completed through-out the entire building each week Dust and remove finger prints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, window sills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are on the surface.

The only exception will be if a desk or table has a note asking that the surface not be cleaned. A complete cleaning and polishing of these surfaces will be done any time the surface is clear of all objects. Walls and doors are to be kept clean and free from spots and hand prints. The kick plates at the bottom of any door also will be cleaned daily. *NOTE! It is to be understood that custodians are never to wedge a door open in the jamb/hinge area.* The Vendor will be responsible for the cost for repairing the damaged doors due to this practice. All doorways and/or entrances will be manually swept thoroughly every day.

4.6. Hard Floor Care: Dust mop and spot damp mop with cool, clean, water all tile, ceramic, stone, resilient, linoleum or other compound tile floor daily. Upon completion of daily routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. Brick floors will be swept and spot mopped. Hardwood floors will be dust mopped with an untreated mop head only.

4.7. Clean, Sanitize and Polish Drinking Fountains: Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks. Drinking fountains are to be polished with a stainless steel polish.

4.8. Customer Service Counters: Clean all customer service counters daily with a damp cloth or sponge using a disinfectant. After washing the counters they are to be dried to insure that the counters are not sticky or streaked from the cleaner used.

4.9. Clean Entryways and Glass in Entryway Doors: Entry glass is to be cleaned inside and outside daily utilizing a chemical to minimize fingerprints. Entry doors are to be considered all doors that lead in or out of a building and the windows that in compass the entry, whether it be just one or a hall way that is considered the entry corridor this is to height of not to exceed twelve feet.

4.10. Cigarette Ash-trays and Sand Urns in Smoking Areas: All cigarette butts, matches, bits of paper etc. are to be removed daily and sand added as needed to maintain a full level. On the last day of each month Vendor shall dispose of the old sand and refill the container with new sand. The sand will be provided by the Vendor.

4.11. Copy Room Care: All copy rooms are to be vacuumed thoroughly and/or the resilient tile floors are to be dust mopped then spot damp mopped nightly, leaving no streaks. This includes around and under the copy/shredding machine.

4.12. Rubberized Mat/Carpets Care: Lessor/ Property Manager are to provide rubberized/carpet mats at entry ways. Vendor is to vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the next business day.

4.13. Interior Stairwells: All stairwells are to be dust mopped or swept nightly and the hand rails are to be wiped with a neutral cleaner nightly. If a spill of any kind is found in a stairwell it is to be cleaned up immediately. All trash

and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

4.14. Vending Room/Area and Machines: All vending machines throughout the buildings are to be kept clean on the exterior of the machine. The surfaces of the machines will be cleaned with a disinfectant. The surfaces should never show streaks or smudges. The tops of all machines are to be dusted nightly and are to never have any trash, paper and/or dust left visible on them

4.15. Elevators: Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all marks, finger prints, etc. The surfaces should never show streaks or smudges. The elevator door tracks must be kept clean and free of debris.

B. RESTROOMS, LOCKER ROOMS AND SHOWER ROOMS: Cleaning of all restrooms, locker rooms and shower rooms are a high priority and are to be cleaned and serviced on a daily basis. All fixtures, floors, walls and stall dividers are to be "cleaned" with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly. Stock piling of refill supplies in the areas of these dispensers is not permitted. *The term "CLEAN" as defined here will be construed to mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixture within these restrooms, locker rooms and shower rooms.*

4.16. Soap Dispenser Care: Refill soap dispensers to maximum capacity every night. The chrome is to be polished and is to be streak free. Broken soap dispensers are to be reported to the Lessor/Property Manager or replaced the very next business day.

4.17. Trash Receptacle/Waste-Can Care: Empty trash containers, polish stainless steel, wipe out inside and replace the liner nightly. The containers are never to be streaky or smudged.

4.18. Mirror and Glass Care: Wash all mirror surfaces with glass cleaner. At no time are mirrors to be left streaky or with smudges on them. The stainless around the mirror will be dusted nightly and polished where applicable.

4.19. Ceramic Tile Walls and all Partition Care: All partitions and ceramic tile walls are to be wiped down nightly with a disinfectant and left with a steak free appearance.

4.20. Clean, Polish and Sanitize Toilets: All porcelain and toilet seats are to be cleaned with a disinfectant, thoroughly and streak free.

4.21. Clean, Polish and Sanitize Urinals: All porcelain is to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom side. All stainless steel, where applicable, is to be polished. Urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly, by the vendor's staff, cleaned under and then replaced. *NOTE! The drain pads are to be replaced on the first of every month. Pads must be dated on the down side with a permanent ink pen when they are placed.*

4.22. Toilet Paper Dispenser Cleaning/Re-Filling: All toilet paper dispensers are to be checked and refilled daily. If at the end of the day, a roll of toilet paper is 1/3 one third or less it is to be replaced and the partial roll left next to the dispenser. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *Note! The only paper that will be considered acceptable will be a quality white 2-ply.*

4.23. Paper Towel Dispenser Cleaning/Re-Filling: Paper towel dispensers are to be checked and refilled to maximum nightly. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *The only paper that will be considered acceptable will be a, single, bi-fold and/or multi-fold, paper towel, that is compatible with the dispenser. The paper product must contain no dyes in the paper.*

4.24. Sanitary Napkin Depositories, Cleaning and Lining/Bagging: In the ladies rest rooms all sanitary napkin depositories are to be checked and emptied nightly. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free. If bags are used, they are to be replaced. *Note! The only bag that will be acceptable will be a quality brown wax paper coated bag.*

NOTE! Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be randomly done during inspections and improperly cleaned toilets and urinals can cause a failure of the inspection.

4.25 Graffiti Removal on all Surfaces: Remove all graffiti from all surfaces. Vendor may consult with any specialist and/or the Lessor/Property Manager in completing the removal of graffiti. The Vendor must notify the Lessor/Property Manager, in writing, of any unsightly mark or graffiti that cannot be cleaned off the wall, partition and mirrors, with in twenty-four (24) hours of finding the problem.

4.26 Floor drains: Floor drains are to be flushed with an approved disinfectant type solution.

C. EMPLOYEES LOUNGE AND BREAK ROOM:

FOOD AREAS: Cleaning of all lunchrooms (excluding appliances, dishes, and utensils) and break-rooms are a high priority and are to be cleaned with approved cleaners and disinfectants that will not harm finishes. All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.

5. WEEKLY PROCEDURES:

A. OFFICES AND PUBLIC AREAS:

5.1 Weekly Vacuuming: In addition to the daily specifications above, one time per week, all carpet edges, accessible carpet beneath furniture and carpet beneath light, movable furniture shall be thoroughly vacuumed. The 'carpet edge' is defined as the area from the cove to one and a half inches away from the wall. This will be accomplished with a vacuum with a hose attachment or a back-pack vacuum. It is to be understood that the only area that the back pack vacuum will be considered permissible in any State building will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.

5.2 Weekly Cleaning: Spot clean to remove all spots and marks from walls, around light switches, door knobs, and door jambs. All HVAC supply and return air vents are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look. All surrounding areas of all wall and ceiling vents will be cleaned of any/all dust and/or residual discoloration. Janitorial sinks are to be cleaned with a disinfectant solution inside and outside. All floor drains are to be flushed out with a disinfectant solution. All stairwells in the building are to be dust mopped then wet mopped. The stairs are to be left clean with no film or streaky finish from the cleaning solution.

5.3 Weekly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.

Step 1. All floors shall be dust mopped.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Spray buff using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.

Step 4. Dust mop again to pick up any particles left from burnishing. Upon completion of weekly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and

linoleum will present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

5.4. Floors will be maintained: in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

- **Sealed concrete**: Dust mop and wet mop until no streaks are visible
- **Hardwood Floors**: Shall be vacuumed using a hard floor attachment to remove dirt and debris from cracks. Then shall be damp mopped, not wet mopped using 2 ounces per gallon of Pacific Cleaner.
- **Polished marble or Granite**: Mop with neutral ph cleaner specifically for stone and buff with white pad.
- **Terrazo**: Mop using water based terrazzo cleaner.
- **Brick and Tile**: Auto scrub using a nylon grit brush.

6. MONTHLY CLEANING SPECIFICATIONS:

6.1. Monthly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.
Step 1. All floors shall be dust mopped.
Step 2. Damp mop using cool, clean, water with a neutral cleaner.
Step 3. Deep scrub floor using a floor machine and blue pad to remove soil, scuffs and black marks.
Step 4. (a) Re-coat VCT and linoleum floors with two coats of non-slip wax.

6.2 Burnish all floors: using a high-speed floor machine to achieve a wet- look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add an additional coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present

Upon completion of the monthly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

6.3 Monthly Hard Floor care for Tile floors (ceramic, Terra cotta, slate etc.): if already treated, re-coat with appropriate finish acceptable to the Lessor/Property Manager.

6.4 Doors: Wood, Metal, Glass and/or Plastic Care: All interior and exterior doors shall be cleaned. The doors are not to show any residual streaks or marks. All thresholds and door trim is to be cleaned as well. There is to be no build-up of wax, or dirt on the thresholds at any time.

7. QUARTERLY PROCEDURES:

7.1. Upholstered Surface Care: Vacuum with a HEPA vacuum all upholstered surfaces including but not limited to, modular furniture with cloth walls, chairs, couches, benches, ottoman, etc.

7.2. Quarterly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.
Step 1. Strip floors of old wax and floor finish by going over the floor completely several times using a floor machine equipped with a stripping pad.
Step 2. Apply two coats of sealer to all VCT and Linoleum floors allowing each coat to dry before applying the

next coat of sealer.

Step 3. (a) Re-coat Tile (lobby floors) with appropriate floor finish acceptable to the Lessor/Property Manager.
(b) Re-coat VCT and linoleum floors with three coats of non-slip wax.

Step 4. Burnish using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present. Upon completion of the quarterly work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

8. SEMI-ANNUAL PROCEDURES:

8.1. Windows: All interior and exterior windows of the building shall be cleaned twice (2) times per year. The cleaning shall be scheduled in the Fall and Spring. Clean windows will be defined as follows. There are to be no; streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service. Any ground level windows or glass less than twelve (12') feet in height may be cleaned by the Janitorial contractor. Any windows or glass higher than twelve (12) feet above ground level will require a licensed Window Cleaning sub-contractor.

8.2. Carpet Cleaning: All carpet shall be cleaned two (2) times annually. Cleaning must be scheduled and approved in writing by the Lessor/Property Manager prior to work being done. Work will be inspected and approved after completion. All carpet areas are first to be vacuumed with a HEPA vacuum thoroughly and then steam cleaned. Carpets will be cleaned using a licensed and bonded carpet cleaning company. The only cleaning method that will be acceptable will be by a truck mounted system, utilizing STEAM/ HOT/WATER EXTRACTION. Any other system or method must have prior approval of the Lessor/Property Manager. Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils, and petroleum-soluble soils. All carpet will be uniform in appearance when dry and vacuumed.

Shampoo all carpeting throughout the building including corridors, lobby area entrances, meeting rooms and offices. Work will commence no later than 30 days after the scheduling and coordination through the Lessor/Property Manager representative using an approved carpet cleaning vendor .

8.3. Carpet Cleaning: Base Cove and Wainscot Care. Wipe down/clean all base-cove wainscot throughout the building. The cleaner used should leave a desirable luster. Vendor to consult with the Lessor/Property Manager on the proper cleaner to use.

8.4. Light Fixtures and Diffusers: Clean all light fixtures and diffusers inside and outside throughout the building.

9. ANNUAL PROCEDURES:

9.1. Window Blinds. All window blinds will be cleaned using a HEPA vacuum with a blind cleaning attachment. All blinds will be cleaned annually; Lessor/Property Manager is to be notified upon completion.

OFFICE LICENSE USE AGREEMENT

THIS OFFICE LICENSE USE AGREEMENT ("Agreement") is entered into this 6TH day of October, 2010 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the National Association for the Advancement of Colored People, a New York non-profit corporation ("NAACP"). City and NAACP are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City desires to license the NAACP certain real property as described herein for the NAACP's use to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination under the terms, conditions, and covenants hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

1. PREMISES

In consideration of the rents, covenants and agreements contained herein, the City licenses to NAACP, and NAACP licenses from the City certain commercial space comprising of approximately 1,280 square feet located at 1052 West Owens Avenue and approximately 1,600 square feet located at 1048 West Owens Ave (collectively "Premises") located in the City of Las Vegas, County of Clark, State of Nevada in Nucleus Plaza Shopping Center ("Shopping Center"), detailed on Exhibit "A" attached hereto and incorporated herein by this reference.

2. TERM

2.1. Commencement Date. The Commencement Date for this Lease Agreement shall be the 1ST day of October, 2010.

2.2 Length of Term. The Term of this License shall be for two (2) years beginning on the Commencement Date. Upon request by the NAACP and upon subsequent approval of the Las Vegas City Council, this Agreement may be renewed for three (3) additional options of two (2) years each. This Agreement may be terminated with or without cause by either Party providing the other Party (ninety) 90-day advance written notice of its intent to terminate this Agreement. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 90 day notification period ends. By way of example, if notification is provided on the 5th day of July, the Agreement terminates on October 31st of that same year.

3. RENT

3.1 NAACP agrees to pay to the City's, without prior demand therefore and without any deduction or set off whatsoever, except as provided herein, a License Fee of Five Hundred Dollars and No Cents ($500.00) per month through the Term of the License.

4. CHANGE TO THE SHOPPING CENTER

The City hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional commercial space, in or on the building in which the Premises are contained, anywhere in the Shopping Center. The City may, but is not obligated, to provide written notice of any changes, alterations or additions, to the NAACP 30 days prior to any such changes, alternations or additions.

5. USE

NAACP shall use the Premises solely for the purpose of conducting its business, which is to ensure the political, education, social, and economic equality of rights of all persons and related services. NAACP shall not use or permit the Premises to be used for any other purpose or purposes without prior written consent of the City.

6. CONTINUOUS OPERATION

NAACP covenants to operate its business at the Premises continuously during the entire term of this Lease. NAACP shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. NAACP shall conduct its business on the Premises during the regular customary days and hours of such type of business in the city or trade area in which the Shopping Center is located, and may conduct such business on any other days or times it deems appropriate.

7. LAWS, WASTER, NUISANCE

NAACP covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

8. SIGNS, AWNINGS, AND CANOPIES

8.1. NAACP shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Shopping Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining the City's written approval. NAACP further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising material, or other things as may be approved in good condition and repair at all times. The City may, at NAACP's cost, remove any item erected in violation of this Section.

8.2. Uniform Signs. The City shall have the right to compel NAACP to purchase or lease, a facia sign for the front of NAACP's premises. Said sign shall be consistent with other signs in the Shopping Center. The City shall have the sole right to designate the style of said sign, materials for construction of said sign and the style and manner of lettering and lighting of said sign.

9. MAINTENANCE

The City agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of NAACP, or any of its or their invites. NAACP agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. The City agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to NAACP. NAACP agrees to the day-to-day maintenance including janitorial services at NAACP's expense.

10. ALTERATIONS

10.1. NAACP Alterations and Improvement. NAACP shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the store front, without first obtaining the City's written approval. NAACP shall present to the City plans and specifications for such work at the time approval is sought. In the event the City consents to the making of any alterations, additions, or improvements to the Premises by NAACP, the same shall be made by NAACP at NAACP's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, NAACP shall have the same performed in such a manner as not to obstruct access to any portion of the Shopping Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless the City otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of NAACP's acts or omissions or because of a claim against NAACP, NAACP shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by City.

12. UTILITIES

The City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center unless occasioned by the City's acts or omissions. NAACP agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by NAACP shall require additional utility facilities, the same shall be installed at NAACP's expense in accordance with plans and specifications to be approved in writing by the City, NAACP shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services. Should the City elect to supply any utility services, NAACP agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility furnishing the same.

13. COMMON AREAS

13. 1. Revocable License. All common areas in the Shopping Center which NAACP may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, the City shall not be subject to any liability nor shall NAACP be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Shopping Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by NAACPs, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. The City shall operate and maintain the common areas in such manner as the City in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

14. ASSIGNMENT

14.1. Assignment Prohibited. NAACP shall not transfer, assign, mortgage, or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than NAACP, or sublet the Premises, or any part thereof, without the prior written consent of the City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Agreement from NAACP by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. In the event that NAACP hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

14.2. Consent Required. Any assignment or subletting without the City's consent shall be void, and shall constitute a default hereunder which, at the option of the City, shall result in the termination of this Agreement or exercise of the City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through NAACP.

14.3. City's Right in Event of Assignment. If this Agreement is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than NAACP, the City may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the NAACP hereunder or a release of NAACP from the further performance of all of the covenants and obligations of NAACP herein contained. In the event that the City shall consent to a sublease or assignment hereunder, NAACP shall pay to City reasonable fees, not to

exceed $250.00, incurred in connection with processing documents necessary to the giving of such consent.

15. INDEMNITY

15.1 NAACP shall indemnify the City and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by NAACP of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of NAACP, its agents, contractors, employees, invitees, licensees, or concessionaires.

15.2 The City shall not be responsible or liable at any time for any loss or damage to NAACP's merchandise, equipment, fixtures, or other personal property or to NAACP's business, including any loss or damage to either the person or property of NAACP that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

15.3 NAACP shall give prompt notice to the City in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

15.4 In case City shall without fault on its part be made a party to any litigation commenced by or against NAACP, then NAACP shall protect and hold City harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15.5 In case NAACP shall without fault on its part be made a party to any litigation commenced by or against the City, then City shall protect and hold NAACP harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

16. INSURANCE

16.1. At all times during its occupancy of the Premises, NAACP shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million Dollars and No Cents ($1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00). NAACP shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, NAACP shall submit to City a certificate of insurance which evidences the above required coverages and names City as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the City and NAACP. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to City. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to City.

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17. DESTRUCTION

17.1. City's Remedies. If the Premises shall be partially damaged by any casualty insured against under City's insurance policy, City shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered unacceptable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly unacceptable, or (b) the Premises should be damaged as a result of a risk which is not covered by City's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of the City be operated as an integral unit, then and in any such events, the City may either elect to repair the damage or may cancel this Agreement by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Agreement shall expire and NAACP shall vacate and surrender the Premises to the City. NAACP's liability for rent upon the termination of this Agreement shall cease as of the date following the City's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of NAACP or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Agreement is terminated by the City or NAACP, NAACP shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

17.2. NAACP's Remedies. The NAACP may, notwithstanding the foregoing, terminate this Agreement effective immediately on the date of written notice to the City in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to the City in the event of one or more of the occurrences in items 18. 1(b) and (c). If NAACP shall terminate this Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to City or perform any other term and condition of said Agreement other than remove it's personal property in accordance with the terms herein upon the effective date of the written notice of termination. NAACP shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Agreement.

18. CONDEMNATION

18.1. Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceeding, then this Agreement shall cease and terminate as of the date of title vesting in such proceeding.

18.2. Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of NAACP (except for the amount of floor space), then this Agreement shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of NAACP, then this Agreement shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and the City shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by the City in originally constructing said building, nor shall the City in any event be required to expend for such work an amount in excess of the amount received by the City as damages for the part of the Premises so taken.

"Amount received by the City" shall mean that part of the award in condemnation, which is free and clear to the City of any collection by mortgage lenders for the value of the diminished fee.

18.3. City's Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, the City or NAACP, by written notice, terminate this Agreement. If this Agreement is terminated as provided in this subsection, rent shall be paid up to the date that possession is taken by public authority and the City shall make an equitable refund of any rent paid by NAACP in advance.

18.4. NAACP shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although NAACP shall have the right, to the extent that the same shall not reduce the City's award, to claim from the condemnor, but not from the City, such compensation as may be recoverable by NAACP in its own right for damages to NAACP's business and fixtures.

18.5. Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi- public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

19. EVENTS OF DEFAULT REMEDIES

19.1. Default by NAACP. Upon the occurrence of any of the following events, the City shall have the remedies set forth in Section 19.2:

(A) NAACP fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) NAACP fails to perform any other term, condition or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to NAACP by the City.

(C) NAACP or its agent shall falsify any report required to be furnished to the City hereunder.

(D) NAACP shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or NAACP petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) NAACP violates either Section 6 or Section 15.

19.2. Remedies. Upon the occurrence of the events set forth in Section 19.1, the City shall have the option to take any or all of the following actions, without further notice or demand of any kind to NAACP or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, NAACP, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such

reentry of taking possession of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given by the City to NAACP. No such action by the City shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of NAACP required to be kept or performed.

(C) Terminate this Agreement by written notice to NAACP. In the event of such termination, NAACP agrees to immediately surrender possession of the Premises. Should the City terminate this Agreement, it may recover from NAACP all damages it may incur by reason of NAACP's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from NAACP to the City.

(D) Should the City reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Agreement, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon such other terms and conditions as the City in its sole discretion may deem advisable. Upon each such reletting all rentals received by the City from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from NAACP to the City; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by NAACP hereunder, NAACP shall pay any such deficiency to the City. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to NAACP pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, the City may at any time thereafter elect to terminate this Agreement for such previous breach. The remedies given to the City in this Section 19 shall be in addition and supplemental to all other rights or remedies which the City may have under laws then in force.

20. ACCESS TO PREMISES

The City shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. The City shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to NAACP to inspect or to exhibit the same to prospective purchasers, mortgagees, NAACPs, and lessees, and to make such repairs, additions, alterations or improvements as the City may deem desirable. The City shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of NAACP in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of NAACP's business or otherwise, and NAACP shall have no claim for damages, provided The City shall perform the labor required during non-business hours of the NAACP unless there exists a state of emergency affecting the health and safety of those NAACPs and persons in other portions of the Shopping Center that necessitates immediate corrective action.

21. CONTRACTOR

With respect to each of the City's obligations under any provision of this Agreement concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) By the City's arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at the City's option, be a corporation or other entity directly or indirectly affiliated with or controlled by the City); and/or, at the City's option, (ii) If at the time the City is required to fulfill such obligation it is the holder of a license authorizing it to act as a contractor within such State, by the City's participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permit required for creation or reconstruction of the Premises, the building containing the same, or other improvements in the Shopping Center shall be obtained by the City's contractor(s) or, if the City acts as such, by the City itself

22. ATTORNMENT

In the event of the sale or assignment of the City's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by the City covering the Premises, NAACP shall attorn to the assignee or purchaser and recognize such purchaser as the City under this Agreement.

23. QUIET ENJOYMENT

NAACP, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

24. SURRENDER OF PREMISES

At the expiration of this Agreement, NAACP shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Agreement, reasonable wear and tear excepted, and shall deliver all keys to the City. Before surrendering the Premises, NAACP shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by NAACP as may be specified for removal by the City, and shall repair any damage caused by such property or the removal thereof. If NAACP fails to remove its personal property and fixtures upon the expiration of this Agreement, the same shall be deemed abandoned and shall become the property of the City.

25. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either the City or the NAACP institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

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26. PAST DUE SUMS

If NAACP fails to pay, when the same is due and payable, any rent, additional rent, or other sum to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum.

27. MISCELLANEOUS PROVISIONS

27.1. No Partnership. The City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of NAACP in the conduct of its business or otherwise. The provisions of this Agreement relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

27.2. Force Majeure. The City shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the City's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

27.3. No Waiver. Failure of the City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing signed by the City.

27.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to the City, at the place specified for payment of rent and (b) if to NAACP, either at the Premises or at any other current address for NAACP which is known to the City. Either party may designate such other address as shall be given by written notice.

To City: City of Las Vegas
Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

To NAACP: National Association for the Advancement of Colored People
Attn: Executive Director
1048 West Owens Avenue
Las Vegas, Nevada 89106

27.5. Recording. NAACP shall not record this Agreement or a memorandum thereof without the written consent of the City. The City, at its option and at any time, may file this Agreement for record with the Recorder of the County in which the Shopping Center is located.

27.6. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

27.7. Broker's Commissions. NAACP represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Agreement, and agrees to indemnify City against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

27.8. Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by NAACP shall be construed to be both a covenant and a condition, and if there shall be more than one NAACP, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by the City of the Shopping Center, the Premises, or this Agreement, the City shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to the City's successor in interest.

27.9. Entire Agreement, Etc. This Agreement and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Agreement are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Agreement and constitutes consideration given to the City to enter into this Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon the City or NAACP unless reduced to writing and signed. Submission of this Agreement for examination does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by the City to NAACP. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Agreement, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Agreement contains no restrictive covenants or exclusives in favor of NAACP. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

28. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, NAACP warrants that is has disclosed on the form attached as Exhibit "B", all principals and partners of the NAACP, as well as all persons and entities holding more than a one percent (1%) interest in the NAACP, or any principal of the NAACP. Throughout the term hereof, the NAACP, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

29. AUTHORITY OF SIGNATORIES

Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Agreement is binding upon said entity in accordance with its terms.

30. COUNTERPARTS/ELECTRONIC DELIVERY

This Use Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be

appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

31. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth above.

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST:

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

Approved as to form:

By: John S. Ridilla 8/27/10
Deputy City Attorney Date

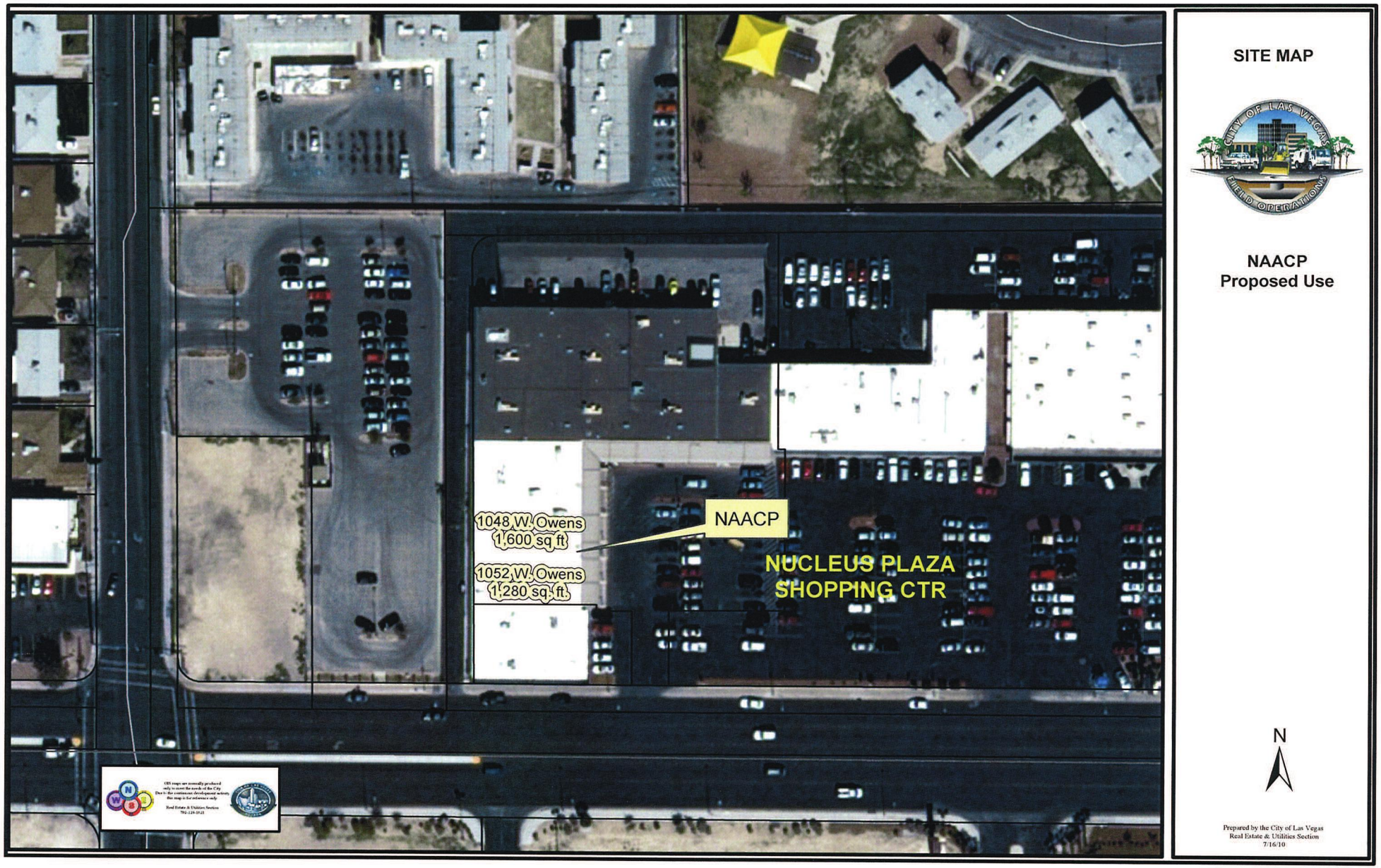
NAACP

By:_____

Name: FRANK HAWKINS

Title: President CV Branch IIII

EXHIBIT "A"



SITE MAP

NAACP
Proposed Use

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Prepared by the City of Las Vegas
Real Estate & Utilities Section
7/16/10

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors of the National Association for the Advancement of Colored People and all persons and entities holding more than 1% interest in National Association for the Advancement of Colored People are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Frank Hawkins	2009 Alta Dr.	638-1300
2. Ida Gaines	3731 My Way	
3. Samesha Ramadan	5601 Indian Ridge Dr.	275-7375
4. Doris Woods	205 E. Harmon Ave #808	219-5545
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

National Association for the Advancement of Colored People
a Non-Profit organization

By: _____
Its: President LV Branch IIII

Subscribed and sworn to before me this
1 day of Sept, 2010.

Notary Public

SHARON BULLOCK
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-28-2011
Certificate No: 93-2360-1

ORIGINAL

LAND LEASE AGREEMENT/CELL TOWER

This Land Lease Agreement (hereinafter "Lease") is made this 20th day of June, 2001, by and between the City of Las Vegas, Nevada, 400 East Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter "Lessor") and Southwestco Wireless, LP, d/b/a Verizon Wireless by Southwestco Wireless, Inc., its ~~general~~ managing partner, 180 Washington Valley Road, Bedminister, NJ 07921 (hereinafter "Lessee").

Initial here Lab

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to a monopole tower, equipment shelter and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of Owens Avenue & J Street ("City Parking Lot"), Las Vegas, Nevada 89106, generally located in the area bounded by Owens Avenue and J Street .

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as used by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada, (hereinafter "Lessor"), and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., its ~~general~~ managing partner , (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms when capitalized, have the meaning indicated:

2.1 "Backhaul Network" means the physical network that connects cells to a central

switching point or the Public Switch Telephone Network ("PSTN").

2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.

2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.

2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2.5 Manager" means the City Manager or his or her designee.

2.6 "Wireless Communications System" means any system which uses a form of

cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 665 square feet of property located at the City Parking Lot, Las Vegas, Nevada 89106, (hereinafter "Premises"). A description of the Premises is attached hereto and incorporated herein as Exhibit "A". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System Facilities in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1. Construction may include, but not be limited to a monopole tower, and equipment shelter and security fencing.

4. TERM:

4.1 The initial term of this Lease is five (5) years. The term will begin six (6) months after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing. of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

5.1 The total rental payment for the initial five (5) year term of this Lease shall be One thousand eight hundred and No/100ths Dollars ($1800.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payments not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to one and one-half percent (1.5%) of the amount due.

5.2 Each renewal term will have its own rent terms. Exhibit "B" of this Lease will detail the rent for the original term and each subsequent renewal term.

5.3 If the term does not begin on the first day of the month or end on the last day of the month, the rent for the partial month shall be prorated, based on the number of days in the month.

5.4 As additional consideration, within fifteen (15) business days after the full execution of this Lease, Lessee shall pay to Lessor a one-time administrative payment in the amount of One Thousand Dollars ($1,000.00).

6. INGRESS, EGRESS AND UTILITY EASEMENT:

6.1 Lessor hereby grants to Lessee an easement for ingress, egress, regress and utilities over properties of Lessor adjacent to the Premises for construction and maintenance of the Structures on the Premises, for the installation, construction and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Lessee of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Lease Term. The location and

configuration of the Easement along with the Easement Agreement Form, shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Lease and shall be included in any recorded Memorandum of this Lease. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at Lessee's request and expense, this Easement shall be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

8.1 Lessee shall use the Premises for the purpose of constructing, maintaining and operating a Wireless Communications System. Lessee shall have the right to

construct a monopole tower and foundation, and equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof as more particularly described in the written plans and details attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property

8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, other occupants of the City Parking Lot or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform at the expense of Lessee reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). The Lessor and its agents shall have the right during the term of the Lease to examine

Lessee's transmitter equipment and facilities in order to detect any potential interference with the Lessor's telecommunication uses, provided that Lessee's representative is present during such examinations.

8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee.

8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.

8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole

discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall work forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.

8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 Lessee may not sublease within their shelters or on ground within their lease area. Lessee may sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations

under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR:	City of Las Vegas Attn: Manager Department of Public Works/Real Estate & Assets 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101
WITH A COPY TO:	City of Las Vegas City Attorney's Office, 9th Floor Las Vegas, Nevada 89101
TO LESSEE:	Verizon Wireless 180 Washington Valley Road Bedminister, NJ 07921 Attention: Network Real Estate

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above

provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the monopole tower and Lessee's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set for the in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief,

no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) By either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license,

permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Lease by Lessee:

20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues

for a period of thirty (30) calendar days after written notice is given to Lessor;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a fifteen percent (15%) penalty of the amount due will be assessed.

20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. SURVEY AND TESTING:

24.1 Lessee shall have the right for ninety (90) business days from the execution of this Lease to survey, soil test, and make any other investigations necessary to

determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If Lessee, within the above stated time determines that for any reason the Premises is not suitable, this Lease, upon thirty (30) calendar days written notice given to Lessor, shall become null and void; provided that at Lessee's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that Lessee shall deliver copies of all soil tests and investigation reports to Lessor.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

26. MECHANIC'S LIENS:

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of

such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely

responsible for making such changes to the Premises as may be necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.

33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a

franchise required by any City ordinance, State statute or constitutional provision or Federal law.

33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.

33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.

33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Leased Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over

shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to

consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. RIGHT TO REGISTER OR RECORD:

39.1 Upon the request of Lessee, Lessor agrees to promptly execute and deliver to Lessee a Memorandum of Lease and recordable or registerable form setting forth the general terms of the Lease, and such other information, as Lessee shall request.

40. INTERPRETATION:

40.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

41. RENT PAYMENT:

41.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101.

42. DATE OF LEASE:

42.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

43. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Assets Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual

obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. WAIVER OF LESSOR'S LIEN:

(a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

...

...

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

...

...

45. DISCLOSURE OF PRINCIPALS:

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as Exhibit "E", all principals and partners of SOUTHWESTCO WIRELESS, L.P., as well as all persons and entities holding more than a one percent (1%) interest in SOUTHWESTCO WIRELESS, L.P., or any principal of SOUTHWESTCO WIRELESS, L.P. Throughout the term hereof, SOUTHWESTCO WIRELESS, L.P., shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF LAS VEGAS

"Lessor"

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Deputy City Attorney Date 6/7/01

Initial here MOR

SOUTHWESTCO WIRELESS, LP,
d/b/a VERIZON WIRELESS, By SOUTHEWESTCO
WIRELESS INC., its ~~GENERAL~~ MANAGING PARTNER

"Lessee"

Robert F. Swaine
Chief Technical Officer & West Area
Chief Technical Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On 7-13-01 (Date), before me, Carolyn J. Wilson (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Robert F. Swaine (Name(s) of Signer(s)),

CAROLYN J. WILSON
Commission # 1224499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Beverly K Bridges
NOTARY PUBLIC, in and for said
County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared ROBERT F. SWAINE to me known to be an authorized representative of Southwestco Wireless, Inc., the ~~general~~ managing partner of Southwestco Wireless, LP, the limited partnership, d/b/a Verizon Wireless that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Southwestco Wireless, LP, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Print or Type Name: _____
Notary Public in and for the State of CA, residing at
_____
My appointment expires: _____

When recorded, mail to:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

Exhibit "A"

(Legal Description)

AS SHOWN IN THE ATTACHED EXHIBIT "C" THAT PORTION OF:

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21 THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE THEREOF DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 1°24'55" EAST ALONG THE WEST LINE OF "H" STREET A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO SAVEWAY SUPER SERVICE STATIONS, INC BY DEED RECORDED MAY 16, 1961, AS DOCUMENT NO 240907, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE CONTINUNING NORTH 1°24'55" EAST A DISTANCE OF 25.02 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA TO INTERMOUNTAIN INVESTMENT CO. BY DEED RECORDED NOVEMBER 27, 1962, AS DOCUMENT NO. 324064, OFFICIAL RECORDS OF CLARK COUNTY NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 350.00 FEET TO A POINT; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE TURNING TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 110.00 FEET AND SUBTENDING A CENTRAL ANGEL OF 41°27'46" AN ARC LENGTH OF 79.60 FEET TO A POINT; THENCE ALONG A REVERSE TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 41°27'46" AN ARC LENGTH OF 65.13 FEET TO A POINT; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 378.95 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 0.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO ROBERT J. GORDON BY DEED RECORDED JANUARY 28, 1963 AS DOCUMENT NO. 336155, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°09'35" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF "J" STREET; THENCE SOUTH 0°00'49" EAST ALONG THE EAST LINE OF SAID "J" STREET A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 59, PAGE 85) TO A POINT; THENCE SOUTH 89°09'35" EAST A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 59, PAGE 85) TO THE TRUE POINT OF BEGINNING.

Initials:

LESSEE:
LESSOR: BR.

Exhibit "B"

(Rent Terms)

INITIAL 5-YEAR TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$1800.00
2ND YEAR	$1800.00
3RD YEAR	$1800.00
4TH YEAR	$1800.00
5TH YEAR	$1800.00

FIRST 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2160.00
2ND YEAR	$2160.00
3RD YEAR	$2160.00
4TH YEAR	$2160.00
5TH YEAR	$2160.00

SECOND 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2810.00
2ND YEAR	$2810.00
3RD YEAR	$2810.00
4TH YEAR	$2810.00
5TH YEAR	$2810.00

THIRD 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2965.00
2ND YEAR	$2965.00
3RD YEAR	$2965.00
4TH YEAR	$2965.00
5TH YEAR	$2965.00

Initials:

LESSEE: _____
LESSOR: _____

EXHIBIT "C"

28

verizonwireless

4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 65044

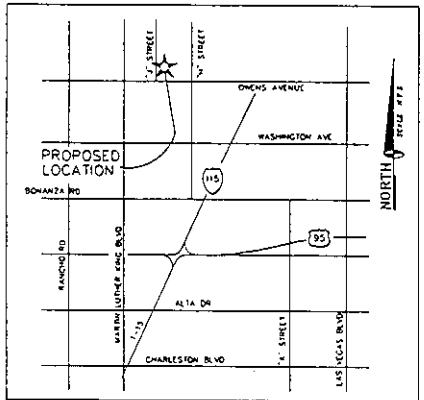
INITIAL

LSV-MORGAN
LSV-374 "A"
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106

THE PROPOSED PROJECT INCLUDES

- INSTALLATION OF MINIMUM VISIBILITY ANTENNAS ON A NEW 55' MONOPOLE WITH A MAXIMUM ANTENNA HEIGHT OF 55'
- INSTALLATION OF A 12' X 12' MODULAR SHELTER ON A CONCRETE PAD
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM BTS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO MODULAR SHELTER
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER
- INSTALLATION OF A 6' BLOCKWALL FENCE WITH (2) 4' SWING GATES
- INSTALLATION OF A 6'X8' GENERATOR PAD

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE
VERIZON WIRELESS
CONSTRUCTION MANAGER
840 GRIER DRIVE
LAS VEGAS, NV 89119
(702) 270-3620
CONTACT: BOBBY COSTA

PROPERTY INFORMATION

OWNER / ADDRESS	CITY OF LAS VEGAS 400 EAST STEWART AVE LAS VEGAS, NEVADA 89101
CONTACT / PHONE	DAVE ROHRN (702) 229-1021
AREA OF CONSTRUCTION	900 SQ FT. MORE OR LESS
OCCUPANCY TYPE	U-2
CONSTRUCTION TYPE	5-N
CURRENT ZONING	R-E
ZONING APPLICATION #	ADR 180
A.P.N.	139-21-803-008
HANDICAP REQUIREMENTS	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED

PROJECT INFORMATION

EQUIPMENT LOCATION	○ OUTDOOR	■ INDOOR
EQUIPMENT SHELTER	■ YES	○ NO

ANTENNA LOCATION
- ■ NEW MONOPOLE
- ○ SELF SUPPORT TOWER
- ○ EXISTING MONOPOLE
- ○ ROOF TOP
- ○ EXISTING TOWER
- ○ OTHER

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES

1. UNIFORM BUILDING CODE 1997
2. NFPA 101-1990
3. LOCAL BUILDING CODE
4. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

STRUCTURAL ENGINEER:

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

TOWER ENGINEER:

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
LS1	SITE SURVEY (NOT INCLUDED FOR PERMIT)	0
A1	SITE PLAN & CONSTRUCTION NOTES	1
A2	LEASE DETAIL, ABBREVIATIONS, LEGEND	2
A3	ANTENNA LAYOUT, ANTENNA & CABLE SCHEDULE, MONOPOLE ELEVATIONS	2
A4	SHELTER ELEVATIONS & FOUNDATION DETAILS	1
E1	POWER, TELCO & COAX ROUTING, PANEL SCHEDULE, 1-LINE DIAGRAM AND NOTES	2
E2	GROUNDING LAYOUT, SCHEMATIC, NOTES AND DETAILS	2
E3	GROUNDING DETAILS	1

SHEET INDEX — ISSUED FOR: PERMIT

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		

APPROVAL LIST

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION
LSV-MORGAN
LSV374-A
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:
5/22/01

ISSUED FOR:
100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
2	5/22/01	CHANGE POLE HEIGHT	DT
1	05/02/01	100% CONSTRUCTION	DT
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSTRUCTION MANAGER:

DRAWN BY:	CHK.:	APV.:
J. TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:
TITLE SHEET

SHEET NUMBER: T1 — REVISION: 2

LSV374-

CONFIDENTIAL AND PROPRIETARY. NOT FOR USE OR DISCLOSURE OUTSIDE OF VERIZON WIRELESS INC. EXCEPT UNDER WRITTEN PERMISSIO

EXHIBIT "C"

1. THE FACILITY IS AN UNOCCUPIED SPECIALIZED MOBILE RADIO FACILITY
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER
4. THE CONTRACTOR SHALL RECEIVE IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATION TAKE PRECEDENCE
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS
7. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. MANAGER AND WITH LANDLORD'S AUTHORIZED REPRESENTATIVE
8. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS
9. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 23 OF THE UNIFORM BUILDING CODE REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS
11. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE SITE AND NOTIFY THE PROJECT MANAGER OF ANY DISCREPANCIES BEFORE STARTING ANY WORK
12. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT FOR DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK
13. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER
14. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE
15. CONTRACTOR TO PROVIDE COMPLETE SET OF AS BUILT DRAWINGS within 10 WORKING DAYS OF PROJECT COMPLETION
16. CONTRACTOR IS TO SPRAY WITH CPA APPROVED WEED CONTROL PRIOR TO PLACING 4" AGGREGATE BASE (GEOTECH FABRIC AND CRUSHED RICK TYPICAL INSIDE ENTIRE SITE

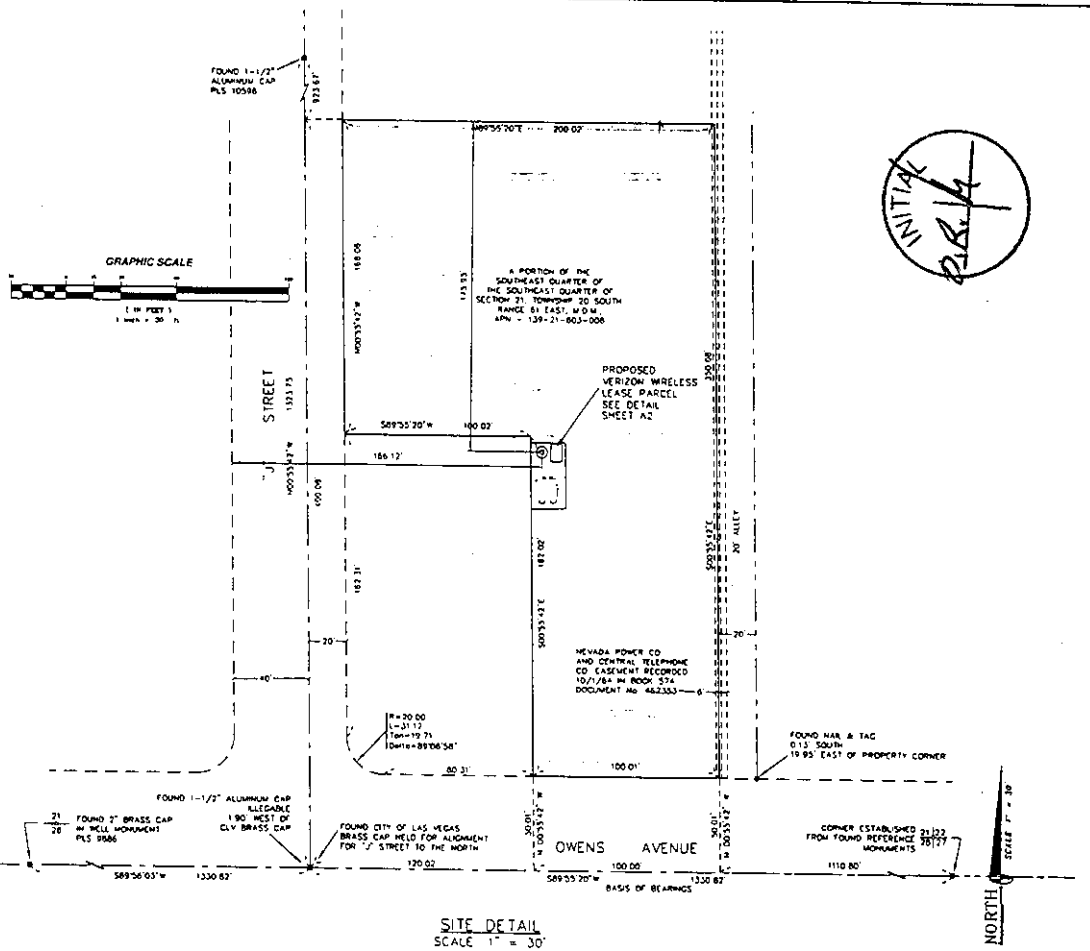
BASIS OF BEARINGS

SOUTH 89°55'20" WEST, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST M.D.M., AS SHOWN ON FILE 69 OF SURVEYS, PAGE 86 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL
No. 25 21 101/2254
RIVET AND PLATE IN TOP OF CURB, NE RETURN OWENS AVE. AND H STREET

ELEVATION = 619.4213 (METERS) / 2032.22 (FEET)
NORTH AMERICAN VERTICAL DATUM OF 1988



SITE DETAIL
SCALE 1" = 30'

PROJECT GENERAL NOTES

1. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM 1988
2. SURVEY INFORMATION SHOWN IS OBTAINED FROM A SURVEY PREPARED BY SPECTRUM SURVEYING DATED 05/16/01
3. THE ENGINEER SPECTRUM SURVEYING & ENGINEERING AND REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AT (702) 367-3705
4. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED
5. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS
6. ANY DRAIN INLET/DIP FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SITE LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT
7. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES
8. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AD INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE PERFORMED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK
10. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION
11. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS
12. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS
13. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY
14. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY
15. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE
16. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER
17. ONE GRADES WITHIN THE FENCED IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR AND REPAVING WITH ASPHALT CONCRETE TO MATCH EXISTING
18. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR
19. DRIVEWAY CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO NEVADA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR THE ROAD AND BRIDGE CONSTRUCTION", LATEST EDITIONS, AND ALL APPLICABLE PROVISIONS OF LOCAL COUNTY ORDINANCES
20. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION

CONSTRUCTION NOTES

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION

LSV-MORGAN
LSV374-A
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE
5/02/01

ISSUED FOR
100% CONSTRUCTION

REV	DATE	DESCRIPTION	BY
1	05/02/01	100% CONSTRUCTION	DW
0	04/23/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-3705
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CONSULTANT

DRAWN BY:	CHK:	APV:
J. TWEDEN	L.S.	D.C.

LICENSURE

SHEET TITLE
SITE PLAN
CONSTRUCTION NOTES

SHEET NUMBER: A1 | REVISION: 1
LSV374-A

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EXHIBIT "C"

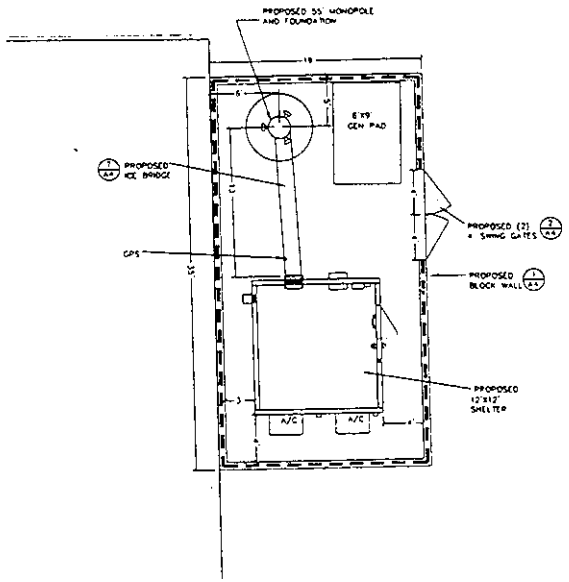
30

ABBREVIATIONS

SGL.P./T.P./S.P.	SINGLE POLE, TEE POLE, & THREE POLE
A/C	AIR CONDITIONING
ADJ.	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
APPROX.	APPROXIMATELY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE
A (OR Amp)	AMPERE
BLDG.	BUILDING
BLK.	BLOCK
BMR	BASE MOBILE RADIO
B/S	BUILDING STANDARD
Bv	BEVELED
C.O.	CONDUIT ONLY
C	CONDUIT BURIED AS NOTED
C.B.	CIRCUIT BREAKER
CKT.	CIRCUIT
CLG.	CEILING
CLR.	CLEAR
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.F.C.I.	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
DBL.	DOUBLE
DIA. or ø	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DN.	DOWN
DTL. OR A	DETAIL
DWG.	DRAWING
(E)	DUAL ELEMENT FUSES
E.	EAST
EA.	EACH
EL. ELEV.	ELEVATION
ELECT.	ELECTRICAL
EQ.	EQUAL
EQUIP.	EQUIPMENT
EW	EACH WAY
EXIST.	EXISTING
EXT.	EXTERIOR
EMT	ELECTRICAL METALLIC TUBING(THIN WALL)
E.C.	ELECTRICAL CONTRACTOR
EGB	EQUIPMENT GROUND BUS
EMT	ELECTRICAL METALLIC TUBING
FIN.	FINISH
FLOUR.	FLUORESCENT
FLR.	FLOOR
FT.	FOOT
GRC	GALVANIZED RIGID CONDUIT
G. or GRD.	GROUND
GA.	GAUGE
GALV.	GALVANIZED
GC	GENERAL CONTRACTOR
GWB	GYPSUM WALL BOARD
GYP. BD.	GYPSUM BOARD
HARD WD.	HARDWOOD
HORIZ.	HORIZONTAL
HR.	HOUR
HT.	HEIGHT
HVAC	HEATING, VENTING AND AIR CONDITIONING
I.D.	INSIDE DIA.
IN.	INCH
INFO.	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
kW	KILOWATTS
LB(S).	POUND(S)
MAS.	MASONRY
MECH.	MECHANICAL
MET. MTL.	METAL
MFR.	MANUFACTURER
MGR.	MANAGER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MGB	MAIN GROUND BUS
M.O.	MOUNTED
NEUT.	NEUTRAL
NTH.	NORTH
N.A.	NOT APPLICABLE
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
OD	OUTSIDE DIAMETER
OPNG.	OPENING
OPP.	OPPOSITE
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE
OHT/OHP	OVERHEAD POWER/OVERHEAD TELEPHONE
PVC	SCHEDULE 40 PLASTIC CONDUIT
PLYWD.	PLYWOOD
PR.	PAIR
PROJ.	PROJECT
PROP.	PROPERTY
PT.	PRESSURE TREATED
RECPT.	RECEPTACLE
REQ'D.	REQUIRED
RM.	ROOM
R.O.	ROUGH OPENING
S.	SOUTH
SW.	SWITCH
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
SS	STAINLESS STEEL
STL.	STEEL
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
S.V.	SHEET VINYL
THRU	THROUGH
THKD.	THICKED
T.O.C.	TOP OF CURB
T.O.M.	TOP OF MASONRY
T.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
TEMP.	TEMPORARY
THK.	THICK(NESS)
T.N.S.	TOE NAIL
T.O.A.	TOP OF ANTENNA
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
UBC	UNIFORM BUILDING CODE
U/G	UNDERGROUND POWER
UGT	UNDERGROUND TELEPHONE
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
VT.	VINYL TILE
W.	WEST
W/	WITH
WDW.	WINDOW
W/O	WITHOUT
W.	WATTS
W.P.	WEATHERPROOF
XFMR.	TRANSFORMER
℄	CENTERLINE
P/L	PROPERTY LINE
&	AND
@	AT
#	NUMBER
∠	ANGLE

LEASE DETAIL

NORTH SCALE: 1" = 5'

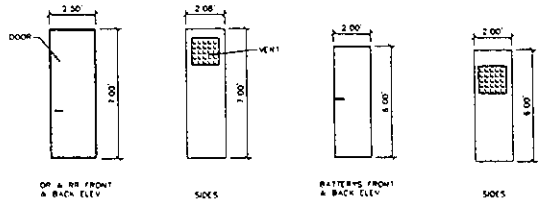


PLAN NORTH / GRID NORTH — SCALE: 1" = 5' — 1

LEGEND

NEW ANTENNA	GROUT OR PLASTER
EXISTING ANTENNA	(E) BRICK
GROUND ROD	(E) MASONRY
GROUND BUS BAR	CONCRETE
MECHANICAL GRND CONN.	EARTH
CADWELD	GRAVEL
GROUND ACCESS WELL	PLYWOOD
ELECTRIC BOX	SAND
TELEPHONE BOX	WOOD GRAIN
LIGHT POLE	WOOD BLOCKING
FND MONUMENT	STEEL
SPOT ELEVATION	DETAIL REFERENCE
SET POINT	ELEVATION REFERENCE
REVISION	SECTION REFERENCE
GRID REFERENCE	ELECTRICAL CONDUIT
	COAXIAL CABLE
	OVERHEAD SERVICE CONDUCTORS
	CHAIN LINK FENCING
	CENTERLINE
	PROPERTY/LEASE LINE
	MATCH LINE
	WORK POINT
	GROUND CONDUCTOR
	TELEPHONE CONDUIT

EQUIPMENT ELEVATION



SCALE: NONE — 2

verizonwireless
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LAS VEGAS, NEVADA 89106
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1	05/02/01	100% CONSTRUCTION	DW
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:

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CONSULTANT:

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J TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:
LEASE DETAIL
EQUIPMENT PLAN/ELEVATIONS
ANTENNA LAYOUT/SCHEDULE

SHEET NUMBER: A2 — REVISION: 2 — LSV374-A

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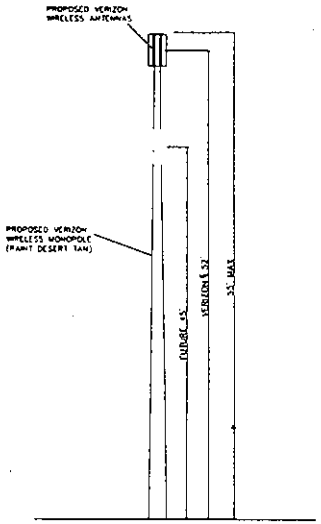
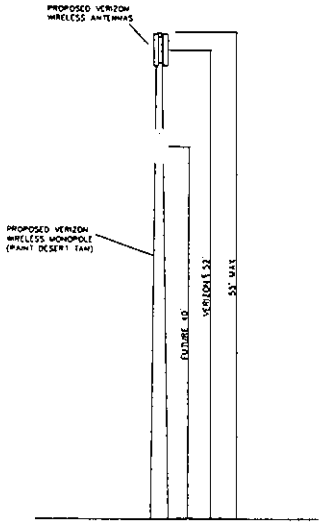
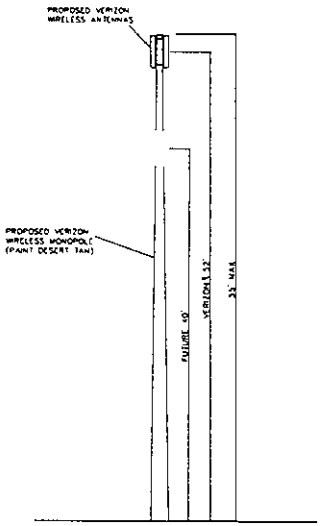
EXHIBIT "C"



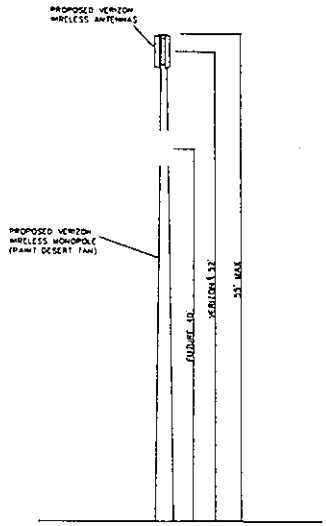
WEST ELEVATION SCALE: 1"=8' 6



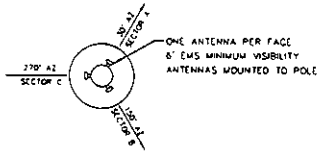
NORTH ELEVATION SCALE: 1"=8' 4



EAST ELEVATION SCALE: 1"=8' 3



SOUTH ELEVATION SCALE: 1"=8' 1



ANTENNA LAYOUT SCALE: NONE 5

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	30°	RFS	75'	7/8" COAX	YELLOW BROWN WHITE	5'	20'	
SECTOR B	150°	RFS	75'	7/8" COAX	RED BROWN WHITE	5'	20'	
SECTOR C	270°	RFS	75'	7/8" COAX	GREEN BROWN WHITE	5'	20'	
GPS	N/A	NORTEL GPS	30'	1/2" COAX	GRAY			

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION OR INSTALLATION OF CABLES

ANTENNA AND CABLE SCHEDULE SCALE: NONE 2

INITIAL

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

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CONSULTANT:

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LICENSURE:

SHEET TITLE:
ANTENNA LAYOUT
ANTENNA & CABLE SCHEDULE
MONOPOLE ELEVATIONS

SHEET NUMBER: A3 REVISION: 2
LSV374-A

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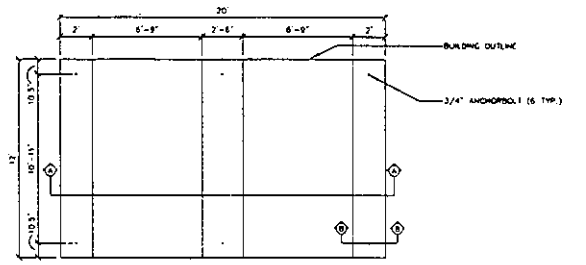
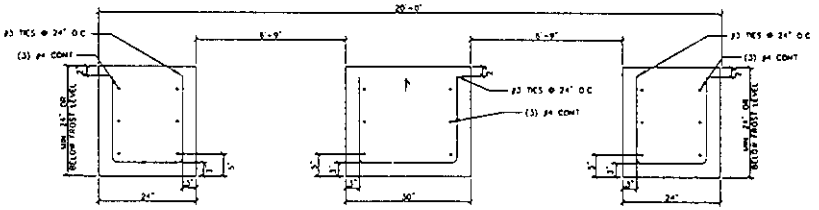
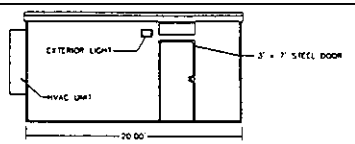


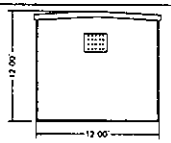
SLAB FOUNDATION — SCALE: NONE — 10



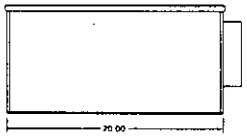
FOUNDATION SECTION "A-A" — SCALE: NONE — 4



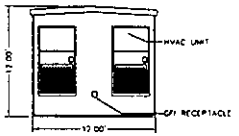
WALL A



WALL B



WALL C



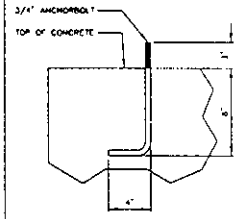
WALL D

C D B A

BUILDING KEY

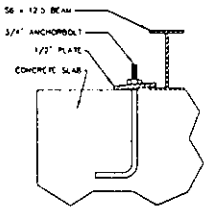
NOTE
1 DETAILS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY
2 LOCATION OF DOORS, PORTS & A/C UNITS MAY VARY REFER TO MANUFACTURER'S DRAWINGS
3 FOR STRUCTURAL BUILDING PLANS SEE MANUFACTURER'S DRAWINGS

12' x 20' SHELTER ELEVATIONS — SCALE: NONE — 9



SECTION "B-B"

ANCHORBOLT — SCALE: NONE — 6

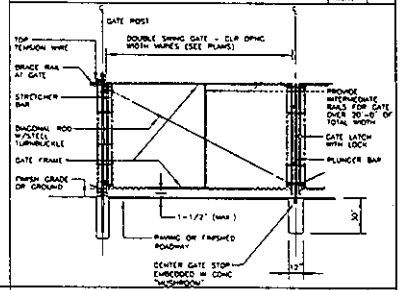


SECTION "B-B"

TIE-DOWN — SCALE: NONE — 5

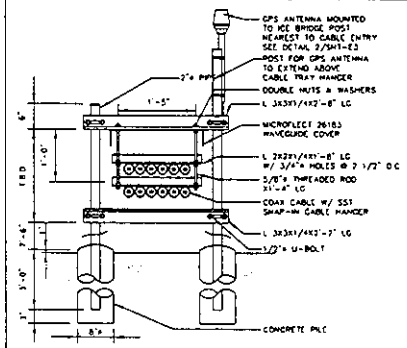
1 REINFORCING ASTM A-615 GRADE 40 DETAILS TO MEET ACI 315-65 STANDARDS AND UBC SECTION 1907
2 BUILDING FOUNDATION CONCRETE MIX DESIGN PER UBC SECTION 1905 & TABLE 19-A-1 THRU 19-A-7
COMPRESSIVE STRENGTH = 3000 PSI @ 28 DAYS
CEMENT = 5.7 SACK MIN PER CUBIC YARD (TYPE II PER ASTM C-150)
POTABLE WATER = 8.0 GALLONS MAX PER 94 LBS SACK OF CEMENT
AGGREGATES PER UBC SECTION 1903.3
MAXIMUM SLUMP = 5 IN
3 MIXING AND PLACING COMPLY WITH UBC SECTION 1907
4 CURLING COMPLY WITH SECTION 1905 (1)
5 REMOVAL OF FORMWORK COMPLY WITH UBC SECTION 1906.2
6 TESTING COMPLY WITH UBC SECTION 1905.1 & 1903.8

CONCRETE NOTES — SCALE: NONE — 3



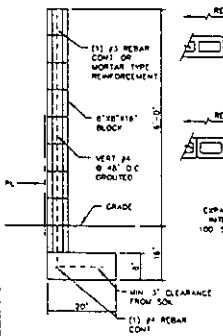
DOUBLE-SWING GATE — SCALE: NONE — 2

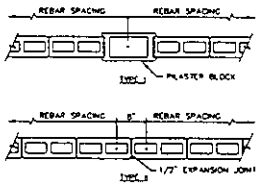
NOT USED — SCALE: NONE — 8



NOTE
ALL STEEL IS GALVANIZED. ALL BOLTS TO BE FURNISHED W/ WASHERS AND NUTS

ICE BRIDGE — SCALE: NONE — 7





EXPANSION JOINT DETAILS
EXPANSION JOINTS RECOMMENDED FROM 30' TO 50' INTERVALS. PLANS FOR INTERVALS GREATER THAN 100' SHALL BE ACCOMPANIED BY ENGINEERING CALCS

NOTE
1 A GOOD CONCRETE MIXTURE FOR FOOTINGS IS BY VOLUME 1 PART PORTLAND CEMENT, 2.75 PARTS SAND, 4 PARTS GRAVEL NOT LARGER THAN 1.5 INCHES, AND JUST ENOUGH WATER TO MAKE THE MIXTURE "MUSHY" AND WORKABLE, BUT NOT "SOUPY." THE WATER CONTENT SHOULD NOT BE MORE THAN 7.5 GALLONS PER SACK OF CEMENT FOR THE ABOVE MIX WHERE SALTS ARE PRESENT IN THE SOIL, TYPE V CEMENT IS REQUIRED

A GOOD MORTAR MIXTURE SHOULD BE IN PROPORTIONS OF 1:1 PART PORTLAND CEMENT, 1/2 PART LIME (HYDRATED), AND 3 PARTS SAND. THE WATER CONTENT SHOULD BE ACCORDING TO ABSORPTION AND SUCTION ABILITY TO ASSURE NORMAL FLOW AND SPREADING WITH A TROWEL

A GOOD GROUT MIXTURE SHOULD BE COMPOSED BY VOLUME OF 1 PART PORTLAND CEMENT, 2 PARTS SAND, AND 1 PART PEA GRAVEL SUFFICIENT WATER SHALL BE ADDED TO PRODUCE CONSISTENCY FOR POURING WITHOUT SEGREGATION

2 UNSUPPORTED ENDS OF WALLS SHALL TERMINATE IN A REINFORCED PILASTER COLUMN OR THE END CELL SHALL BE REINFORCED AND GROUTED SOLID

3 THIS WALL HAS BEEN DESIGNED TO BE SUPPORTED BY SOIL THAT DEVELOPS 1500 #/S.F. BEARING CAPACITY. WHERE A LOCATION HAS SOIL THAT CANNOT SUPPORT THIS DESIGN OR HAS SPECIAL SOIL CONDITIONS, THIS DESIGN CANNOT BE USED CONTACT YOUR LOCAL BUILDING DEPARTMENT

BLOCK WALL DETAIL — SCALE: NONE — 1

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CONSULTANT

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J TWEDEN	L.S	D.C

LICENSURE

SHEET TITLE
SHELTER ELEVATIONS & FOUNDATION DETAILS

SHEET NUMBER: A4 — REVISION: 1 — LSV374-A

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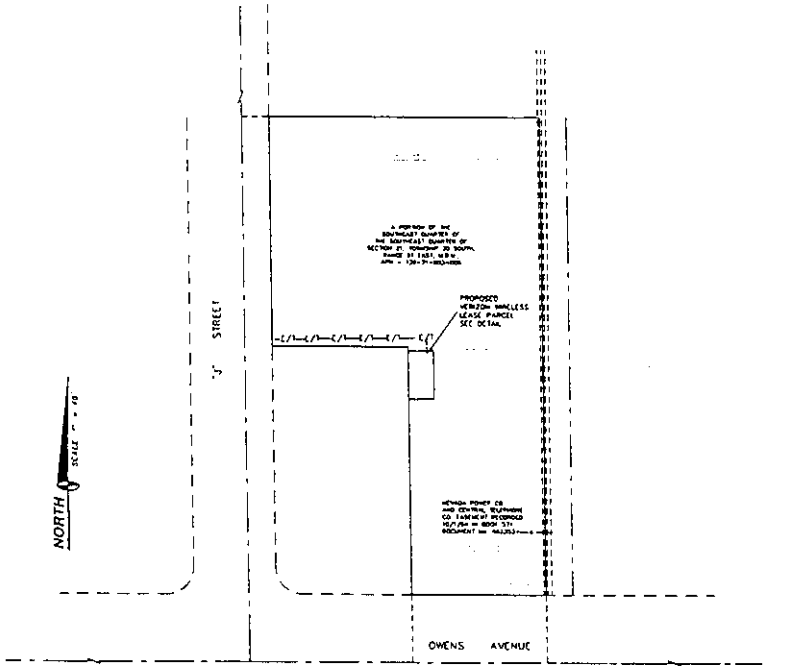
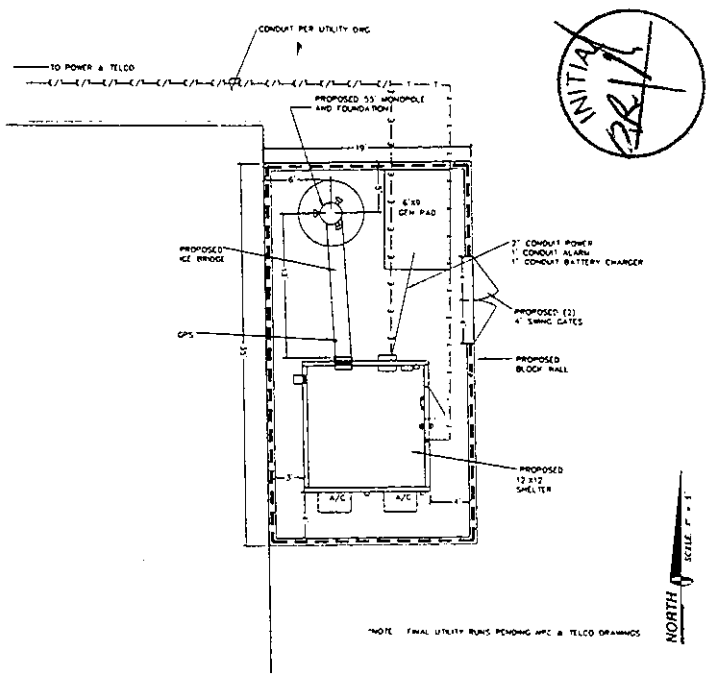


OVERALL SITE PLAN | PLAN NORTH | SCALE: 1"=40' | 3



POWER, TELCO & COAXIAL CABLE ROUTING | PLAN NORTH | SCALE: 1"=5' | 1

1 UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY

2 CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT PULL BOXES, CABLES, PULL BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACK FILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK

UTILITY GENERAL NOTES | 4

SHORT CIRCUIT CALCS

A MAIN SWITCHBOARD - AT METER SECTION

1 I_{sc} = 50KVA
I_n = 208A
Z = 32734A (NPCa TABLE)
Z_T = 170 (NPCa TABLE)

2 MULTIPLIER $\frac{100}{170}$ = 58.8

3 $I = \frac{2 \times L \times I_{sc}}{C \times C_{L-N}}$ WHERE L=50 C=12,923 (#3/0 CU IN PVC)

$I = \frac{2 \times 50 \times 32734}{1 \times 12923 \times 240}$ C_{L-N} = 240V

I = 0.98

4 $M = \frac{1}{1+I} = \frac{1}{1+0.98}$ = 0.505

5 I_{sc} (AT MAIN SWITCHBOARD-MSA) = 0.505 x 32734

I_{sc} = 16532A

VOLTAGE DROP <3% FOR 50' RUN

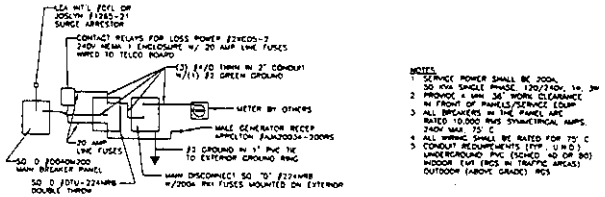
SHORT CIRCUIT CALCS. | SCALE: NONE | 6

PANEL GM- 120/240V 1 PHASE — 200A BREAKER SURFACE MOUNT

DESCRIPTION	NO	L1	L2	NO	DESCRIPTION
* LIGHTING	1	200A MB		2	SPARE
RECEPTACLES	3	540 20/1		4	2W RECTIFIER
HVAC #1	5	4410 20/2		6	
	7		4410 20/2	8	2W RECTIFIER
HVAC #2	9	4410 20/2		10	
	11		4410 20/2	12	2W RECTIFIER
RECEPTACLES	13	360 20/1		14	
RECEPTACLES	15		360 20/1	16	2W RECTIFIER
EXT RECEPTACLE	17	180 20/1		18	
SPARE	19		2640	20	2W RECTIFIER
SPARE	21	200A		22	
	23			24	
	25			26	
	27			28	
	29			30	
	31			32	
	33			34	
	35			36	
	37			38	
	39			40	
	41			42	
LOAD PHASE		20467	17504		
TOTAL CONNECTED LOAD	PER PHASE 20467A / 120V = 170 AMPS				

* INDICATES CONTINUOUS LOADS SIZED AT 125%

PANEL SCHEDULE | 5



ELECTRICAL 1-LINE DIAGRAM | 2

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION

LSV-MORGAN
LSV374-A
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE: 5/22/01

ISSUED FOR: 100% CONSTRUCTION

REV	DATE	DESCRIPTION	BY
2	05/22/01	CHANGE POLE HEIGHT	DM
1	05/02/01	100% CONSTRUCTION	DM
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY

SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD, SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

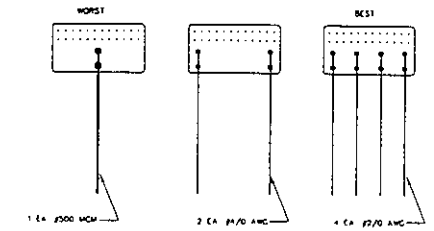
DRAWN BY	CHK	APV.
J TWEDEN	L.S.	D.C

LICENSURE

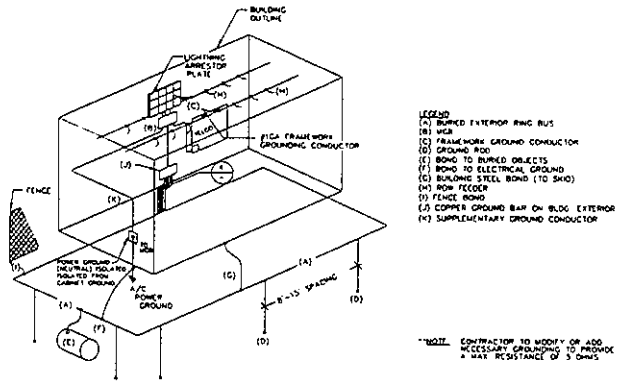
SHEET TITLE: POWER, TELCO & COAX. ROUTING 1-LINE DIAGRAM PANEL SCHEDULE NOTES & DETAILS

SHEET NUMBER: E1 | REVISION: 2 | LSV374-A

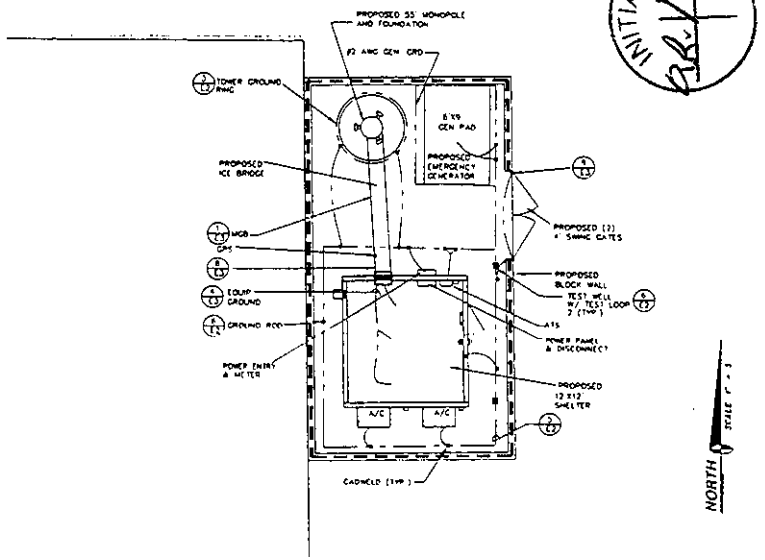
EXHIBIT "C"



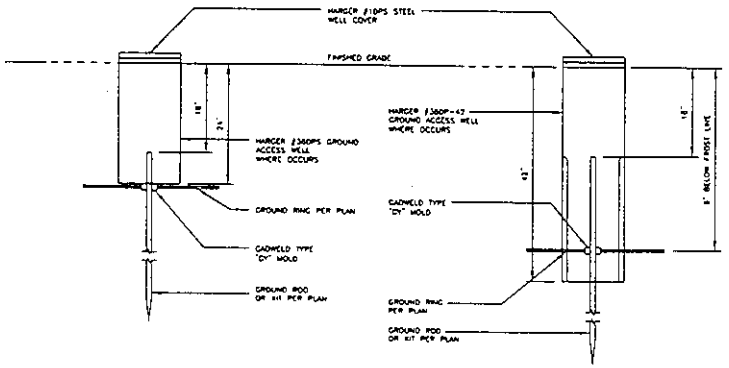
GROUND CONDUCTOR IN PVC CONDUIT — SCALE: NONE — 4



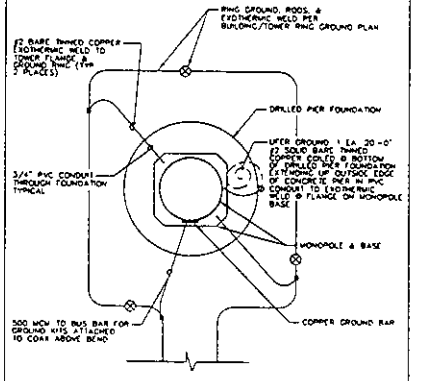
SHELTER GROUNDING DETAIL-SINGLE POINT GROUND SCHEME — SCALE: NONE — 5



GROUNDING LAYOUT — PLAN NORTH — SCALE: 1"=5' — 1



GROUND WELLS — SCALE: NONE — 6



TOWER GROUND — SCALE: NONE — 3

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS AND VERIZON GROUNDING STANDARD, WSW 05-100-001 DATED JUNE 5, 2000
2. ALL GROUNDING CONDUCTORS #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED
3. GROUND RING TO GROUND BAR CONNECTIONS SHALL BE CADWELDED QTY (2) #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED
4. GROUND BAR TO EQUIPMENT AND CABLES SHALL BE #2 AWG BTCW W/ DOUBLE LUG CONNECTIONS
5. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR
6. GROUND BAR LOCATED BELOW WAVEGUIDE ENTRY PORT CABLES SHALL BE #2 AWG BTCW/DOUBLE LUG CONNECTIONS TWO PATHS TO GROUND RING
7. ALL BELOW GRADE CONNECTIONS EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS EXOTHERMIC WELD TYPE
8. EXTERIOR GROUNDING CONDUCTORS BURIED TO A MINIMUM DEPTH OF 1'-6" BELOW FINISHED GRADE TO ALLOW FOR FUTURE CONSTRUCTION
9. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING OR FENCE
10. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST TREAT WITH A COLD GALVANIZED SPRAY
11. GROUND BARS
    A. EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT BOTTOM OF ANTENNA MOUNT/MAST FOR LIGHTNING GROUNDING PURPOSES CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. 2 HOLERS (FURNISHED BY OMNI-PS) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR AND BE INTERNAL TO POLE
    B. MAIN GROUND BUS BAR (MGB) LOCATED NEAR THE BASE OF THE RADIO EQUIPMENT CABINET(S) SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR
12. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR
13. ALL #2/0 TINNED COPPER CONNECTORS SHALL BE LONG-BARRELLED TYPES AND HAVE TWO HOLES FOR CONNECTION TO SURFACE AND NON-OXIDIZING AGENT APPLIED TO INHIBIT CORROSION

GROUND NOTES — SCALE: NONE — 2

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SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION:
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LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

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PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

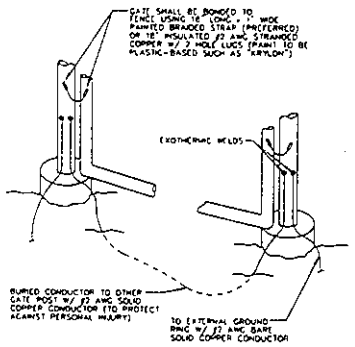
DRAWN BY:	CHK.	APV.
J. TWEDEN	L.S.	D.C.

LICENSURE:

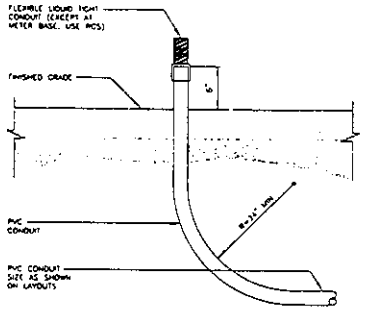
SHEET TITLE:
GROUNDING LAYOUT SCHEMATIC, NOTES NOTES AND DETAILS

SHEET NUMBER: E2 — REVISION: 2 — LSV374-A

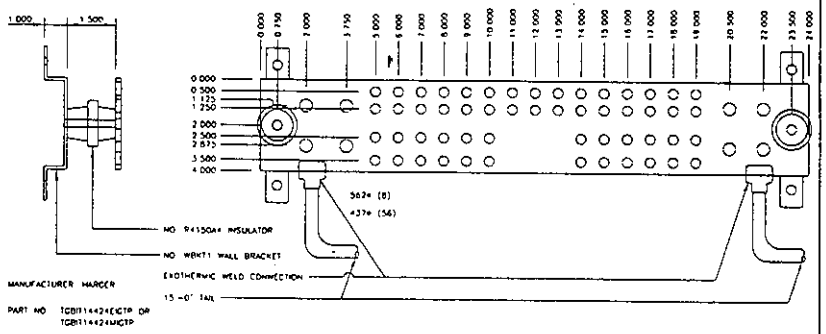
EXHIBIT "C"



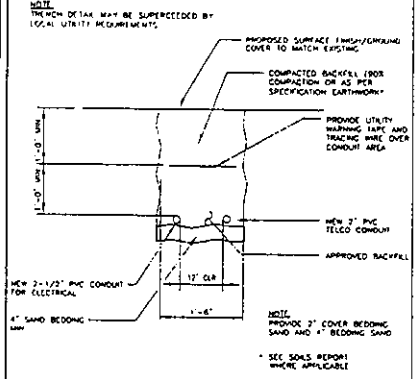
GATE GROUND CONNECTION — SCALE: NONE — 9



CONDUIT STUB-UP @ EQUIPMENT — SCALE: NONE — 6

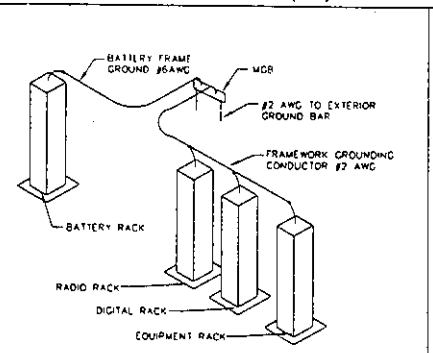


GROUNDING BAR ASSEMBLY (24") — SCALE: NONE — 1

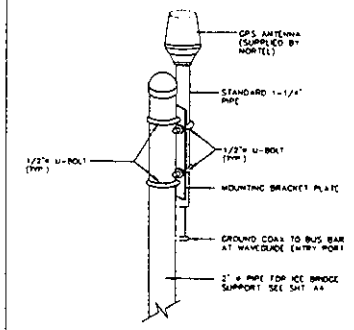


TRENCH DETAIL — SCALE: NONE — 10

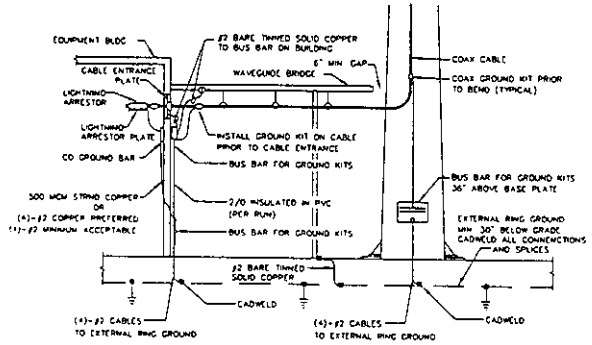
NOT USED — SCALE: NONE — 7



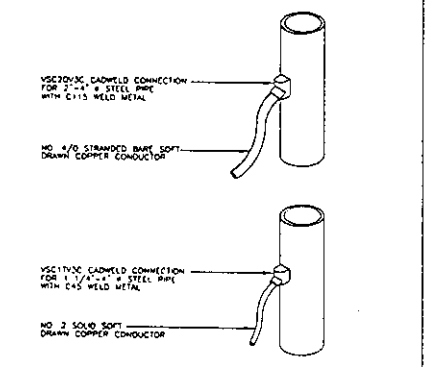
EQUIPMENT GROUND — SCALE: NONE — 4



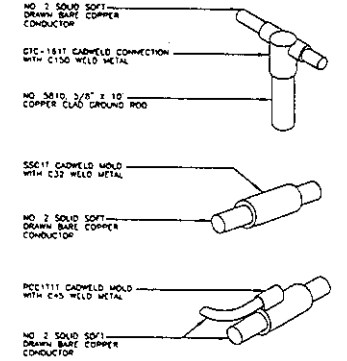
GPS PIPE MOUNT DETAIL — SCALE: NONE — 2



TRANSMISSION LINE GROUND DETAIL-MONOPOLE TOWER — SCALE: NONE — 8



CADWELD TO STEEL COLUMN — SCALE: NONE — 5



MISC. CADWELD DETAILS — SCALE: NONE — 3

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LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:

5/02/01

ISSUED FOR:

100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
1	05/02/01	100% CONSTRUCTION	DW
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH: (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

DRAWN BY:	CHK.:	APV.:
J. TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER: E3 — REVISION: 1

LSV374-A

EXHIBIT D
INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars ($1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars ($1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement's continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity

SOUTHWESTCO WIRELESS LP
Name
180 WASHINGTON VALLEY ROAD
Address BEDMINSTER, NJ 07921
(908) 306-7000
Telephone
22-3381659 - TAX I.D.
EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement:
WIRELESS COMMUNICATIONS FACILITY
LSV MORGAN

RFP #:

Block 3 Type of Business

☐ Individual ☒ Partnership ☐ Limited Liability Company ☐ Corporation

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.	SOUTHWESTCO WIRELESS, INC. GENERAL PARTNER	SAME AS ABOVE	SAME AS ABOVE
2.	CELLCO PARTNERSHIP LIMITED PARTNER	SAME AS ABOVE	SAME AS ABOVE
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

[June 2000]

EXHIBIT "E"

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 CALIFORNIA
County of ORANGE

ROBERT F. SWAINName
CHIEF TECHNICAL OFFICER & WEST AREA CHIEF TECHNICAL OFFICER

Date

Subscribed and sworn to before me this 5th day of June, 2001.

Carolyn J. Wilson
Notary Public

CAROLYN J. WILSON

CAROLYN J. WILSON
Commission # 1284499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

Approved As To Form
By: Nancy Davis
Nancy Davis
Area General Counsel-West
Verizon Wireless

[June 2000]

ORIGINAL

PROJECT NAME: LSV Morgan

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

MEMORANDUM OF LEASE AGREEMENT

This Memorandum dated this 14th day of August, 200 01, by and between the **City of Las Vegas**, a municipal corporation of the State of Nevada (hereinafter "Lessor") and **Southwestco Wireless LP, d/b/a Verizon Wireless**, by Southwestco Wireless Inc., its managing partner, 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter "Lessee"), is a record of that LAND LEASE AGREEMENT/CELL TOWER (hereinafter "Agreement") between Lessor and Lessee dated June 20, 2001, which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property consisting of approximately 665 square feet which are described in Exhibit "A" (hereinafter "Premises"), which is attached hereto and incorporated herein by this reference.

2. Term of Agreement and Options to Extend. The initial term of the Agreement is for a five-year (5) period commencing six (6) months after the date of the execution of the Agreement by Lessor. Lessee has options to extend the Agreement term for three (3) consecutive five-year (5) periods.

3. Successors and Assigns. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

CITY OF LAS VEGAS

"Lessor"

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 6/7/01

Deputy City Attorney Date

SOUTHWESTCO WIRELESS, LP,
d/b/a VERIZON WIRELESS, By SOUTHEWESTCO
WIRELESS INC., its MANAGING PARTNER

"Lessee"

Robert F. Swaine
Chief Technical Officer & West Area
Chief Technical Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 7-31-01 (Date), before me, Carolyn J. Wilson (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Robert F. Swaine (Name(s) of Signer(s)),

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

CAROLYN J. WILSON
Commission # 1284499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, **OSCAR B. GOODMAN**, Mayor and **BARBARA JO RONEMUS**, City Clerk, City of Las Vegas known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Beverly K Bridges
NOTARY PUBLIC, in and for said
County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared **ROBERT F. SWAINE** to me known to be an authorized representative of Southwestco Wireless, Inc., the managing partner of Southwestco Wireless, LP, the limited partnership, d/b/a Verizon Wireless that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Southwestco Wireless, LP, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Print or Type Name: _____
Notary Public in and for the State of CA, residing at
_____
My appointment expires: _____

EXHIBIT A

Legal Description of Premises

THAT PORTION OF:

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21 THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE THEREOF DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 1°24'55" EAST ALONG THE WEST LINE OF "H" STREET A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO SAVEWAY SUPER SERVICE STATIONS, INC BY DEED RECORDED MAY 16, 1961, AS DOCUMENT NO 240907, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE CONTINUNING NORTH 1°24'55" EAST A DISTANCE OF 25.02 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA TO INTERMOUNTAIN INVESTMENT CO. BY DEED RECORDED NOVEMBER 27, 1962, AS DOCUMENT NO. 324064, OFFICIAL RECORDS OF CLARK COUNTY NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 350.00 FEET TO A POINT; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE TURNING TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 110.00 FEET AND SUBTENDING A CENTRAL ANGEL OF 41°27'46" AN ARC LENGTH OF 79.60 FEET TO A POINT; THENCE ALONG A REVERSE TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 41°27'46" AN ARC LENGTH OF 65.13 FEET TO A POINT; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 378.95 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 0.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO ROBERT J. GORDON BY DEED RECORDED JANUARY 28, 1963 AS DOCUMENT NO. 336155, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°09'35" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF "J" STREET; THENCE SOUTH 0°00'49" EAST ALONG THE EAST LINE OF SAID "J" STREET A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 69, PAGE 85) TO A POINT; THENCE SOUTH 89°09'35" EAST A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 69, PAGE 85) TO THE TRUE POINT OF BEGINNING.

EXHIBIT "I"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

GRANT, BARGAIN AND SALE DEED

APN: _____
APN: _____

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION MAIL TO
AND SEND TAX BILLS TO:
_____
_____

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantor"), hereby grants, bargains and sells to JLC Nucleus, LLC, a Nevada limited liability company, ("Grantee"), all right, title, and interest in the real property ("Property") legally described in the Attachment attached hereto and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Disposition and Development Agreement ("Agreement") for the Property, entered into by and between Grantor and Grantee with an effective date _____, 2014. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform there under may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in the Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument not prohibited by the Agreement.

3. The absence from this deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this deed to the exclusion of said covenants, restrictions, and obligations.

4. The Property is conveyed subject only to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

EXHIBIT "I"

IN WITNESS THEREOF, Grantor and Grantee have caused this instrument to be executed as of _____, 201_.

GRANTOR:

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Attest: _____
Beverly K. Bridges, MMC City Clerk

Approved as to form:

_____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 201_, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC

EXHIBIT “I”

ATTACHMENT
TO
GRANT, BARGAIN, AND SALE DEED

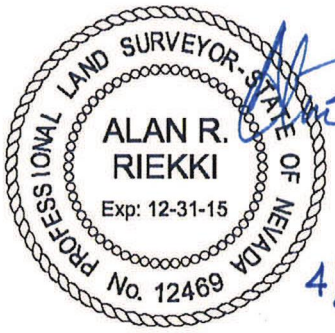
LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

Attachment

APN 139-21-806-001
APN 139-21-803-008

APRIL 22, 2014
BY: ARR
PR BY: MFK
M14004-01



4/23/14

LEGAL DESCRIPTION OF PROPERTY

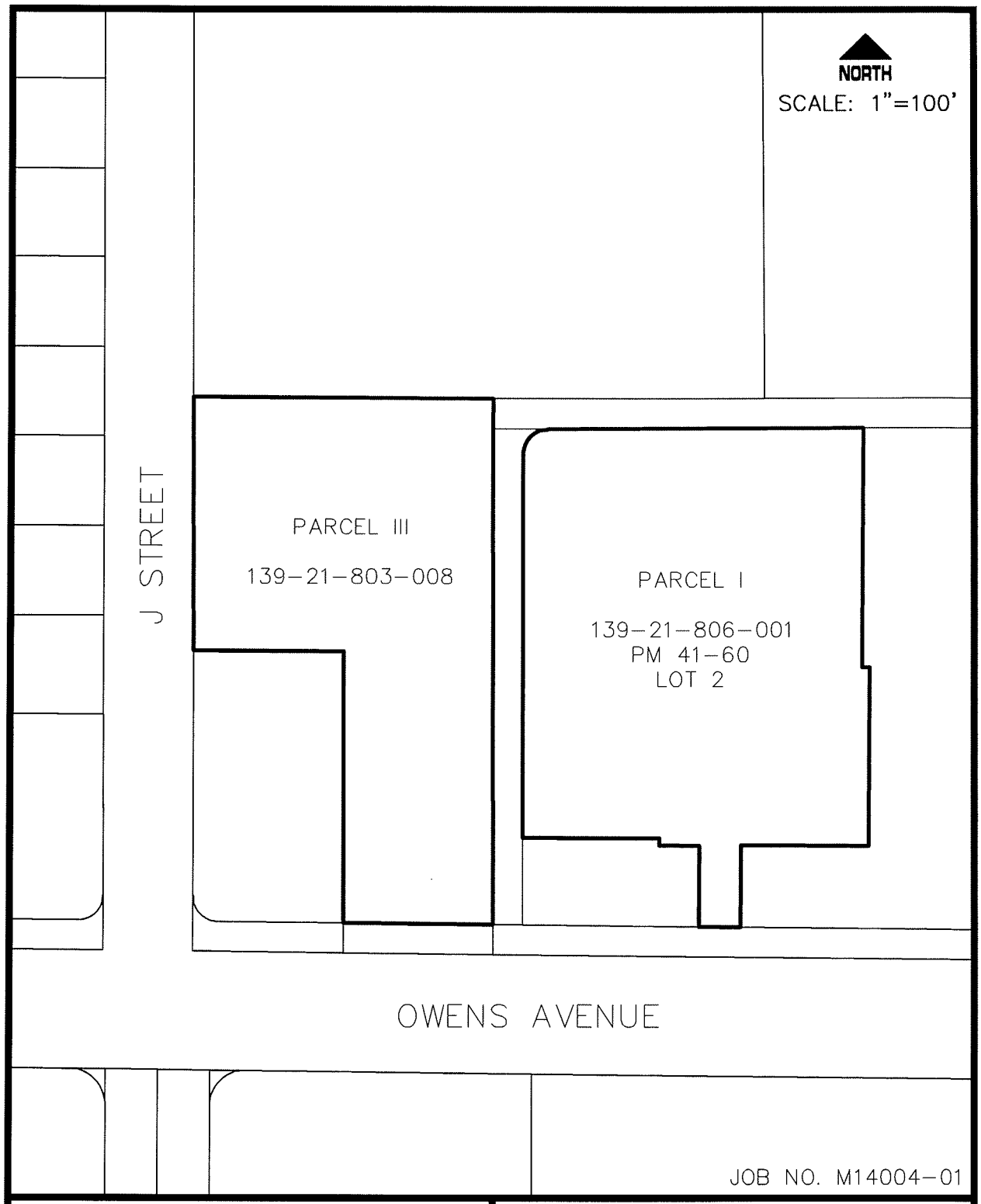
THOSE PORTIONS OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

PARCEL I
BEING LOT 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60.

PARCEL III
BEING THAT PARCEL OF LAND BOUNDED ON THE NORTH BY THE NORTH LINE OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION ON OCTOBER 20, 1994 BY DOCUMENT NO. 941020:00536; BOUNDED ON THE EAST BY THE WEST LINE OF THAT 20 FOOT WIDE ALLEY RUNNING GENERALLY NORTH / SOUTH AND IMEDIATELY ADJACENT TO THE WESTERLY BOUNDARY LINES OF PARCELS 2 AND 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60; BOUNDED ON THE SOUTH BY THE NORTH LINE OF WEST OWENS AVENUE; AND BOUNDED ON THE WEST BY EAST LINE OF J STREET;

EXCEPTING THEREFROM THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS ON JUNE 17, 2013 BY DOCUMENT NO. 20130617:0001065, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION



DEPARTMENT OF PUBLIC WORKS	NUCLEUS PLAZA
SURVEY SECTION	
DATE: 4/22/14 DRAWN BY: MFK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	

EXHIBIT "J"
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

APN:
APN:

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION, MAIL TO,
AND SEND TAX BILLS TO:
City of Las Vegas
Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED AND ASSIGNMENT OF LEASES

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JLC NUCLEUS, LLC, a Nevada limited liability company ("Grantor"), does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantee"), the real property in the City of Las Vegas, Nevada, described on the Exhibit "A" attached hereto and hereby incorporated by this reference and hereby assigns and conveys to Grantee all of Grantor's right, title and interest in those leases set forth on Exhibit "B" attached hereto.

DATED: _____.

JCL Nucleus, LLC, a Nevada limited liability company

By: _____
_____, Manager

STATE OF NEVADA
COUNTY OF CLARK

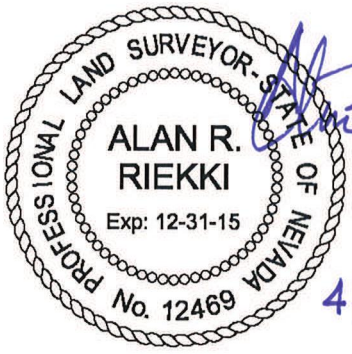
This instrument was acknowledged before me on _____, 201_, by _____ as manager.

_____
NOTARY PUBLIC

Exhibit A

APN 139-21-806-001
APN 139-21-803-008

APRIL 22, 2014
BY: ARR
PR BY: MFK
M14004-01



4/23/14

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

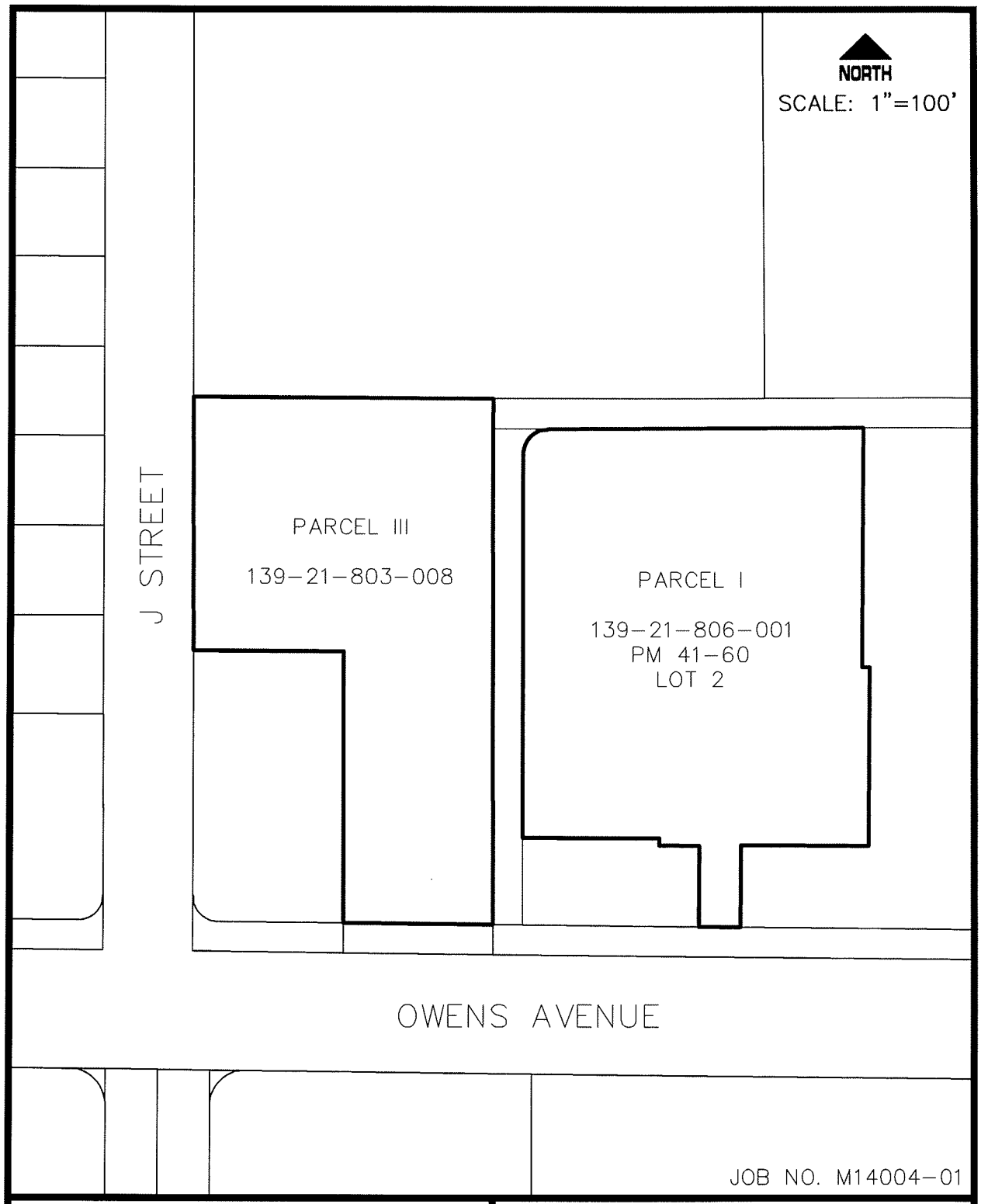
THOSE PORTIONS OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

PARCEL I
BEING LOT 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60.

PARCEL III
BEING THAT PARCEL OF LAND BOUNDED ON THE NORTH BY THE NORTH LINE OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION ON OCTOBER 20, 1994 BY DOCUMENT NO. 941020:00536; BOUNDED ON THE EAST BY THE WEST LINE OF THAT 20 FOOT WIDE ALLEY RUNNING GENERALLY NORTH / SOUTH AND IMEDIATELY ADJACENT TO THE WESTERLY BOUNDARY LINES OF PARCELS 2 AND 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA IN FILE 41 OF PARCEL MAPS, AT PAGE 60; BOUNDED ON THE SOUTH BY THE NORTH LINE OF WEST OWENS AVENUE; AND BOUNDED ON THE WEST BY EAST LINE OF J STREET;

EXCEPTING THEREFROM THAT PARCEL OF LAND CONVEYED TO THE CITY OF LAS VEGAS ON JUNE 17, 2013 BY DOCUMENT NO. 20130617:0001065, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION



DEPARTMENT OF PUBLIC WORKS	NUCLEUS PLAZA
SURVEY SECTION	
DATE: 4/22/14 DRAWN BY: MFK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	

Exhibit B

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 16th January, 2014, by and between CITY OF LAS VEGAS, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

W I T N E S S E T H:

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property:

30,840 usable square feet of office space, (the "Demised Premises") located at 1040 West Owens Avenue, Las Vegas, Nevada 89106. See **EXHIBIT "A" (consisting of four (4) pages)**, attached hereto and incorporated herein.

ONE. TERM OF LEASE.

1.1 Term of Lease. Subject to Section Thirty-Two below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, 30,840 usable square feet of office space located at 1040 West Owens Avenue, Las Vegas, Nevada 89106, effective upon

approval of the Nevada Board of Examiners, expected to be approved on May 13, 2014, commencing June 1, 2014, and terminating on May 31, 2019.

1.2 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting TENANT's funding or ability to satisfy its rental payment obligation TENANT agrees that during the term of this Lease it will in good faith include in its agency budget request, pursuant to NRS 353, authorization to receive and expend state and/or federal dollars sufficient to meet the TENANT's obligations under this lease. However, it is hereby specifically and expressly agreed by the Parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government limits, restricts, or impairs TENANT's funding or ability to satisfy its rental payment obligation. TENANT shall pay the rent for the month in which such occurrence and termination takes place and shall vacate the Demised Premises at the end of said month. TENANT shall have no other rental payment obligation to LESSOR thereafter under this Lease or for the Demised Premises. The LESSOR shall retain its other remedies which are provided in the

Lease but the LESSOR shall have no rights to collect any further rents from TENANT. Proof by TENANT of a diminution in funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting state or federal documents are furnished to LESSOR or if the Executive Director of TENANT provides his Affidavit that such funding or other limiting eventuality has occurred. It is expressly agreed that LESSOR shall not exercise this non-appropriation provision for its convenience or to circumvent the requirements of this LEASE.

TWO. COMPLIANCE WITH THE LAW. The LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Section 12101 through 12213 and 47 USC Sections 225) and underlying regulations and rules applicable to the Demised Premises. Nothing herein contained shall be construed to restrict the LESSOR from contesting the validity of any such regulations, rule, or ordinance, provided the LESSOR indemnifies the LESSEE to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

THREE. AUTHORITY. LESSOR and TENANT understand that per Nevada Revised Statues 331.110 the Administrator of the State Public Works Division is responsible for leasing and equipping office space for TENANT under this Lease. At no time shall LESSOR and TENANT or their agents enter into negotiations between themselves for lease terms, conditions or modifications (State Administrative Manual, 1020.0). Only LESSEE, if deemed in the best interest of the State by LESSEE, has the sole authority to select and utilize a real estate agent to represent the State in this lease, or to negotiate terms and conditions related to leased space.

FOUR. RENT. TENANT agrees to pay to the LESSOR as and for rental for said Demised Premises the sum of:

4.1 A monthly total of THIRTY THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 98/100 ($30,418.98), from June 1, 2014 through May 31, 2015; and

4.2 A monthly total of THIRTY THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 98/100 ($30,418.98), from June 1, 2015 through May 31, 2016; and

4.3 A monthly total of THIRTY ONE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 45/100 ($31,179.45), from June 1, 2016 through May 31, 2017; and

4.4 A monthly total of THIRTY ONE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 45/100 ($31,179.45), from June 1, 2017 through May 31, 2018; and

4.5 A monthly total of THIRTY ONE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND 94/100 ($31,958.94), from June 1, 2018 through May 31, 2019.

Rent shall be payable quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR at its address in Section Twenty-One below. In the event the Commencement Date of this Lease is not the first day of a calendar month, the rent shall be prorated on a per diem basis for the calendar month in which the Lease Term begins.

FIVE. PROPERTY TAXES AND OPERATING EXPENSES. It is understood and agreed between the Parties that the rent described in Section Four above shall compensate LESSOR for TENANT'S pro rata share of any and all operating expenses attributable to the building complex, the building, or the Demised Premises. There shall be no pass-through of property tax or any type of operating expense to TENANT or LESSEE.

SIX. UTILITIES AND SERVICES.

6.1 Utilities and Services Provided by LESSOR. LESSOR, at LESSOR'S sole cost and expense, shall provide the building,

common area and Demised Premises with the following utilities and services:

a) UTILITIES. Gas, water, sewer and electricity. Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes.

b) HVAC SYSTEM. A heating, ventilation and air conditioning ("HVAC") system, fully equipped and of sufficient capacity to provide a comfortable, professional office environment in the Demised Premises for TENANT'S staff and office equipment. Said HVAC system shall maintain temperatures within the Demised Premises at a maximum of not less than 68° Fahrenheit in the winter and not more than 78° Fahrenheit in the summer.

c) SERVICES. Unless specified to the contrary in Section 6.3 below, LESSOR shall provide and pay for the following:

i. Trash collection, to include recycling containers, if available;

ii. Pest control (interior and exterior);

iii. Elevator service, (if applicable);

iv. Provide and service fire extinguishers and any other fire protection/prevention devices as required by governmental regulations;

v. On-site security if necessary for the safety of TENANT'S employees and property;

vi. Snow and ice removal at all times when ice is present and when snow reaches a depth of two (2) inches. Snow and ice removal shall be from parking lots, walkways, all entry and exits and any exterior stairs of building(s) in which the Demised Premises is located and other adjacent buildings/structures regularly used by State agencies. LESSOR shall use its best efforts to have the snow and ice cleared, removed and treated prior to 8:00 a.m. Monday through Friday (except State Holidays) and if snow is on-going during the day, to continue to provide this service until 5:30 p.m.

vii. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.

6.2 Normal Business Hours and After Hour Usage of HVAC and Other Services. LESSOR shall, at LESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. ("Normal Business Hours"). To the extent within LESSOR'S control, all utilities and services shall be available to TENANT twenty-four (24) hours a day, seven (7) days a week, except as necessary for repair and maintenance. However, in the event LESSOR determines that TENANT'S usage other than during Normal Business Hours becomes excessive, LESSOR may impose a

reasonable hourly charge for TENANT'S usage of electricity, gas and water during those times, to be mutually agreed upon by LESSOR, LESSEE and TENANT.

6.3 Utilities and Services Provided and Paid by TENANT.

a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment, and pay Industrial Standard user fees for telephone/data services.

b) Janitorial Services. TENANT shall provide janitorial Services (including paper products) for the Demised Premises in accordance with **EXHIBIT "B" JANITORIAL REQUIREMENTS AND SPECIFICATIONS**, attached hereto and incorporated herein.

c) Utilities. TENANT shall pay for electricity, gas, water and sewer.

SEVEN. REPAIR AND MAINTENANCE. LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the building and the Demised Premises in good repair and condition during the Lease Term, including but not limited to: the Building structure, structural elements and systems; public and common areas of the building; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural

floor); window coverings; interior and exterior paint; exterior and interior lighting (including replacement of fixtures, ballasts and bulbs); interior ceilings (including ceiling tiles and t-bars); electrical; plumbing, pipes, fixtures and equipment (except those owned by TENANT); roofing; exterior and interior walls; windows; doors; stairs; corridors; restrooms; elevator maintenance (if applicable); sidewalk repairs; landscaping maintenance; parking lot repairs; and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of the LESSEE or TENANT. TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence. LESSEE and TENANT agree to maintain the Demised Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted. LESSEE and TENANT shall route requests for repairs and/or maintenance through the property management company or owner.

LESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, the building and common area facilities at reasonable times and without undue inconvenience to LESSEE or TENANT and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary

actions to protect TENANT'S property and personnel from loss, damage and injury and to avoid disrupting TENANT'S use and occupancy of the Demised Premises. Any substantial impairment of the use or enjoyment of the Demised Premises, the building or the parking lot that is of such extent or nature as to materially handicap, impede or impair TENANT'S use of the Demised Premises and therefore renders the Demised Premises unfit for use by TENANT in the ordinary conduct of its business shall cause the proportionate abatement and reduction in rent, by way of adjustment of rent payments, for such part of the Demised Premises as shall be rendered unusable by TENANT in the conduct of its business during the time such part is so unusable.

EIGHT. REDUCTION OF SERVICES. The rent and any other monies payable, if any, is based in part upon utilities, services, repairs and maintenance (hereinafter "Services") which LESSOR shall provide as described in Section Six and Section Seven, above. If Services to be provided by LESSOR are interrupted (except from circumstances beyond LESSOR'S control) and the interrupted Services substantially impair and/or materially handicap TENANT'S intended use or enjoyment of the Demised Premises, TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption

beginning with the date the interruption in Services began and ending when the Services are restored.

Notwithstanding the above, in the event Service is interrupted on heating, ventilation or air conditioning, and/or water, and/or sewer, and LESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from LESSEE or TENANT per Section Twenty-One, below, or in the event any other Service to be provided by LESSOR is interrupted, and LESSOR fails to correct or commence correction within five (5) days after receipt of written notice from LESSEE or TENANT per Section Twenty-One below, LESSEE may authorize TENANT to either: a)cause such repairs to be made by a licensed contractor and at TENANT'S discretion, either have LESSOR billed directly by contractor (if acceptable to contractor) or TENANT may submit a paid invoice to LESSOR for reimbursement; or b) TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in services began and ending when the services are restored.

LESSEE may also authorize TENANT to withhold the payment of rent and any other monies payable, if any, after giving LESSOR notices of two (2) failures to provide a particular Service within a twelve (12) month period until the problem with that Service has been adequately corrected. So as to provide LESSEE

and TENANT with reasonable assurance that such interruption shall not occur again during the Lease Term. Upon the third occurrence within a twelve (12) month period, of any failure to provide a particular Service, LESSEE may, at its sole option, seek the judicial remedy of specific performance.

In the event TENANT hires a contractor to perform repairs, LESSOR shall indemnify and hold the State, LESSEE and TENANT harmless for any liability, costs and expenses, including attorney fees that result from said repairs.

Any reimbursement due TENANT from LESSOR, shall be paid by LESSOR within thirty (30) days after receipt of invoices from TENANT. In the event LESSOR does not reimburse TENANT within thirty (30) days after receipt of invoices from TENANT, TENANT may deduct the amount due TENANT from the rental payment due LESSOR.

NINE. SMOKING AREA. Pursuant to NRS 202.2491, it is unlawful to smoke in public buildings. LESSOR shall furnish a designated location outdoors which may be used for smoking. No smoking shall be permitted at any entrance or exit to any public building and shall be far enough away from any public building entrance or exit so that no smoke will drift or travel into the building or be detected by any person entering or exiting a building. This location shall be safe and free from any

hazardous chemicals, materials or conditions. LESSOR shall also post signs prohibiting smoking at all entrances to a building.

TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by the LESSOR in accordance with Section Three herein. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Demised Premises or building. All alterations, additions or improvements in or to the Demised Premises at the commencement of or during the Lease Term shall become part of the Demised Premises and the sole property of LESSOR, who will be responsible for the servicing and maintenance of said alterations. All movable fixtures installed by LESSEE or TENANT shall be and remain their property and shall not become the property of LESSOR.

ELEVEN. PAYMENT OF TAXES AND INSURANCE. LESSOR, at his sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises at all times during the Term of this Lease.

LESSOR will pay all real property taxes or any other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

The TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars ($500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

TWELVE. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, the State/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to the TENANT's negligence arising out of or resulting from the use and occupancy of the Demised Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of the

TENANT, its subtenants, employees or agents. The State shall not be required to indemnify the LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused by the acts, negligence or omission of the LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

THIRTEEN. CHOICE OF LAW AND FORUM. The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

FOURTEEN. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each

party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

FIFTEEN. BREACH OR DEFAULT. In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by LESSEE or TENANT which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR's sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons

and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

SIXTEEN. ATTORNEY'S FEES. In case suit shall be brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed $125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

SEVENTEEN. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or any renewal thereof, this Lease shall become a month-to-month lease on the terms herein specified. The monthly rent for each month of the first three (3) months of the holdover period shall be in an amount equal to the monthly rental immediately preceding the Expiration Date. At the expiration of this three (3) month period and throughout the balance of the holdover period TENANT'S monthly rent shall increase by five percent (5%) over the monthly rent last paid by TENANT prior to the Expiration Date. Rent shall be due and payable monthly in advance on the first day of each month, and LESSEE and TENANT shall continue to be a month-to-month tenant until the tenancy is terminated by

any Party hereto by delivering written notice per Section Twenty-One, NOTICES, of Intent to Terminate at least thirty (30) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

EIGHTEEN. WAIVER. The failure of LESSOR, LESSEE or TENANT to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms or provisions, but the same shall remain in full force and effect.

NINETEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease for one (1) identical Lease term by giving written notice of intention to renew at least ninety (90) days prior to expiration of the Lease Term or any renewal period hereunder, except that the price per square foot shall be renegotiated. The exercise of the option shall, however, not be effective nor binding on the LESSEE or TENANT unless and until the same has been approved by the Nevada Board of Examiners.

TWENTY. REMEDIES. The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

TWENTY-ONE. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or jointly to both LESSEE and TENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

LESSOR

City of Las Vegas
Attn: Real Estate
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
Telephone: 702-229-1022
Fax: 702-464-2522

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
Telephone: (775) 684-1815
Fax: (775) 684-1817

TENANT

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Telephone: 775-684-0652
Fax: 775-684-0656

TWENTY-TWO. SEVERABILITY. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be

invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

TWENTY-THREE. AMENDMENT OR MODIFICATION. This Lease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada Board of Examiners.

TWENTY-FOUR. TENANT IMPROVEMENTS. LESSOR AT LESSOR's sole cost and expense shall provide the tenant improvements detailed below and shown on **EXHIBIT "A" (consisting of four (4) pages)** attached hereto and incorporated herein. Said tenant improvement exhibits shall be initialed on all pages to show approval by LESSOR and TENANT. All tenant improvements shall be deemed acceptable upon receipt of all pertinent governmental approvals and inspection and receipt of written approval from TENANT with copy to LESSEE.

24.1 LESSOR shall replace non-working cipher locks. As other locks fail, LESSOR shall repair or replace as deemed necessary.

24.2 LESSOR shall install new intercom/speakers shown on **EXHIBIT "A" (consisting of four (4) pages)** attached hereto and incorporated herein.

TWENTY-FIVE. TENANT IMPROVEMENT CHANGE-ORDERS. TENANT agrees to pay for the additional costs arising from upgrades and or changes made at TENANT'S request, to the approved TENANT Improvements detailed above in Section Twenty-Four, TENANT IMPROVEMENTS, and in **EXHIBIT "A" (consisting of four (4) pages).** Any upgrades and or changes must be made by requisition to the LESSEE who will arrange for such upgrades or changes with LESSOR. TENANT hereby agrees to reimburse LESSOR for such approved costs within thirty (30) days after: a) inspection and approval of the Improvement by TENANT; and b) receipt and approval by LESSEE and TENANT of an invoice from LESSOR detailing costs for the agreed upon upgrades and/or changes.

TWENTY-SIX. PARKING. During the term of the Lease, at no cost to TENANT, LESSOR shall provide the following parking spaces for TENANT'S use as follows: A) approximately one-hundred parking spaces available to TENANT and TENANT EMPLOYEES on the paved parking lot on the north end of Assessor's parcel 139-21-806-001 and the paved parking lot on Assessor's parcel 139-21-803-008; and B) Approximately thirty (30) parking spaces for TENANT'S invitees, visitors or others having business with TENANT, on the south side of Assessor's parcel 139-21-806-001 at

the front of the Premises. LESSOR is not required to enforce the use of the parking lot spaces.

TWENTY-SEVEN. SIGNAGE. LESSOR shall provide lobby directory signage and suite identification signage, wherein all costs associated with the construction installation of such signage shall be at LESSOR's sole cost and expense.

TWENTY-EIGHT. PRIOR TERMINATION. This Lease may be terminated prior to the terms set forth herein above if for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

TWENTY-NINE. ASSIGNMENT OR SUBLEASE. Upon prior written notice to and the prior approval in writing of LESSOR, this Lease may be assigned or subleased to any individual or entity, for which assignment or sublease LESSOR will not unreasonably withhold consent; it being understood by the Parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

THIRTY. SUCCESSORS. Except as otherwise specifically provided, the terms, covenants, and conditions contained in this

Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Lease.

THIRTY-ONE. CAPTION AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe to scope or intent of any section or paragraph.

THIRTY-TWO. PRIOR APPROVAL OF THE NEVADA BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the Nevada Board of Examiners and is not binding upon the Parties hereto or effective until such approval.

THIRTY-THREE. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR

CITY OF LAS VEGAS

By _____
Carloyn G. Goodman, Mayor

Date March 5, 2014

By Carolyn G. Goodman, Mayor

Printed Name

Title

Approved as to form
John S. Ridilla 2/18/14
John S. Ridilla Date
Deputy City Attorney

Date

Attest:
By _____

Printed Name By: Beverly K. Bridges, MMC
Title City Clerk

Date 3/10/2014

Reviewed as to form and compliance with law only:
CATHERINE CORTEZ MASTO
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

Approved by:
BOARD OF EXAMINERS

By _____
Jeff Mohlenkamp, Clerk

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Gustavo "Gus" Nuñez, P.E.
Administrator

Date _____

TENANT

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By _____
Michael J. Willden
Director

Date _____

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

By _____
Michael McMahon
Administrator

Date _____

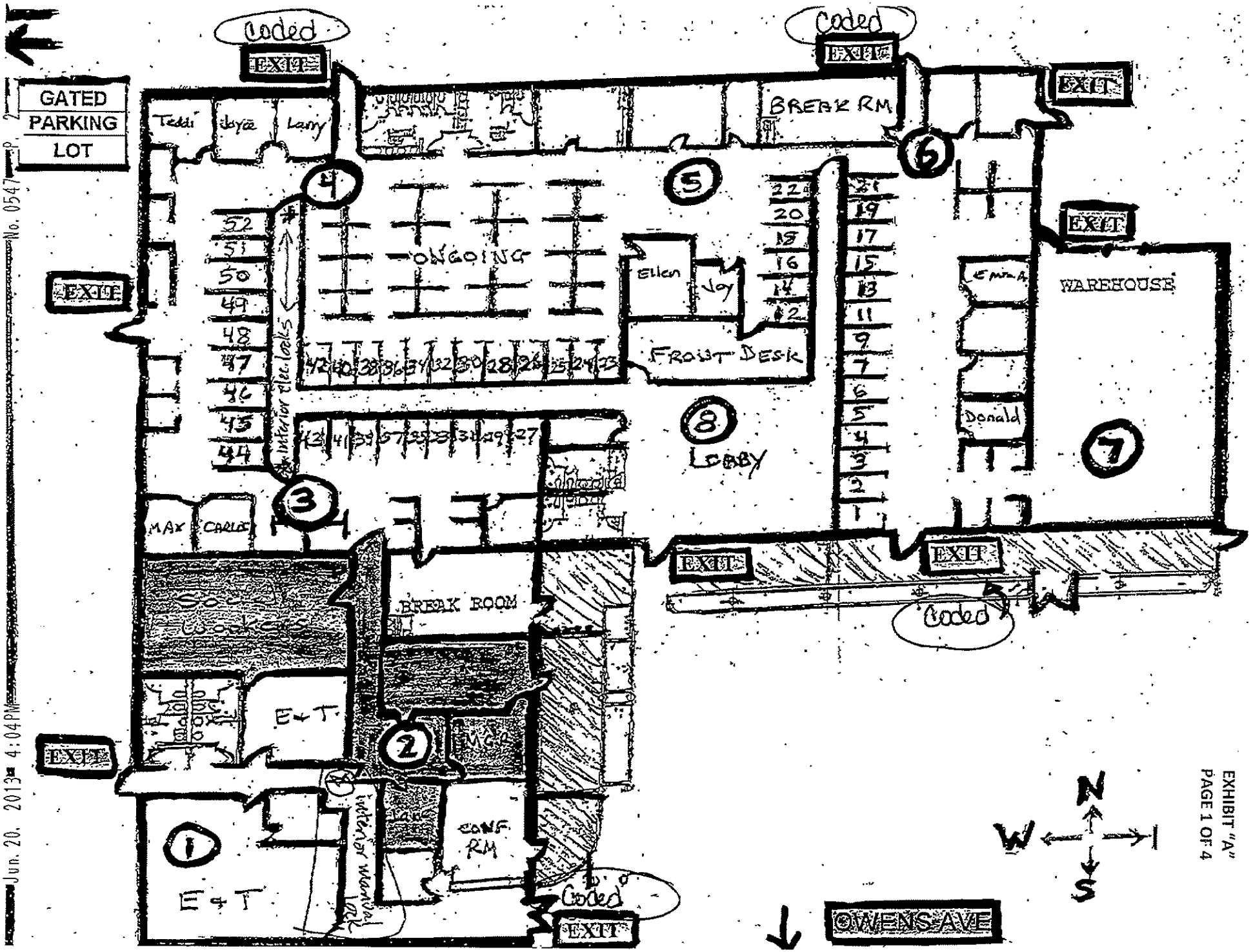

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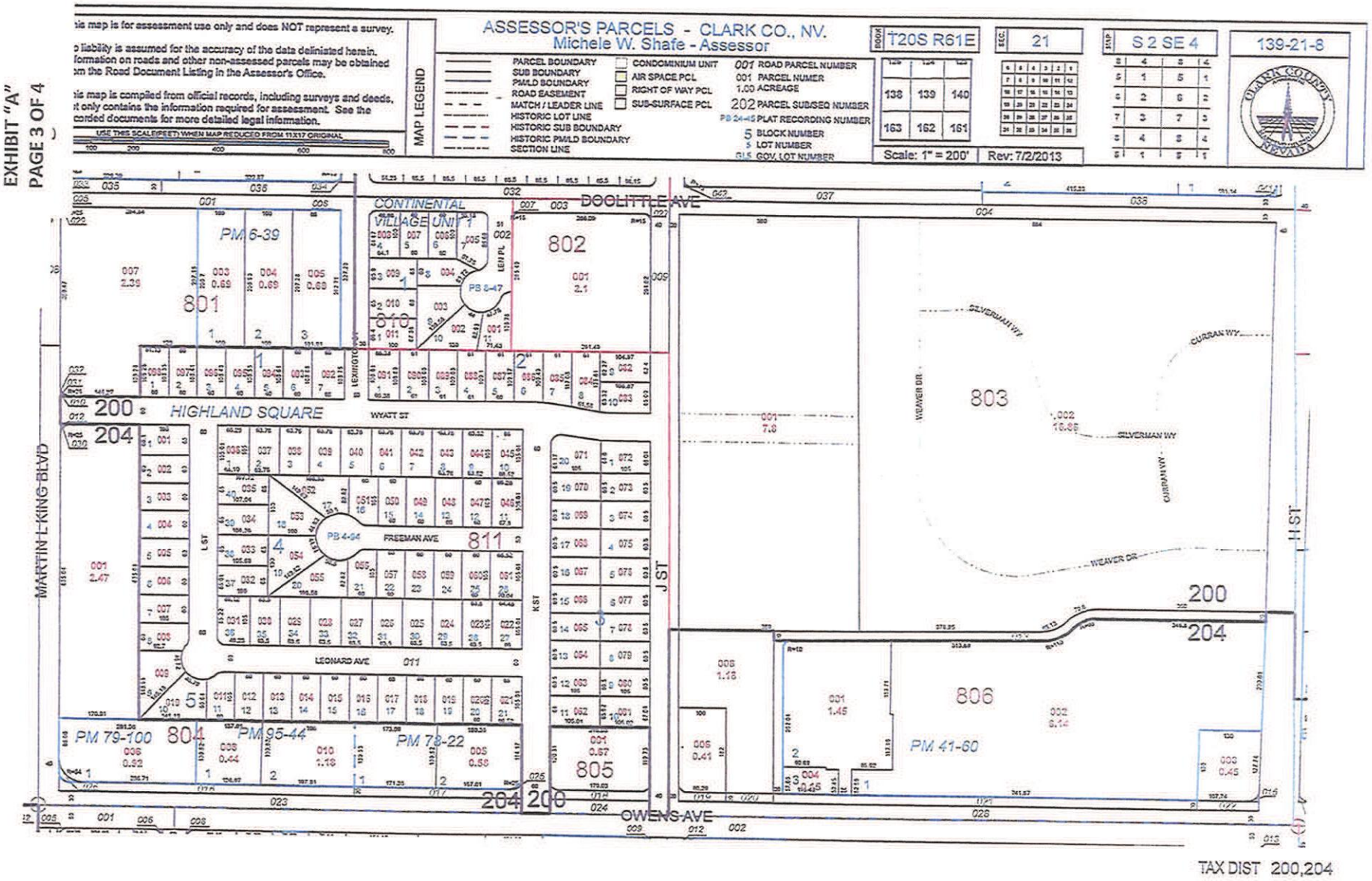
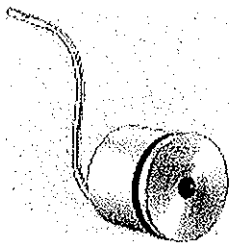
EXHIBIT "A"
PAGE 2 OF 4

EXHIBIT "A"
PAGE 3 OF 4



norcon communications



Products > TTU-1 Intercom (specify AC or Battery model)

Request information about the TTU-1

Overview

Today's security and isolation booths are often the best step you can take to protect your employees. But do they protect or help maintain your very important good will? Not if clerks and customers have to shout and growl and repeat themselves to be heard or understood.

How it Works

Norcon's patented TTU-1 Talk-Thru Communicator provides hands-free communication between people separated by security or isolation barriers. It is the most widely used barrier intercom system of its type in the world.

The TTU-1 provides clear communication even in environments with high ambient noise through the use of compression circuitry which helps to reduce loud, annoying sounds.

Unwanted background noise is minimized through the use of automatic volume attenuation circuitry. If the gooseneck microphone is not used for 30 seconds, the outside channel volume will be reduced approximately 70%. Normal operation is restored as soon as the attendant speaks into the gooseneck microphone.

Features

- Clear, 2-way hands-free voice communication
- Rugged, tamper-resistant materials
- Simple, one-person installation
- ~~Headset jack permits telephone style headset or wireless microphone~~
- Units available for ADA applications
- ~~Optional battery-powered version (with rechargeable nickel cadmium battery)~~
- ~~Optional bullet-resistance (shield rated up to .357 Magnum service loads; higher level bullet resistant shields available)~~
- Optional removable gooseneck microphone
- ~~Export models available with 220VAC~~
- One year warranty on base unit (optional two years extended warranty available)

Installation

Installation of the TTU-1 is a simple, one-person operation. All that's needed is a 3-4 inch cutout in the barrier. Four fasteners and two rubber gaskets for mounting are supplied with the unit.

MECHANICAL SPECIFICATIONS

- Outside face plate: Solid aluminum, anodized finish, tamper-resistant
- Control housing (inside): Machined aluminum, anodized finish, tamper resistant
- Size: Outside face plate 5 in. dia. x 1/2 in. D. Inside control housing 5 in. dia. x 3 1/2 in. D (for TTU-1D); 2 1/2 in. D (for TTU-1A) Microphone and gooseneck 18 in.
- Weight: 5 lb.
- Mounting: Partition hole 3 to 4 in. dia. (3 1/2 in. recommended) Specify barrier thickness when ordering
- Panel controls: Listen volume, talk volume, on-

EXHIBIT "B"
JANITORIAL REQUIREMENTS AND SPECIFICATIONS
Five day Cleaning

1. GENERAL TERMS AND CONDITIONS

1.1. Requirement of Janitorial vendor: Janitorial vendor must be insured and licensed to do business in the State of Nevada.

1.2. Use of State Equipment and/or State Employee's Personal Property: The Janitorial vendor and his/her employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.

1.3. Use of State Telephones: The use of telephones in any building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm ins and outs. If an employee of the Janitorial vendor uses a phone to make any personal calls the Janitorial vendor will be financially responsible and the employee may be prohibited from entering the Premises.

2. SECURITY REQUIREMENTS:

2.1. Authorized Personnel: Janitorial vendor's employees or agents are expected to be fully trained, competent individuals. Janitorial vendor or Janitorial vendor's employees or agents are strictly prohibited from bringing children, friends, relatives, or any other person into the Premises who is not an authorized employee of Janitorial vendor assigned to work in the Premises.

2.2. Background Check: All employees or agents or Janitorial vendor that will be working in the Demised Premises are required to have a local law enforcement background check completed. Prior to entering the Demised Premises to work, all Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.

2.3. List of Janitorial vendor's Employees: Janitorial vendor shall furnish the Lessor / Property Manager with a list of all proposed employees. Janitorial vendor shall ensure that all background checks shall have been made and the results submitted to the Lessor /Property Manager at least seven (7) days prior to an employee starting work in the buildings.

2.4. Change in Janitorial vendor's Employees: In the event it is necessary for Janitorial vendor to replace or substitute an employee, either on a temporary or permanent basis, Janitorial vendor shall notify the Property Manager prior to the change and shall also insure that the required background checks have been completed and the results provided to the Lessor/Property Manager. Janitorial vendor employees must obtain and wear an Identification Card with the Janitorial vendor's name, and the employee's name and picture.

2.5. All Exterior Doors: During the hours of 6:00 p.m. to 6:00 a.m., all exterior doors are to be kept locked at all times and Janitorial vendor's employees are strictly prohibited from opening exterior doors for anyone. It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key. An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract. The only exception to this rule would be if the threshold on an exterior door way is being cleaned and Janitorial vendor's employees remain present until the exterior door is closed and locked. The Janitorial vendor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.

2.6. All Interior Doors: During the hours of 6:00 p.m. to 6:00 a.m. all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area. An area is not to be left unsecured at any time. The Janitorial vendor's supervisor will be responsible for ensuring all interior doors have been secured when work is completed.

2.7. Building Keys, Alarm Code and Proximity Card Care: The Janitorial vendor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished to Janitorial vendor. The Janitorial vendor shall notify the Lessor/ Property Manager in writing when any of Janitorial vendor's employees resigns is terminated or is moved to another facility. Should the key(s) or proximity cards allotted to Janitorial vendor become lost or stolen, or if the corresponding locks have to be re-keyed, the Property Manager may reissue keys, proximity cards, locks and alarm codes at Janitorial vendor's expense.

3. PROJECT SPECIFICATIONS:

3.1. Hours of Service: All normal, routine service, inspection work and cleaning of building is to be completed **five (5)** days per week, **Sunday through Thursday, between the hours of 6:00 p.m. to 6:00 a.m., except for emergency call back services.**

3.2 Required Notice to Tenant for Special Projects: The Property Manager shall notify Tenant in writing, three (3) business days prior to any quarterly, semi-annual or annual project being started. This includes floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

4. DAILY CLEANING SPECIFICATIONS:

GENERAL OFFICE AND PUBLIC AREAS: *NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Vendor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces that are not cleaned-off shall not be cleaned.

A. OFFICES AND PUBLIC AREAS:

4.1. Trash from Wastebaskets/Trash Receptacles and other waste material labeled as trash must be removed from the building. All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the large green dumpsters provided. Recycle paper in white boxes/bins throughout the building are to be put into the white recycle dumpsters, where available, on the complex. Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket. Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.

4.2. Thoroughly Vacuum all Exposed Carpeted Areas: This will include all offices, public areas, and traffic areas including all corridors and path ways within office areas. All throw rugs are to be vacuumed nightly also. The only vacuum that will be acceptable in any State building will be a vacuum equipped with a HEPA filtration system that meets all State and Federal legal requirements. All vacuums must have a minimum of a 12 Amp motor and be equipped with a brush with a minimum rpm of 1,000 to 1,200 for effective cleaning. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them and all equipment will be subject to inspection and approval by the Lessor/Property Manager prior to contract award.

4.3. All Carpet Areas are to be Spot Cleaned Daily: During normal service hours, Vendor shall use its best efforts to remove stains from carpets, throw rugs and other flooring material. The following process will take place anytime a carpet gets a stain of any type. The affected area will be vacuumed and a spot cleaner applied to remove the stain. *If this does not eliminate the stain the Vendor shall notify the Lessor/Property Manager the very next business day Monday through Friday 7:00 a.m. to 5:00* p.m.

4.4. Carpet Care/Staple/Paper Clip Removal: All carpet areas must have any/all staples and/or paper clip

removed on daily basis. At no time is there to be an accumulation of staples in any carpet area. All gum and other foreign matters that are in the carpet will also be removed on a daily basis. *If a foreign substance will not come out, the Lessor/Property Manager is to be notified immediately the next business day, Monday through Friday 7:00 a.m. through 5:00 p.m.*

4.5. Daily Dusting: It being understood that the following requirements cannot be completed daily throughout the entire building, however, Vendor shall schedule daily work so that the requirements of this Section are completed through-out the entire building each week Dust and remove finger prints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, window sills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are on the surface.

The only exception will be if a desk or table has a note asking that the surface not be cleaned. A complete cleaning and polishing of these surfaces will be done any time the surface is clear of all objects. Walls and doors are to be kept clean and free from spots and hand prints. The kick plates at the bottom of any door also will be cleaned daily. *NOTE! It is to be understood that custodians are never to wedge a door open in the jamb/hinge area.* The Vendor will be responsible for the cost for repairing the damaged doors due to this practice. All doorways and/or entrances will be manually swept thoroughly every day.

4.6. Hard Floor Care: Dust mop and spot damp mop with cool, clean, water all tile, ceramic, stone, resilient, linoleum or other compound tile floor daily. Upon completion of daily routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. Brick floors will be swept and spot mopped. Hardwood floors will be dust mopped with an untreated mop head only.

4.7. Clean, Sanitize and Polish Drinking Fountains: Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks. Drinking fountains are to be polished with a stainless steel polish.

4.8. Customer Service Counters: Clean all customer service counters daily with a damp cloth or sponge using a disinfectant. After washing the counters they are to be dried to insure that the counters are not sticky or streaked from the cleaner used.

4.9. Clean Entryways and Glass in Entryway Doors: Entry glass is to be cleaned inside and outside daily utilizing a chemical to minimize fingerprints. Entry doors are to be considered all doors that lead in or out of a building and the windows that in compass the entry, whether it be just one or a hall way that is considered the entry corridor this is to height of not to exceed twelve feet.

4.10. Cigarette Ash-trays and Sand Urns in Smoking Areas: All cigarette butts, matches, bits of paper etc. are to be removed daily and sand added as needed to maintain a full level. On the last day of each month Vendor shall dispose of the old sand and refill the container with new sand. The sand will be provided by the Vendor.

4.11. Copy Room Care: All copy rooms are to be vacuumed thoroughly and/or the resilient tile floors are to be dust mopped then spot damp mopped nightly, leaving no streaks. This includes around and under the copy/shredding machine.

4.12. Rubberized Mat/Carpets Care: Lessor/ Property Manager are to provide rubberized/carpet mats at entry ways. Vendor is to vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the next business day.

4.13. Interior Stairwells: All stairwells are to be dust mopped or swept nightly and the hand rails are to be wiped with a neutral cleaner nightly. If a spill of any kind is found in a stairwell it is to be cleaned up immediately. All trash

and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

4.14. Vending Room/Area and Machines: All vending machines throughout the buildings are to be kept clean on the exterior of the machine. The surfaces of the machines will be cleaned with a disinfectant. The surfaces should never show streaks or smudges. The tops of all machines are to be dusted nightly and are to never have any trash, paper and/or dust left visible on them

4.15. Elevators: Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all marks, finger prints, etc. The surfaces should never show streaks or smudges. The elevator door tracks must be kept clean and free of debris.

B. RESTROOMS, LOCKER ROOMS AND SHOWER ROOMS: Cleaning of all restrooms, locker rooms and shower rooms are a high priority and are to be cleaned and serviced on a daily basis. All fixtures, floors, walls and stall dividers are to be "cleaned" with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly. Stock piling of refill supplies in the areas of these dispensers is not permitted. *The term "CLEAN" as defined here will be construed to mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixture within these restrooms, locker rooms and shower rooms.*

4.16. Soap Dispenser Care: Refill soap dispensers to maximum capacity every night. The chrome is to be polished and is to be streak free. Broken soap dispensers are to be reported to the Lessor/Property Manager or replaced the very next business day.

4.17. Trash Receptacle/Waste-Can Care: Empty trash containers, polish stainless steel, wipe out inside and replace the liner nightly. The containers are never to be streaky or smudged.

4.18. Mirror and Glass Care: Wash all mirror surfaces with glass cleaner. At no time are mirrors to be left streaky or with smudges on them. The stainless around the mirror will be dusted nightly and polished where applicable.

4.19. Ceramic Tile Walls and all Partition Care: All partitions and ceramic tile walls are to be wiped down nightly with a disinfectant and left with a steak free appearance.

4.20. Clean, Polish and Sanitize Toilets: All porcelain and toilet seats are to be cleaned with a disinfectant, thoroughly and streak free.

4.21. Clean, Polish and Sanitize Urinals: All porcelain is to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom side. All stainless steel, where applicable, is to be polished. Urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly, by the vendor's staff, cleaned under and then replaced. *NOTE! The drain pads are to be replaced on the first of every month. Pads must be dated on the down side with a permanent ink pen when they are placed.*

4.22. Toilet Paper Dispenser Cleaning/Re-Filling: All toilet paper dispensers are to be checked and refilled daily. If at the end of the day, a roll of toilet paper is 1/3 one third or less it is to be replaced and the partial roll left next to the dispenser. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *Note! The only paper that will be considered acceptable will be a quality white 2-ply.*

4.23. Paper Towel Dispenser Cleaning/Re-Filling: Paper towel dispensers are to be checked and refilled to maximum nightly. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *The only paper that will be considered acceptable will be a, single, bi-fold and/or multi-fold, paper towel, that is compatible with the dispenser. The paper product must contain no dyes in the paper.*

4.24. Sanitary Napkin Depositories, Cleaning and Lining/Bagging: In the ladies rest rooms all sanitary napkin depositories are to be checked and emptied nightly. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free. If bags are used, they are to be replaced. *Note! The only bag that will be acceptable will be a quality brown wax paper coated bag.*

NOTE! Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be randomly done during inspections and improperly cleaned toilets and urinals can cause a failure of the inspection.

4.25 Graffiti Removal on all Surfaces: Remove all graffiti from all surfaces. Vendor may consult with any specialist and/or the Lessor/Property Manager in completing the removal of graffiti. The Vendor must notify the Lessor/Property Manager, in writing, of any unsightly mark or graffiti that cannot be cleaned off the wall, partition and mirrors, with in twenty-four (24) hours of finding the problem.

4.26 Floor drains: Floor drains are to be flushed with an approved disinfectant type solution.

C. EMPLOYEES LOUNGE AND BREAK ROOM:

FOOD AREAS: Cleaning of all lunchrooms (excluding appliances, dishes, and utensils) and break-rooms are a high priority and are to be cleaned with approved cleaners and disinfectants that will not harm finishes. All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.

5. WEEKLY PROCEDURES:

A. OFFICES AND PUBLIC AREAS:

5.1 Weekly Vacuuming: In addition to the daily specifications above, one time per week, all carpet edges, accessible carpet beneath furniture and carpet beneath light, movable furniture shall be thoroughly vacuumed. The 'carpet edge' is defined as the area from the cove to one and a half inches away from the wall. This will be accomplished with a vacuum with a hose attachment or a back-pack vacuum. It is to be understood that the only area that the back pack vacuum will be considered permissible in any State building will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.

5.2 Weekly Cleaning: Spot clean to remove all spots and marks from walls, around light switches, door knobs, and door jambs. All HVAC supply and return air vents are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look. All surrounding areas of all wall and ceiling vents will be cleaned of any/all dust and/or residual discoloration. Janitorial sinks are to be cleaned with a disinfectant solution inside and outside. All floor drains are to be flushed out with a disinfectant solution. All stairwells in the building are to be dust mopped then wet mopped. The stairs are to be left clean with no film or streaky finish from the cleaning solution.

5.3 Weekly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.

Step 1. All floors shall be dust mopped.

Step 2. Damp mop using cool, clean, water with a neutral cleaner.

Step 3. Spray buff using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.

Step 4. Dust mop again to pick up any particles left from burnishing. Upon completion of weekly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and

linoleum will present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

5.4. Floors will be maintained: in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

- **Sealed concrete**: Dust mop and wet mop until no streaks are visible
- **Hardwood Floors**: Shall be vacuumed using a hard floor attachment to remove dirt and debris from cracks. Then shall be damp mopped, not wet mopped using 2 ounces per gallon of Pacific Cleaner.
- **Polished marble or Granite**: Mop with neutral ph cleaner specifically for stone and buff with white pad.
- **Terrazo**: Mop using water based terrazzo cleaner.
- **Brick and Tile**: Auto scrub using a nylon grit brush.

6. MONTHLY CLEANING SPECIFICATIONS:

6.1. Monthly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.
Step 1. All floors shall be dust mopped.
Step 2. Damp mop using cool, clean, water with a neutral cleaner.
Step 3. Deep scrub floor using a floor machine and blue pad to remove soil, scuffs and black marks.
Step 4. (a) Re-coat VCT and linoleum floors with two coats of non-slip wax.

6.2 Burnish all floors: using a high-speed floor machine to achieve a wet- look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add an additional coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present

Upon completion of the monthly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

6.3 Monthly Hard Floor care for Tile floors (ceramic, Terra cotta, slate etc.): if already treated, re-coat with appropriate finish acceptable to the Lessor/Property Manager.

6.4 Doors: Wood, Metal, Glass and/or Plastic Care: All interior and exterior doors shall be cleaned. The doors are not to show any residual streaks or marks. All thresholds and door trim is to be cleaned as well. There is to be no build-up of wax, or dirt on the thresholds at any time.

7. QUARTERLY PROCEDURES:

7.1. Upholstered Surface Care: Vacuum with a HEPA vacuum all upholstered surfaces including but not limited to, modular furniture with cloth walls, chairs, couches, benches, ottoman, etc.

7.2. Quarterly Hard Floor Care: Vinyl Composition Tile (VCT), Linoleum.
Step 1. Strip floors of old wax and floor finish by going over the floor completely several times using a floor machine equipped with a stripping pad.
Step 2. Apply two coats of sealer to all VCT and Linoleum floors allowing each coat to dry before applying the

next coat of sealer.

Step 3. (a) Re-coat Tile (lobby floors) with appropriate floor finish acceptable to the Lessor/Property Manager.
(b) Re-coat VCT and linoleum floors with three coats of non-slip wax.

Step 4. Burnish using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present. Upon completion of the quarterly work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

8. SEMI-ANNUAL PROCEDURES:

8.1. Windows: All interior and exterior windows of the building shall be cleaned twice (2) times per year. The cleaning shall be scheduled in the Fall and Spring. Clean windows will be defined as follows. There are to be no; streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service. Any ground level windows or glass less than twelve (12') feet in height may be cleaned by the Janitorial contractor. Any windows or glass higher than twelve (12) feet above ground level will require a licensed Window Cleaning sub-contractor.

8.2. Carpet Cleaning: All carpet shall be cleaned two (2) times annually. Cleaning must be scheduled and approved in writing by the Lessor/Property Manager prior to work being done. Work will be inspected and approved after completion. All carpet areas are first to be vacuumed with a HEPA vacuum thoroughly and then steam cleaned. Carpets will be cleaned using a licensed and bonded carpet cleaning company. The only cleaning method that will be acceptable will be by a truck mounted system, utilizing STEAM/ HOT/WATER EXTRACTION. Any other system or method must have prior approval of the Lessor/Property Manager. Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils, and petroleum-soluble soils. All carpet will be uniform in appearance when dry and vacuumed.

Shampoo all carpeting throughout the building including corridors, lobby area entrances, meeting rooms and offices. Work will commence no later than 30 days after the scheduling and coordination through the Lessor/Property Manager representative using an approved carpet cleaning vendor .

8.3. Carpet Cleaning: Base Cove and Wainscot Care. Wipe down/clean all base-cove wainscot throughout the building. The cleaner used should leave a desirable luster. Vendor to consult with the Lessor/Property Manager on the proper cleaner to use.

8.4. Light Fixtures and Diffusers: Clean all light fixtures and diffusers inside and outside throughout the building.

9. ANNUAL PROCEDURES:

9.1. Window Blinds. All window blinds will be cleaned using a HEPA vacuum with a blind cleaning attachment. All blinds will be cleaned annually; Lessor/Property Manager is to be notified upon completion.

OFFICE LICENSE USE AGREEMENT

THIS OFFICE LICENSE USE AGREEMENT ("Agreement") is entered into this 6TH day of October, 2010 by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the National Association for the Advancement of Colored People, a New York non-profit corporation ("NAACP"). City and NAACP are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City desires to license the NAACP certain real property as described herein for the NAACP's use to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate racial hatred and racial discrimination under the terms, conditions, and covenants hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

1. PREMISES

In consideration of the rents, covenants and agreements contained herein, the City licenses to NAACP, and NAACP licenses from the City certain commercial space comprising of approximately 1,280 square feet located at 1052 West Owens Avenue and approximately 1,600 square feet located at 1048 West Owens Ave (collectively "Premises") located in the City of Las Vegas, County of Clark, State of Nevada in Nucleus Plaza Shopping Center ("Shopping Center"), detailed on Exhibit "A" attached hereto and incorporated herein by this reference.

2. TERM

2.1. Commencement Date. The Commencement Date for this Lease Agreement shall be the 1ST day of October, 2010.

2.2 Length of Term. The Term of this License shall be for two (2) years beginning on the Commencement Date. Upon request by the NAACP and upon subsequent approval of the Las Vegas City Council, this Agreement may be renewed for three (3) additional options of two (2) years each. This Agreement may be terminated with or without cause by either Party providing the other Party (ninety) 90-day advance written notice of its intent to terminate this Agreement. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the 90 day notification period ends. By way of example, if notification is provided on the 5th day of July, the Agreement terminates on October 31st of that same year.

3. RENT

3.1 NAACP agrees to pay to the City's, without prior demand therefore and without any deduction or set off whatsoever, except as provided herein, a License Fee of Five Hundred Dollars and No Cents ($500.00) per month through the Term of the License.

4. CHANGE TO THE SHOPPING CENTER

The City hereby reserves the right at any time to make changes, alterations or additions, including the building and leasing of additional commercial space, in or on the building in which the Premises are contained, anywhere in the Shopping Center. The City may, but is not obligated, to provide written notice of any changes, alterations or additions, to the NAACP 30 days prior to any such changes, alternations or additions.

5. USE

NAACP shall use the Premises solely for the purpose of conducting its business, which is to ensure the political, education, social, and economic equality of rights of all persons and related services. NAACP shall not use or permit the Premises to be used for any other purpose or purposes without prior written consent of the City.

6. CONTINUOUS OPERATION

NAACP covenants to operate its business at the Premises continuously during the entire term of this Lease. NAACP shall keep on the Premises at all times sufficient personnel to service the usual and ordinary demands and requirements of its customers. NAACP shall conduct its business on the Premises during the regular customary days and hours of such type of business in the city or trade area in which the Shopping Center is located, and may conduct such business on any other days or times it deems appropriate.

7. LAWS, WASTER, NUISANCE

NAACP covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; (b) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (c) shall not suffer, permit or commit any waste.

8. SIGNS, AWNINGS, AND CANOPIES

8.1. NAACP shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Premises, or elsewhere in the Shopping Center, any sign, awning, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door of the Premises without first obtaining the City's written approval. NAACP further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising material, or other things as may be approved in good condition and repair at all times. The City may, at NAACP's cost, remove any item erected in violation of this Section.

8.2. Uniform Signs. The City shall have the right to compel NAACP to purchase or lease, a facia sign for the front of NAACP's premises. Said sign shall be consistent with other signs in the Shopping Center. The City shall have the sole right to designate the style of said sign, materials for construction of said sign and the style and manner of lettering and lighting of said sign.

9. MAINTENANCE

The City agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness, negligence or other fault on the part of NAACP, or any of its or their invites. NAACP agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. The City agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to NAACP. NAACP agrees to the day-to-day maintenance including janitorial services at NAACP's expense.

10. ALTERATIONS

10.1. NAACP Alterations and Improvement. NAACP shall not make or cause to be made any alterations, additions or improvements or install interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any changes to the store front, without first obtaining the City's written approval. NAACP shall present to the City plans and specifications for such work at the time approval is sought. In the event the City consents to the making of any alterations, additions, or improvements to the Premises by NAACP, the same shall be made by NAACP at NAACP's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with the laws or ordinances relating thereto. In performing the work or any such alterations, additions or changes, NAACP shall have the same performed in such a manner as not to obstruct access to any portion of the Shopping Center. Any alterations, additions, or improvements to or of the Premises, including, but not limited to, wall covering, paneling, but excepting built-in cabinet work movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises unless the City otherwise elects at the end of the term hereof.

11. MECHANIC'S LIEN

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of NAACP's acts or omissions or because of a claim against NAACP, NAACP shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by City.

12. UTILITIES

The City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center unless occasioned by the City's acts or omissions. NAACP agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by NAACP shall require additional utility facilities, the same shall be installed at NAACP's expense in accordance with plans and specifications to be approved in writing by the City, NAACP shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services. Should the City elect to supply any utility services, NAACP agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility furnishing the same.

13. COMMON AREAS

13. 1. Revocable License. All common areas in the Shopping Center which NAACP may be permitted to use and occupy are to be used and occupied under a revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, the City shall not be subject to any liability nor shall NAACP be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction. All common areas and other facilities in or about the Shopping Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by NAACPs, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas of facilities to discourage non-customer parking. The City shall operate and maintain the common areas in such manner as the City in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the common areas in order that the same may occur in a proper and orderly fashion.

14. ASSIGNMENT

14.1. Assignment Prohibited. NAACP shall not transfer, assign, mortgage, or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than NAACP, or sublet the Premises, or any part thereof, without the prior written consent of the City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Agreement from NAACP by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Agreement. In the event that NAACP hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty nine percent (49%) shall be deemed an assignment within the meaning of this Section.

14.2. Consent Required. Any assignment or subletting without the City's consent shall be void, and shall constitute a default hereunder which, at the option of the City, shall result in the termination of this Agreement or exercise of the City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through NAACP.

14.3. City's Right in Event of Assignment. If this Agreement is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than NAACP, the City may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, subleasing, or other transfer, nor shall such collection constitute the recognition of such assignee, sublessee, or other party as the NAACP hereunder or a release of NAACP from the further performance of all of the covenants and obligations of NAACP herein contained. In the event that the City shall consent to a sublease or assignment hereunder, NAACP shall pay to City reasonable fees, not to

exceed $250.00, incurred in connection with processing documents necessary to the giving of such consent.

15. INDEMNITY

15.1 NAACP shall indemnify the City and save harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by NAACP of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of NAACP, its agents, contractors, employees, invitees, licensees, or concessionaires.

15.2 The City shall not be responsible or liable at any time for any loss or damage to NAACP's merchandise, equipment, fixtures, or other personal property or to NAACP's business, including any loss or damage to either the person or property of NAACP that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space.

15.3 NAACP shall give prompt notice to the City in case of fire or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

15.4 In case City shall without fault on its part be made a party to any litigation commenced by or against NAACP, then NAACP shall protect and hold City harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

15.5 In case NAACP shall without fault on its part be made a party to any litigation commenced by or against the City, then City shall protect and hold NAACP harmless and shall pay all costs, expenses, and reasonably attorneys' fees.

16. INSURANCE

16.1. At all times during its occupancy of the Premises, NAACP shall, at its sole cost and expense, obtain and maintain bodily injury liability insurance covering the Premises and any and all improvements thereon in the amount of One Million Dollars and No Cents ($1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars and No Cents ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00). NAACP shall also obtain and maintain insurance coverage on personal property located inside the Premises. As a condition to this Lease continuing in force and effect, NAACP shall submit to City a certificate of insurance which evidences the above required coverages and names City as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance. The policies with respect to such insurance coverages shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the City and NAACP. The insurance coverage shall be with an insurance carrier which is licensed to do business within the State of Nevada and which is acceptable to City. All policies of insurance, or certificates of insurance which evidence the insurance coverages required hereby, shall contain a provision that the same shall not be canceled or modified in any material effect unless and until thirty (30) days written notice of such cancellation or modification has been provided to City.

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17. DESTRUCTION

17.1. City's Remedies. If the Premises shall be partially damaged by any casualty insured against under City's insurance policy, City shall, upon receipt of the insurance proceeds, repair the Premises and until repair is complete the minimum rent shall be abated proportionately as to that portion of the Premises rendered unacceptable. Notwithstanding the foregoing, if; (a) the Premises by reason of such occurrence are rendered wholly unacceptable, or (b) the Premises should be damaged as a result of a risk which is not covered by City's insurance, or (c) the Premises or the building of which it is a part, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of the City be operated as an integral unit, then and in any such events, the City may either elect to repair the damage or may cancel this Agreement by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Agreement shall expire and NAACP shall vacate and surrender the Premises to the City. NAACP's liability for rent upon the termination of this Agreement shall cease as of the date following the City's giving notice of cancellation. Nothing in this Section shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of NAACP or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Agreement is terminated by the City or NAACP, NAACP shall repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

17.2. NAACP's Remedies. The NAACP may, notwithstanding the foregoing, terminate this Agreement effective immediately on the date of written notice to the City in the event of the occurrence of the events in item 18. 1 (a) above or upon thirty (30) days advance written notice to the City in the event of one or more of the occurrences in items 18. 1(b) and (c). If NAACP shall terminate this Agreement, it shall have no further obligation to pay rent or be obligated to make any other payments to City or perform any other term and condition of said Agreement other than remove it's personal property in accordance with the terms herein upon the effective date of the written notice of termination. NAACP shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Agreement.

18. CONDEMNATION

18.1. Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceeding, then this Agreement shall cease and terminate as of the date of title vesting in such proceeding.

18.2. Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of NAACP (except for the amount of floor space), then this Agreement shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Premises unsuitable for the business of NAACP, then this Agreement shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and the City shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by the City in originally constructing said building, nor shall the City in any event be required to expend for such work an amount in excess of the amount received by the City as damages for the part of the Premises so taken.

"Amount received by the City" shall mean that part of the award in condemnation, which is free and clear to the City of any collection by mortgage lenders for the value of the diminished fee.

18.3. City's Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, the City or NAACP, by written notice, terminate this Agreement. If this Agreement is terminated as provided in this subsection, rent shall be paid up to the date that possession is taken by public authority and the City shall make an equitable refund of any rent paid by NAACP in advance.

18.4. NAACP shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee, although NAACP shall have the right, to the extent that the same shall not reduce the City's award, to claim from the condemnor, but not from the City, such compensation as may be recoverable by NAACP in its own right for damages to NAACP's business and fixtures.

18.5. Definition. As used in this Section the term "condemnation proceeding" means any action or proceeding in which any interest in the Premises is taken for any public or quasi- public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

19. EVENTS OF DEFAULT REMEDIES

19.1. Default by NAACP. Upon the occurrence of any of the following events, the City shall have the remedies set forth in Section 19.2:

(A) NAACP fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(B) NAACP fails to perform any other term, condition or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to NAACP by the City.

(C) NAACP or its agent shall falsify any report required to be furnished to the City hereunder.

(D) NAACP shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or NAACP petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(E) NAACP violates either Section 6 or Section 15.

19.2. Remedies. Upon the occurrence of the events set forth in Section 19.1, the City shall have the option to take any or all of the following actions, without further notice or demand of any kind to NAACP or any other person:

(A) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, NAACP, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such

reentry of taking possession of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given by the City to NAACP. No such action by the City shall be considered or construed to be a forcible entry.

(B) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of NAACP required to be kept or performed.

(C) Terminate this Agreement by written notice to NAACP. In the event of such termination, NAACP agrees to immediately surrender possession of the Premises. Should the City terminate this Agreement, it may recover from NAACP all damages it may incur by reason of NAACP's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the stated term, all of which amounts shall be immediately due and payable from NAACP to the City.

(D) Should the City reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Agreement, it may be necessary in order to relet the Premises and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon such other terms and conditions as the City in its sole discretion may deem advisable. Upon each such reletting all rentals received by the City from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from NAACP to the City; second, to the payment of attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by NAACP hereunder, NAACP shall pay any such deficiency to the City. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to NAACP pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, the City may at any time thereafter elect to terminate this Agreement for such previous breach. The remedies given to the City in this Section 19 shall be in addition and supplemental to all other rights or remedies which the City may have under laws then in force.

20. ACCESS TO PREMISES

The City shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. The City shall also have the right to enter the Premises at all reasonable times upon twenty-four (24) hours prior notice to NAACP to inspect or to exhibit the same to prospective purchasers, mortgagees, NAACPs, and lessees, and to make such repairs, additions, alterations or improvements as the City may deem desirable. The City shall be allowed to take all material upon said Premises that may be required therefor without the same constituting an actual or constructive eviction of NAACP in whole or in part and the rents reserved herein shall in no way abate while said work is in progress by reason of loss or interruption of NAACP's business or otherwise, and NAACP shall have no claim for damages, provided The City shall perform the labor required during non-business hours of the NAACP unless there exists a state of emergency affecting the health and safety of those NAACPs and persons in other portions of the Shopping Center that necessitates immediate corrective action.

21. CONTRACTOR

With respect to each of the City's obligations under any provision of this Agreement concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) By the City's arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at the City's option, be a corporation or other entity directly or indirectly affiliated with or controlled by the City); and/or, at the City's option, (ii) If at the time the City is required to fulfill such obligation it is the holder of a license authorizing it to act as a contractor within such State, by the City's participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permit required for creation or reconstruction of the Premises, the building containing the same, or other improvements in the Shopping Center shall be obtained by the City's contractor(s) or, if the City acts as such, by the City itself

22. ATTORNMENT

In the event of the sale or assignment of the City's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by the City covering the Premises, NAACP shall attorn to the assignee or purchaser and recognize such purchaser as the City under this Agreement.

23. QUIET ENJOYMENT

NAACP, upon paying the rents and observing and performing all of the terms, covenants and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

24. SURRENDER OF PREMISES

At the expiration of this Agreement, NAACP shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Agreement, reasonable wear and tear excepted, and shall deliver all keys to the City. Before surrendering the Premises, NAACP shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by NAACP as may be specified for removal by the City, and shall repair any damage caused by such property or the removal thereof. If NAACP fails to remove its personal property and fixtures upon the expiration of this Agreement, the same shall be deemed abandoned and shall become the property of the City.

25. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either the City or the NAACP institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

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26. PAST DUE SUMS

If NAACP fails to pay, when the same is due and payable, any rent, additional rent, or other sum to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum.

27. MISCELLANEOUS PROVISIONS

27.1. No Partnership. The City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of NAACP in the conduct of its business or otherwise. The provisions of this Agreement relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

27.2. Force Majeure. The City shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the City's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

27.3. No Waiver. Failure of the City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing signed by the City.

27.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to the City, at the place specified for payment of rent and (b) if to NAACP, either at the Premises or at any other current address for NAACP which is known to the City. Either party may designate such other address as shall be given by written notice.

To City: City of Las Vegas
Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

To NAACP: National Association for the Advancement of Colored People
Attn: Executive Director
1048 West Owens Avenue
Las Vegas, Nevada 89106

27.5. Recording. NAACP shall not record this Agreement or a memorandum thereof without the written consent of the City. The City, at its option and at any time, may file this Agreement for record with the Recorder of the County in which the Shopping Center is located.

27.6. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

27.7. Broker's Commissions. NAACP represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Agreement, and agrees to indemnify City against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

27.8. Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Each provision to be performed by NAACP shall be construed to be both a covenant and a condition, and if there shall be more than one NAACP, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by the City of the Shopping Center, the Premises, or this Agreement, the City shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations shall, as of the time of such sale or assignment or on the Commencement Date, whichever is later, automatically pass to the City's successor in interest.

27.9. Entire Agreement, Etc. This Agreement and the Exhibits, Riders, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. All Exhibits, Riders, or Addenda mentioned in this Agreement are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Agreement and constitutes consideration given to the City to enter into this Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon the City or NAACP unless reduced to writing and signed. Submission of this Agreement for examination does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by the City to NAACP. If any provision contained in a Rider or Addenda is inconsistent with a provision in the body of this Agreement, the provision contained in said Rider or Addenda shall control. It is hereby agreed that this Agreement contains no restrictive covenants or exclusives in favor of NAACP. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or Paragraph.

28. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, NAACP warrants that is has disclosed on the form attached as Exhibit "B", all principals and partners of the NAACP, as well as all persons and entities holding more than a one percent (1%) interest in the NAACP, or any principal of the NAACP. Throughout the term hereof, the NAACP, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

29. AUTHORITY OF SIGNATORIES

Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Agreement is binding upon said entity in accordance with its terms.

30. COUNTERPARTS/ELECTRONIC DELIVERY

This Use Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be

appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

31. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth above.

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST:

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

Approved as to form:

By: John S. Ridilla 8/27/10
Deputy City Attorney Date

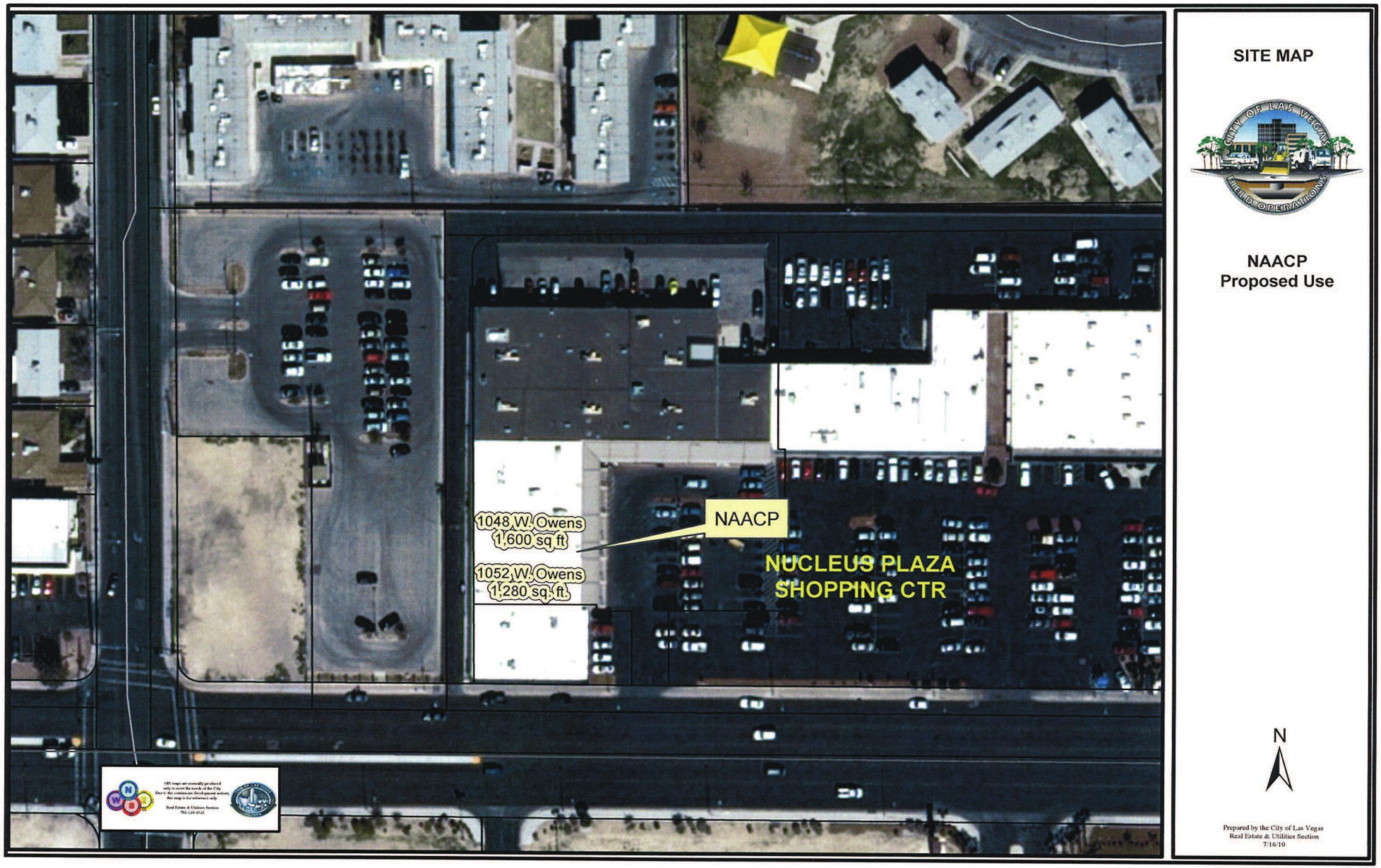
NAACP

By:_____

Name: FRANK HAWKINS

Title: President CV Branch IIII

EXHIBIT "A"



SITE MAP

NAACP
Proposed Use

N

Prepared by the City of Las Vegas
Real Estate & Utilities Section
7/16/10

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors of the National Association for the Advancement of Colored People and all persons and entities holding more than 1% interest in National Association for the Advancement of Colored People are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Frank Hawkins	2009 Alta Dr.	638-1300
2. Ida Gaines	3731 My Way	
3. Samesha Ramadan	5601 Indian Ridge Dr.	275-7375
4. Doris Woods	205 E. Harmon Ave #808	219-5545
5.		
6.		
7.		
8.		
9.		
10.		

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

National Association for the Advancement of Colored People
a Non-Profit organization

By: _____
Its: President LV Branch IIII

Subscribed and sworn to before me this
1 day of Sept, 2010.

Notary Public

SHARON BULLOCK
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-28-2011
Certificate No: 93-2360-1

ORIGINAL

LAND LEASE AGREEMENT/CELL TOWER

This Land Lease Agreement (hereinafter "Lease") is made this 20th day of June, 2001, by and between the City of Las Vegas, Nevada, 400 East Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter "Lessor") and Southwestco Wireless, LP, d/b/a Verizon Wireless by Southwestco Wireless, Inc., its ~~general~~ managing partner, 180 Washington Valley Road, Bedminister, NJ 07921 (hereinafter "Lessee").

Initial here Lab

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to a monopole tower, equipment shelter and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of Owens Avenue & J Street ("City Parking Lot"), Las Vegas, Nevada 89106, generally located in the area bounded by Owens Avenue and J Street .

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as used by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada, (hereinafter "Lessor"), and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., its ~~general~~ managing partner , (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms when capitalized, have the meaning indicated:

2.1 "Backhaul Network" means the physical network that connects cells to a central

switching point or the Public Switch Telephone Network ("PSTN").

2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.

2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.

2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2.5 Manager" means the City Manager or his or her designee.

2.6 "Wireless Communications System" means any system which uses a form of

cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 665 square feet of property located at the City Parking Lot, Las Vegas, Nevada 89106, (hereinafter "Premises"). A description of the Premises is attached hereto and incorporated herein as Exhibit "A". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System Facilities in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1. Construction may include, but not be limited to a monopole tower, and equipment shelter and security fencing.

4. TERM:

4.1 The initial term of this Lease is five (5) years. The term will begin six (6) months after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing. of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

5.1 The total rental payment for the initial five (5) year term of this Lease shall be One thousand eight hundred and No/100ths Dollars ($1800.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payments not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to one and one-half percent (1.5%) of the amount due.

5.2 Each renewal term will have its own rent terms. Exhibit "B" of this Lease will detail the rent for the original term and each subsequent renewal term.

5.3 If the term does not begin on the first day of the month or end on the last day of the month, the rent for the partial month shall be prorated, based on the number of days in the month.

5.4 As additional consideration, within fifteen (15) business days after the full execution of this Lease, Lessee shall pay to Lessor a one-time administrative payment in the amount of One Thousand Dollars ($1,000.00).

6. INGRESS, EGRESS AND UTILITY EASEMENT:

6.1 Lessor hereby grants to Lessee an easement for ingress, egress, regress and utilities over properties of Lessor adjacent to the Premises for construction and maintenance of the Structures on the Premises, for the installation, construction and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Lessee of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Lease Term. The location and

configuration of the Easement along with the Easement Agreement Form, shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Lease and shall be included in any recorded Memorandum of this Lease. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at Lessee's request and expense, this Easement shall be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

8.1 Lessee shall use the Premises for the purpose of constructing, maintaining and operating a Wireless Communications System. Lessee shall have the right to

construct a monopole tower and foundation, and equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof as more particularly described in the written plans and details attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property

8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, other occupants of the City Parking Lot or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform at the expense of Lessee reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). The Lessor and its agents shall have the right during the term of the Lease to examine

Lessee's transmitter equipment and facilities in order to detect any potential interference with the Lessor's telecommunication uses, provided that Lessee's representative is present during such examinations.

8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee.

8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.

8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole

discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall work forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.

8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 Lessee may not sublease within their shelters or on ground within their lease area. Lessee may sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations

under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR:	City of Las Vegas Attn: Manager Department of Public Works/Real Estate & Assets 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101
WITH A COPY TO:	City of Las Vegas City Attorney's Office, 9th Floor Las Vegas, Nevada 89101
TO LESSEE:	Verizon Wireless 180 Washington Valley Road Bedminister, NJ 07921 Attention: Network Real Estate

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above

provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the monopole tower and Lessee's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set for the in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief,

no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) By either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license,

permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Lease by Lessee:

20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues

for a period of thirty (30) calendar days after written notice is given to Lessor;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a fifteen percent (15%) penalty of the amount due will be assessed.

20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. SURVEY AND TESTING:

24.1 Lessee shall have the right for ninety (90) business days from the execution of this Lease to survey, soil test, and make any other investigations necessary to

determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If Lessee, within the above stated time determines that for any reason the Premises is not suitable, this Lease, upon thirty (30) calendar days written notice given to Lessor, shall become null and void; provided that at Lessee's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that Lessee shall deliver copies of all soil tests and investigation reports to Lessor.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

26. MECHANIC'S LIENS:

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of

such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely

responsible for making such changes to the Premises as may be necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.

33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a

franchise required by any City ordinance, State statute or constitutional provision or Federal law.

33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.

33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.

33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Leased Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over

shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to

consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. RIGHT TO REGISTER OR RECORD:

39.1 Upon the request of Lessee, Lessor agrees to promptly execute and deliver to Lessee a Memorandum of Lease and recordable or registerable form setting forth the general terms of the Lease, and such other information, as Lessee shall request.

40. INTERPRETATION:

40.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

41. RENT PAYMENT:

41.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101.

42. DATE OF LEASE:

42.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

43. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Assets Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual

obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. WAIVER OF LESSOR'S LIEN:

(a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

...

...

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

...

...

45. DISCLOSURE OF PRINCIPALS:

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as Exhibit "E", all principals and partners of SOUTHWESTCO WIRELESS, L.P., as well as all persons and entities holding more than a one percent (1%) interest in SOUTHWESTCO WIRELESS, L.P., or any principal of SOUTHWESTCO WIRELESS, L.P. Throughout the term hereof, SOUTHWESTCO WIRELESS, L.P., shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

CITY OF LAS VEGAS

"Lessor"

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Deputy City Attorney Date 6/7/01

Initial here MOR

SOUTHWESTCO WIRELESS, LP,
d/b/a VERIZON WIRELESS, By SOUTHEWESTCO
WIRELESS INC., its ~~GENERAL~~ MANAGING PARTNER

"Lessee"

Robert F. Swaine
Chief Technical Officer & West Area
Chief Technical Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On 7-13-01 (Date), before me, Carolyn J. Wilson (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Robert F. Swaine (Name(s) of Signer(s)),

CAROLYN J. WILSON
Commission # 1224499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Beverly K Bridges
NOTARY PUBLIC, in and for said
County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared ROBERT F. SWAINE to me known to be an authorized representative of Southwestco Wireless, Inc., the ~~general~~ managing partner of Southwestco Wireless, LP, the limited partnership, d/b/a Verizon Wireless that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Southwestco Wireless, LP, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Print or Type Name: _____
Notary Public in and for the State of CA, residing at
_____
My appointment expires: _____

When recorded, mail to:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

Exhibit "A"

(Legal Description)

AS SHOWN IN THE ATTACHED EXHIBIT "C" THAT PORTION OF:

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21 THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE THEREOF DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 1°24'55" EAST ALONG THE WEST LINE OF "H" STREET A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO SAVEWAY SUPER SERVICE STATIONS, INC BY DEED RECORDED MAY 16, 1961, AS DOCUMENT NO 240907, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE CONTINUNING NORTH 1°24'55" EAST A DISTANCE OF 25.02 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA TO INTERMOUNTAIN INVESTMENT CO. BY DEED RECORDED NOVEMBER 27, 1962, AS DOCUMENT NO. 324064, OFFICIAL RECORDS OF CLARK COUNTY NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 350.00 FEET TO A POINT; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE TURNING TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 110.00 FEET AND SUBTENDING A CENTRAL ANGEL OF 41°27'46" AN ARC LENGTH OF 79.60 FEET TO A POINT; THENCE ALONG A REVERSE TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 41°27'46" AN ARC LENGTH OF 65.13 FEET TO A POINT; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 378.95 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 0.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO ROBERT J. GORDON BY DEED RECORDED JANUARY 28, 1963 AS DOCUMENT NO. 336155, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°09'35" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF "J" STREET; THENCE SOUTH 0°00'49" EAST ALONG THE EAST LINE OF SAID "J" STREET A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 59, PAGE 85) TO A POINT; THENCE SOUTH 89°09'35" EAST A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 59, PAGE 85) TO THE TRUE POINT OF BEGINNING.

Initials:

LESSEE:
LESSOR: BR.

Exhibit "B"

(Rent Terms)

INITIAL 5-YEAR TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$1800.00
2ND YEAR	$1800.00
3RD YEAR	$1800.00
4TH YEAR	$1800.00
5TH YEAR	$1800.00

FIRST 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2160.00
2ND YEAR	$2160.00
3RD YEAR	$2160.00
4TH YEAR	$2160.00
5TH YEAR	$2160.00

SECOND 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2810.00
2ND YEAR	$2810.00
3RD YEAR	$2810.00
4TH YEAR	$2810.00
5TH YEAR	$2810.00

THIRD 5-YEAR RENEWAL TERM	TOTAL MONTHLY RENTAL PAYMENT
1ST YEAR	$2965.00
2ND YEAR	$2965.00
3RD YEAR	$2965.00
4TH YEAR	$2965.00
5TH YEAR	$2965.00

Initials:

LESSEE: _____
LESSOR: _____

EXHIBIT "C"

28

verizonwireless

4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 65044

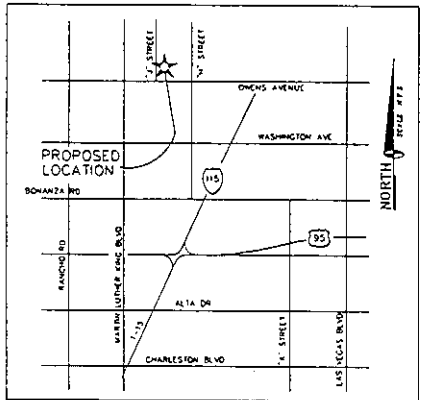
INITIAL

LSV-MORGAN
LSV-374 "A"
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106

THE PROPOSED PROJECT INCLUDES

- INSTALLATION OF MINIMUM VISIBILITY ANTENNAS ON A NEW 55' MONOPOLE WITH A MAXIMUM ANTENNA HEIGHT OF 55'
- INSTALLATION OF A 12' X 12' MODULAR SHELTER ON A CONCRETE PAD
- INSTALLATION OF ONE GPS ANTENNA
- COAXIAL CABLE RUNS FROM BTS TO ANTENNAS
- NEW TELEPHONE CONDUIT RUN TO MODULAR SHELTER
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER
- INSTALLATION OF A 6' BLOCKWALL FENCE WITH (2) 4' SWING GATES
- INSTALLATION OF A 6'X8' GENERATOR PAD

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE
VERIZON WIRELESS
CONSTRUCTION MANAGER
840 GRIER DRIVE
LAS VEGAS, NV 89119
(702) 270-3620
CONTACT: BOBBY COSTA

PROPERTY INFORMATION

OWNER / ADDRESS	CITY OF LAS VEGAS 400 EAST STEWART AVE LAS VEGAS, NEVADA 89101
CONTACT / PHONE	DAVE ROHRN (702) 229-1021
AREA OF CONSTRUCTION	900 SQ FT. MORE OR LESS
OCCUPANCY TYPE	U-2
CONSTRUCTION TYPE	5-N
CURRENT ZONING	R-E
ZONING APPLICATION #	ADR 180
A.P.N.	139-21-803-008
HANDICAP REQUIREMENTS	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED

PROJECT INFORMATION

EQUIPMENT LOCATION	○ OUTDOOR	■ INDOOR
EQUIPMENT SHELTER	■ YES	○ NO

ANTENNA LOCATION
- ■ NEW MONOPOLE
- ○ SELF SUPPORT TOWER
- ○ EXISTING MONOPOLE
- ○ ROOF TOP
- ○ EXISTING TOWER
- ○ OTHER

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES

1. UNIFORM BUILDING CODE 1997
2. NFPA 101-1990
3. LOCAL BUILDING CODE
4. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

STRUCTURAL ENGINEER:

ELECTRICAL ENGINEER:
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

TOWER ENGINEER:

SURVEYOR:
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WEINER
PHONE (702) 367-7705 FAX (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	2
LS1	SITE SURVEY (NOT INCLUDED FOR PERMIT)	0
A1	SITE PLAN & CONSTRUCTION NOTES	1
A2	LEASE DETAIL, ABBREVIATIONS, LEGEND	2
A3	ANTENNA LAYOUT, ANTENNA & CABLE SCHEDULE, MONOPOLE ELEVATIONS	2
A4	SHELTER ELEVATIONS & FOUNDATION DETAILS	1
E1	POWER, TELCO & COAX ROUTING, PANEL SCHEDULE, 1-LINE DIAGRAM AND NOTES	2
E2	GROUNDING LAYOUT, SCHEMATIC, NOTES AND DETAILS	2
E3	GROUNDING DETAILS	1

SHEET INDEX — ISSUED FOR: PERMIT

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		

APPROVAL LIST

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION
LSV-MORGAN
LSV374-A
OWENS AVE AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:
5/22/01

ISSUED FOR:
100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
2	5/22/01	CHANGE POLE HEIGHT	DI
1	05/02/01	100% CONSTRUCTION	DI
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSTRUCTION MANAGER:

DRAWN BY:	CHK.:	APV.:
J. TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:
TITLE SHEET

SHEET NUMBER: T1 — REVISION: 2

LSV374-

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EXHIBIT "C"

1. THE FACILITY IS AN UNOCCUPIED SPECIALIZED MOBILE RADIO FACILITY
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER
4. THE CONTRACTOR SHALL RECEIVE IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATION TAKE PRECEDENCE
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS
7. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT. MANAGER AND WITH LANDLORD'S AUTHORIZED REPRESENTATIVE
8. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS
9. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 23 OF THE UNIFORM BUILDING CODE REGARDING EARTHQUAKE PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS AND MECHANICAL EQUIPMENT. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL EARTHQUAKE CODES AND REGULATIONS
11. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE SITE AND NOTIFY THE PROJECT MANAGER OF ANY DISCREPANCIES BEFORE STARTING ANY WORK
12. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT FOR DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK
13. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER
14. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE
15. CONTRACTOR TO PROVIDE COMPLETE SET OF AS BUILT DRAWINGS within 10 WORKING DAYS OF PROJECT COMPLETION
16. CONTRACTOR IS TO SPRAY WITH CPA APPROVED WEED CONTROL PRIOR TO PLACING 4" AGGREGATE BASE (GEOTECH FABRIC AND CRUSHED RICK TYPICAL INSIDE ENTIRE SITE

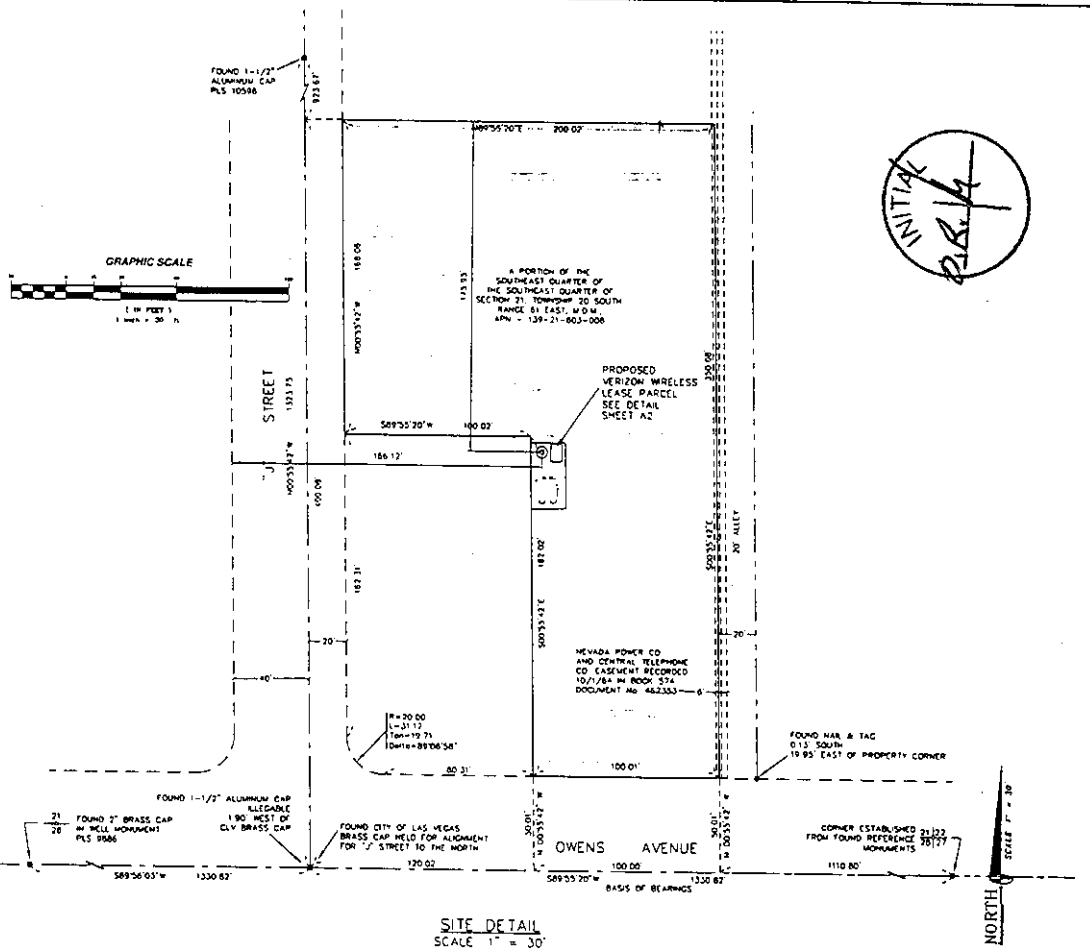
BASIS OF BEARINGS

SOUTH 89°55'20" WEST, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST M.D.M., AS SHOWN ON FILE 69 OF SURVEYS, PAGE 86 ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL
No. 25 21 101/2254
RIVET AND PLATE IN TOP OF CURB, NE RETURN OWENS AVE. AND H STREET

ELEVATION = 619.4213 (METERS) / 2032.22 (FEET)
NORTH AMERICAN VERTICAL DATUM OF 1988



SITE DETAIL
SCALE 1" = 30'

PROJECT GENERAL NOTES

1. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM 1988
2. SURVEY INFORMATION SHOWN IS OBTAINED FROM A SURVEY PREPARED BY SPECTRUM SURVEYING DATED 05/16/01
3. THE ENGINEER SPECTRUM SURVEYING & ENGINEERING AND REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AT (702) 367-3705
4. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED
5. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS
6. ANY DRAIN INLET/DIP FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SITE LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT
7. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES
8. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AD INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE PERFORMED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK
10. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION
11. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS
12. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS
13. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY
14. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY
15. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE
16. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER
17. ONE GRADES WITHIN THE FENCED IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR AND REPAVING WITH ASPHALT CONCRETE TO MATCH EXISTING
18. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR
19. DRIVEWAY CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO NEVADA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR THE ROAD AND BRIDGE CONSTRUCTION", LATEST EDITIONS, AND ALL APPLICABLE PROVISIONS OF LOCAL COUNTY ORDINANCES
20. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION

CONSTRUCTION NOTES

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION

LSV-MORGAN
LSV374-A
OWENS AVE. AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE
5/02/01

ISSUED FOR
100% CONSTRUCTION

REV	DATE	DESCRIPTION	BY
1	05/02/01	100% CONSTRUCTION	DW
0	04/23/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-3705
FAX (702) 367-8733

CONSULTANT

DRAWN BY:	CHK:	APV:
J. TWEDEN	L.S.	D.C.

LICENSURE

SHEET TITLE
SITE PLAN
CONSTRUCTION NOTES

SHEET NUMBER: A1 | REVISION: 1
LSV374-A

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EXHIBIT "C"

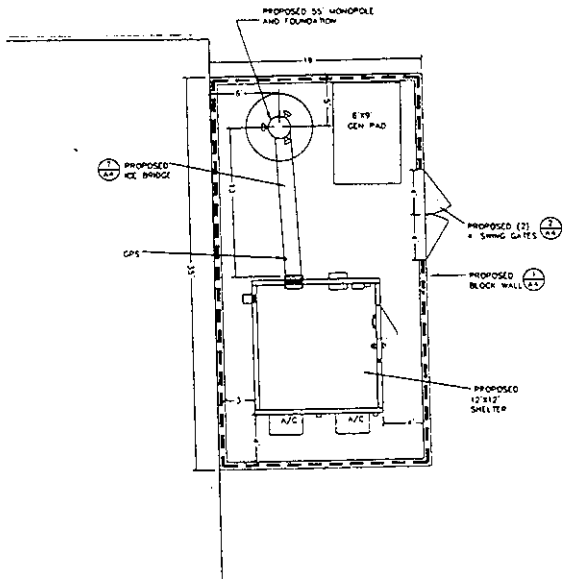
30

ABBREVIATIONS

SGL.P./T.P./S.P.	SINGLE POLE, TEE POLE, & THREE POLE
A/C	AIR CONDITIONING
ADJ.	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
APPROX.	APPROXIMATELY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE
A (OR Amp)	AMPERE
BLDG.	BUILDING
BLK.	BLOCK
BMR	BASE MOBILE RADIO
B/S	BUILDING STANDARD
Bv	BEVELED
C.O.	CONDUIT ONLY
C	CONDUIT BURIED AS NOTED
C.B.	CIRCUIT BREAKER
CKT.	CIRCUIT
CLG.	CEILING
CLR.	CLEAR
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.F.C.I.	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
DBL.	DOUBLE
DIA. or ø	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DN.	DOWN
DTL. OR A	DETAIL
DWG.	DRAWING
(E)	DUAL ELEMENT FUSES
E.	EAST
EA.	EACH
EL. ELEV.	ELEVATION
ELECT.	ELECTRICAL
EQ.	EQUAL
EQUIP.	EQUIPMENT
EW	EACH WAY
EXIST.	EXISTING
EXT.	EXTERIOR
EMT	ELECTRICAL METALLIC TUBING(THIN WALL)
E.C.	ELECTRICAL CONTRACTOR
EGB	EQUIPMENT GROUND BUS
EMT	ELECTRICAL METALLIC TUBING
FIN.	FINISH
FLOUR.	FLUORESCENT
FLR.	FLOOR
FT.	FOOT
GRC	GALVANIZED RIGID CONDUIT
G. or GRD.	GROUND
GA.	GAUGE
GALV.	GALVANIZED
GC	GENERAL CONTRACTOR
GWB	GYPSUM WALL BOARD
GYP. BD.	GYPSUM BOARD
HARD WD.	HARDWOOD
HORIZ.	HORIZONTAL
HR.	HOUR
HT.	HEIGHT
HVAC	HEATING, VENTING AND AIR CONDITIONING
I.D.	INSIDE DIA.
IN.	INCH
INFO.	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
kW	KILOWATTS
LB(S).	POUND(S)
MAS.	MASONRY
MECH.	MECHANICAL
MET. MTL.	METAL
MFR.	MANUFACTURER
MGR.	MANAGER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MGB	MAIN GROUND BUS
M.O.	MOUNTED
NEUT.	NEUTRAL
NTH.	NORTH
N.A.	NOT APPLICABLE
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
OD	OUTSIDE DIAMETER
OPNG.	OPENING
OPP.	OPPOSITE
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE
OHT/OHP	OVERHEAD POWER/OVERHEAD TELEPHONE
PVC	SCHEDULE 40 PLASTIC CONDUIT
PLYWD.	PLYWOOD
PR.	PAIR
PROJ.	PROJECT
PROP.	PROPERTY
PT.	PRESSURE TREATED
RECPT.	RECEPTACLE
REQ'D.	REQUIRED
RM.	ROOM
R.O.	ROUGH OPENING
S.	SOUTH
SW.	SWITCH
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
SS	STAINLESS STEEL
STL.	STEEL
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
S.V.	SHEET VINYL
THRU	THROUGH
THKD.	THICKED
T.O.C.	TOP OF CURB
T.O.M.	TOP OF MASONRY
T.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
TEMP.	TEMPORARY
THK.	THICK(NESS)
T.N.S.	TOE NAIL
T.O.A.	TOP OF ANTENNA
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
UBC	UNIFORM BUILDING CODE
U/G	UNDERGROUND POWER
UGT	UNDERGROUND TELEPHONE
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
VT.	VINYL TILE
W.	WEST
W/	WITH
WDW.	WINDOW
W/O	WITHOUT
W.	WATTS
W.P.	WEATHERPROOF
XFMR.	TRANSFORMER
℄	CENTERLINE
P/L	PROPERTY LINE
&	AND
@	AT
#	NUMBER
∠	ANGLE

LEASE DETAIL

NORTH SCALE: 1" = 5'

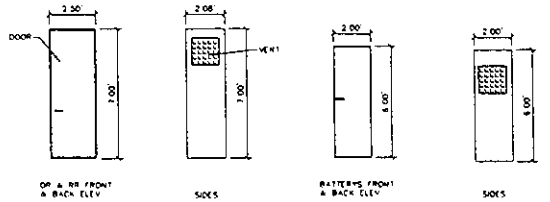


PLAN NORTH / GRID NORTH — SCALE: 1" = 5' — 1

LEGEND

NEW ANTENNA	GROUT OR PLASTER
EXISTING ANTENNA	(E) BRICK
GROUND ROD	(E) MASONRY
GROUND BUS BAR	CONCRETE
MECHANICAL GRND CONN.	EARTH
CADWELD	GRAVEL
GROUND ACCESS WELL	PLYWOOD
ELECTRIC BOX	SAND
TELEPHONE BOX	WOOD GRAIN
LIGHT POLE	WOOD BLOCKING
FND MONUMENT	STEEL
SPOT ELEVATION	DETAIL REFERENCE
SET POINT	ELEVATION REFERENCE
REVISION	SECTION REFERENCE
GRID REFERENCE	ELECTRICAL CONDUIT
	COAXIAL CABLE
	OVERHEAD SERVICE CONDUCTORS
	CHAIN LINK FENCING
	CENTERLINE
	PROPERTY/LEASE LINE
	MATCH LINE
	WORK POINT
	GROUND CONDUCTOR
	TELEPHONE CONDUIT

EQUIPMENT ELEVATION



SCALE: NONE — 2

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION:

LSV-MORGAN
LSV374-A
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CURRENT ISSUE DATE:
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1	05/02/01	100% CONSTRUCTION	DW
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PLANS PREPARED BY:

SPECTRUM
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7351 W. CHARLESTON BLVD. SUITE 120
LAS VEGAS, NEVADA 89117
PH (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

DRAWN BY	CHK.	APV.
J TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:
LEASE DETAIL
EQUIPMENT PLAN/ELEVATIONS
ANTENNA LAYOUT/SCHEDULE

SHEET NUMBER: A2 — REVISION: 2 — LSV374-A

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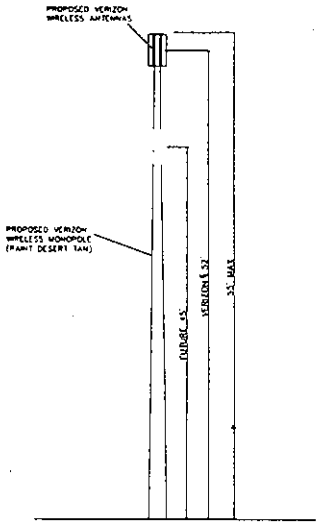
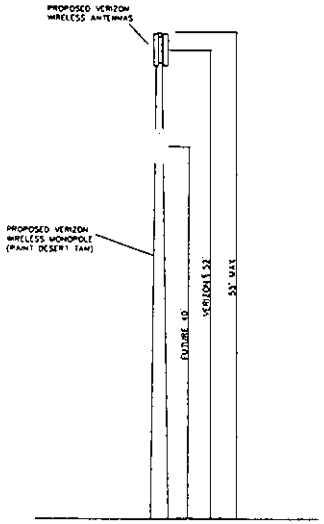
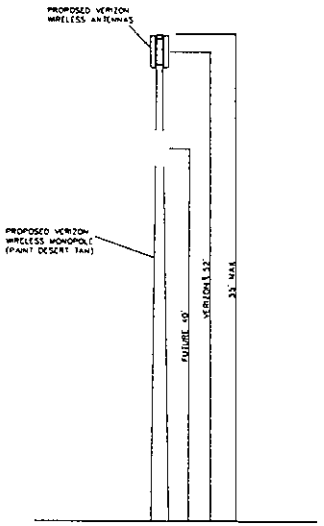
EXHIBIT "C"



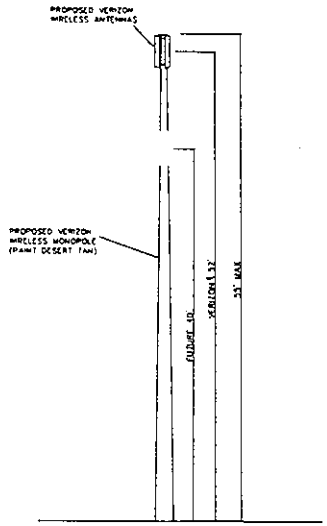
WEST ELEVATION SCALE: 1"=8' 6



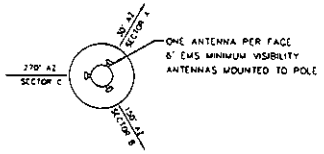
NORTH ELEVATION SCALE: 1"=8' 4



EAST ELEVATION SCALE: 1"=8' 3



SOUTH ELEVATION SCALE: 1"=8' 1



ANTENNA LAYOUT SCALE: NONE 5

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	30°	RFS	75'	7/8" COAX	YELLOW BROWN WHITE	5'	20'	
SECTOR B	150°	RFS	75'	7/8" COAX	RED BROWN WHITE	5'	20'	
SECTOR C	270°	RFS	75'	7/8" COAX	GREEN BROWN WHITE	5'	20'	
GPS	N/A	NORTEL GPS	30'	1/2" COAX	GRAY			

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION OR INSTALLATION OF CABLES

ANTENNA AND CABLE SCHEDULE SCALE: NONE 2

INITIAL

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION:
LSV-MORGAN
LSV374-A
OWENS AVE AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:
5/22/01

ISSUED FOR:
100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
2	05/22/01	CHANGE POLE HEIGHT	DW
1	05/02/01	100% CONSTRUCTION	DW
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W CHARLESTON BLVD, SUITE 120
LAS VEGAS, NEVADA 89117
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FAX (702) 367-8733

CONSULTANT:

DRAWN BY	CHK.	APV.
J TWEDEN	L.S	D.C.

LICENSURE:

SHEET TITLE:
ANTENNA LAYOUT
ANTENNA & CABLE SCHEDULE
MONOPOLE ELEVATIONS

SHEET NUMBER: A3 REVISION: 2
LSV374-A

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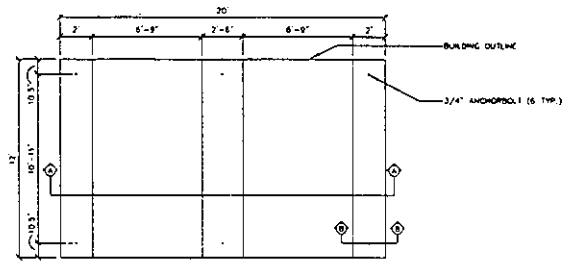
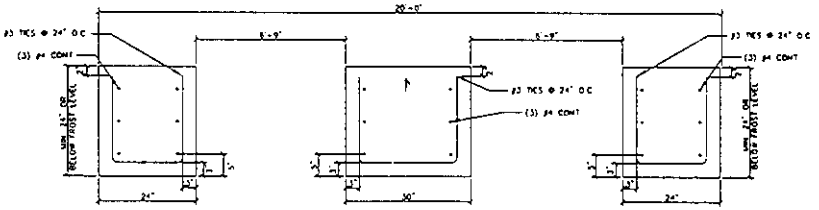
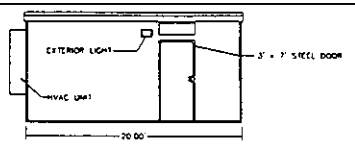
EXHIBIT "C"



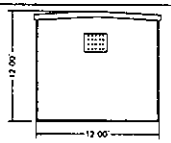
SLAB FOUNDATION — SCALE: NONE — 10



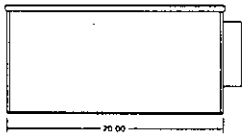
FOUNDATION SECTION "A-A" — SCALE: NONE — 4



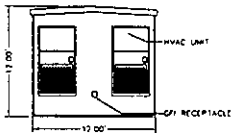
WALL A



WALL B



WALL C



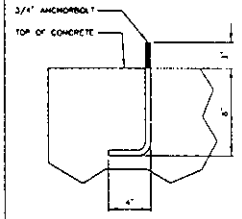
WALL D

C D B A

BUILDING KEY

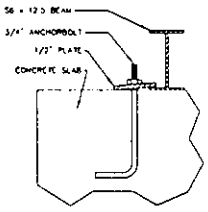
NOTE
1 DETAILS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY
2 LOCATION OF DOORS, PORTS & A/C UNITS MAY VARY REFER TO MANUFACTURER'S DRAWINGS
3 FOR STRUCTURAL BUILDING PLANS SEE MANUFACTURER'S DRAWINGS

12' x 20' SHELTER ELEVATIONS — SCALE: NONE — 9



SECTION "B-B"

ANCHORBOLT — SCALE: NONE — 6

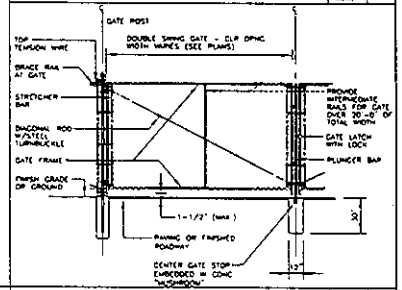


SECTION "B-B"

TIE-DOWN — SCALE: NONE — 5

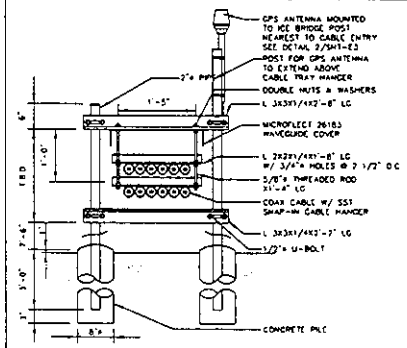
1 REINFORCING ASTM A-615 GRADE 40 DETAILS TO MEET ACI 315-65 STANDARDS AND UBC SECTION 1907
2 BUILDING FOUNDATION CONCRETE MIX DESIGN PER UBC SECTION 1905 & TABLE 19-A-1 THRU 19-A-7
COMPRESSIVE STRENGTH = 3000 PSI @ 28 DAYS
CEMENT = 5.7 SACK MIN PER CUBIC YARD (TYPE II PER ASTM C-150)
POTABLE WATER = 8.0 GALLONS MAX PER 94 LBS SACK OF CEMENT
AGGREGATES PER UBC SECTION 1903.3
MAXIMUM SLUMP = 5 IN
3 MIXING AND PLACING COMPLY WITH UBC SECTION 1907
4 CURLING COMPLY WITH SECTION 1905 (1)
5 REMOVAL OF FORMWORK COMPLY WITH UBC SECTION 1906.2
6 TESTING COMPLY WITH UBC SECTION 1905.1 & 1903.8

CONCRETE NOTES — SCALE: NONE — 3



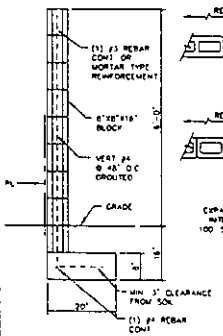
DOUBLE-SWING GATE — SCALE: NONE — 2

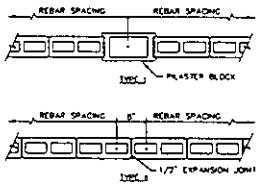
NOT USED — SCALE: NONE — 8



NOTE
ALL STEEL IS GALVANIZED. ALL BOLTS TO BE FURNISHED W/ WASHERS AND NUTS

ICE BRIDGE — SCALE: NONE — 7





EXPANSION JOINT DETAILS
EXPANSION JOINTS RECOMMENDED FROM 30' TO 50' INTERVALS. PLANS FOR INTERVALS GREATER THAN 100' SHALL BE ACCOMPANIED BY ENGINEERING CALCS

NOTE
1 A GOOD CONCRETE MIXTURE FOR FOOTINGS IS BY VOLUME 1 PART PORTLAND CEMENT, 2.75 PARTS SAND, 4 PARTS GRAVEL NOT LARGER THAN 1.5 INCHES, AND JUST ENOUGH WATER TO MAKE THE MIXTURE "MUSHY" AND WORKABLE, BUT NOT "SOUPY." THE WATER CONTENT SHOULD NOT BE MORE THAN 7.5 GALLONS PER SACK OF CEMENT FOR THE ABOVE MIX WHERE SALTS ARE PRESENT IN THE SOIL, TYPE V CEMENT IS REQUIRED

A GOOD MORTAR MIXTURE SHOULD BE IN PROPORTIONS OF 1:1 PART PORTLAND CEMENT, 1/2 PART LIME (HYDRATED), AND 3 PARTS SAND. THE WATER CONTENT SHOULD BE ACCORDING TO ABSORPTION AND SUCTION ABILITY TO ASSURE NORMAL FLOW AND SPREADING WITH A TROWEL

A GOOD GROUT MIXTURE SHOULD BE COMPOSED BY VOLUME OF 1 PART PORTLAND CEMENT, 2 PARTS SAND, AND 1 PART PEA GRAVEL SUFFICIENT WATER SHALL BE ADDED TO PRODUCE CONSISTENCY FOR POURING WITHOUT SEGREGATION

2 UNSUPPORTED ENDS OF WALLS SHALL TERMINATE IN A REINFORCED PILASTER COLUMN OR THE END CELL SHALL BE REINFORCED AND GROUTED SOLID

3 THIS WALL HAS BEEN DESIGNED TO BE SUPPORTED BY SOIL THAT DEVELOPS 1500 #/S.F. BEARING CAPACITY. WHERE A LOCATION HAS SOIL THAT CANNOT SUPPORT THIS DESIGN OR HAS SPECIAL SOIL CONDITIONS, THIS DESIGN CANNOT BE USED CONTACT YOUR LOCAL BUILDING DEPARTMENT

BLOCK WALL DETAIL — SCALE: NONE — 1

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

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LICENSURE

SHEET TITLE
SHELTER ELEVATIONS & FOUNDATION DETAILS

SHEET NUMBER: A4 — REVISION: 1 — LSV374-A

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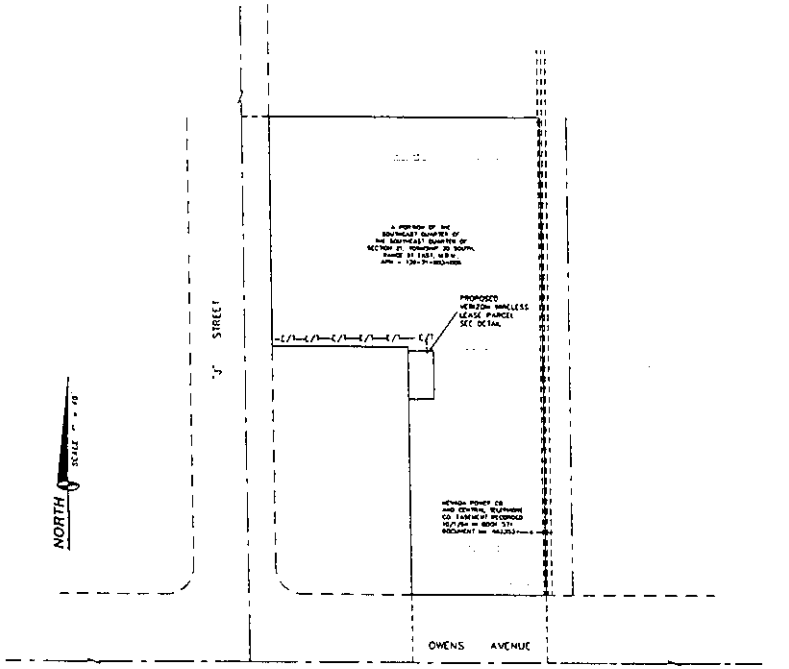
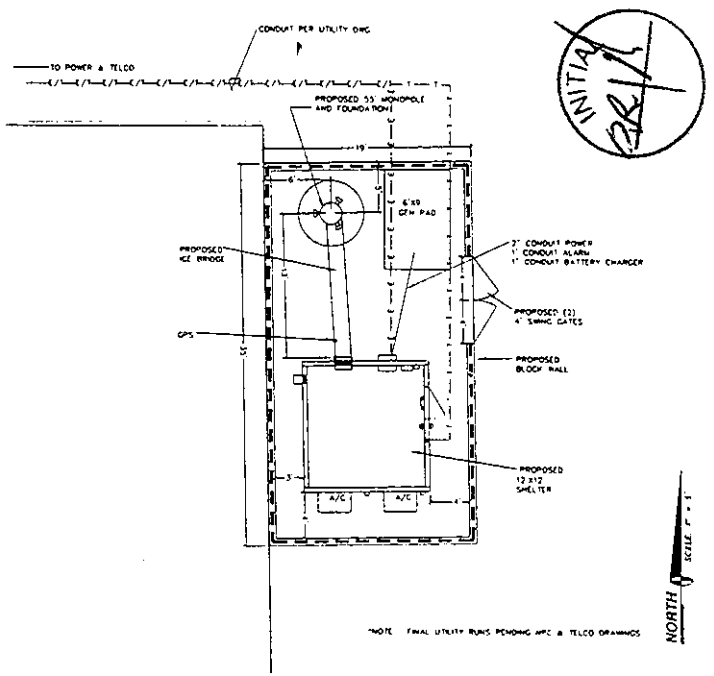
EXHIBIT "C"



OVERALL SITE PLAN | PLAN NORTH | SCALE: 1"=40' | 3



POWER, TELCO & COAXIAL CABLE ROUTING | PLAN NORTH | SCALE: 1"=5' | 1

1 UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY

2 CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT PULL BOXES, CABLES, PULL BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACK FILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK

UTILITY GENERAL NOTES | 4

SHORT CIRCUIT CALCS

A MAIN SWITCHBOARD - AT METER SECTION

1 I_{sc} = 50KVA
I_n = 208A
Z = 32734A (NPCa TABLE)
Z_T = 170 (NPCa TABLE)

2 MULTIPLIER $\frac{100}{170}$ = 58.8

3 $I = \frac{2 \times L \times I_{sc}}{C \times C_{L-N}}$ WHERE L=50 C=12,923 (#3/0 CU IN PVC)

$I = \frac{2 \times 50 \times 32734}{1 \times 12923 \times 240}$ C_{L-N} = 240V

I = 0.98

4 $M = \frac{1}{1+I} = \frac{1}{1+0.98}$ = 0.505

5 I_{sc} (AT MAIN SWITCHBOARD-MSA) = 0.505 x 32734

I_{sc} = 16532A

VOLTAGE DROP <3% FOR 50' RUN

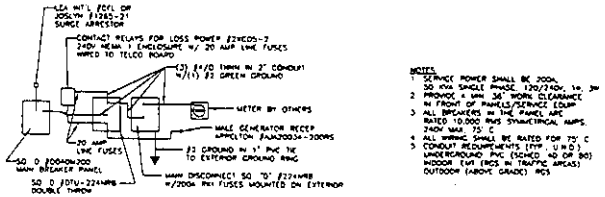
SHORT CIRCUIT CALCS. | SCALE: NONE | 6

PANEL GM- 120/240V 1 PHASE — 200A BREAKER SURFACE MOUNT

DESCRIPTION	NO	L1	L2	NO	DESCRIPTION
* LIGHTING	1	200A MB		2	SPARE
RECEPTACLES	3	540 20/1		4	2W RECTIFIER
HVAC #1	5	4410 20/2		6	
	7		4410 20/2	8	2W RECTIFIER
HVAC #2	9	4410 20/2		10	
	11		4410 20/2	12	2W RECTIFIER
RECEPTACLES	13	360 20/1		14	
RECEPTACLES	15		360 20/1	16	2W RECTIFIER
EXT RECEPTACLE	17	180 20/1		18	
SPARE	19		2640	20	2W RECTIFIER
SPARE	21	200A		22	
	23			24	
	25			26	
	27			28	
	29			30	
	31			32	
	33			34	
	35			36	
	37			38	
	39			40	
	41			42	
LOAD PHASE		20467	17504		
TOTAL CONNECTED LOAD	PER PHASE 20467A / 120V = 170 AMPS				

* INDICATES CONTINUOUS LOADS SIZED AT 125%

PANEL SCHEDULE | 5



ELECTRICAL 1-LINE DIAGRAM | 2

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

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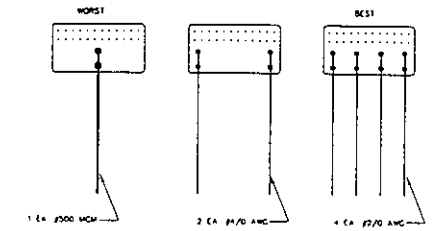
LICENSURE

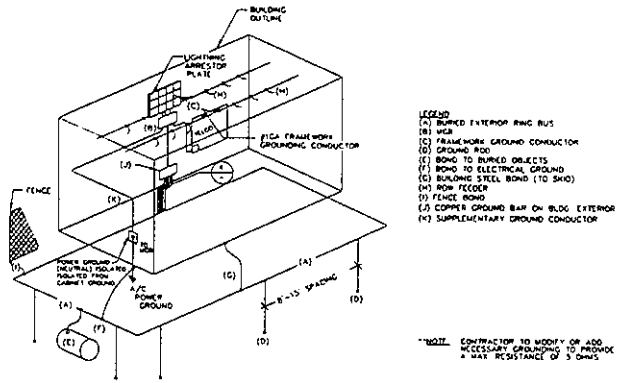
SHEET TITLE: POWER, TELCO & COAX. ROUTING 1-LINE DIAGRAM PANEL SCHEDULE NOTES & DETAILS

SHEET NUMBER: E1 | REVISION: 2 | LSV374-A

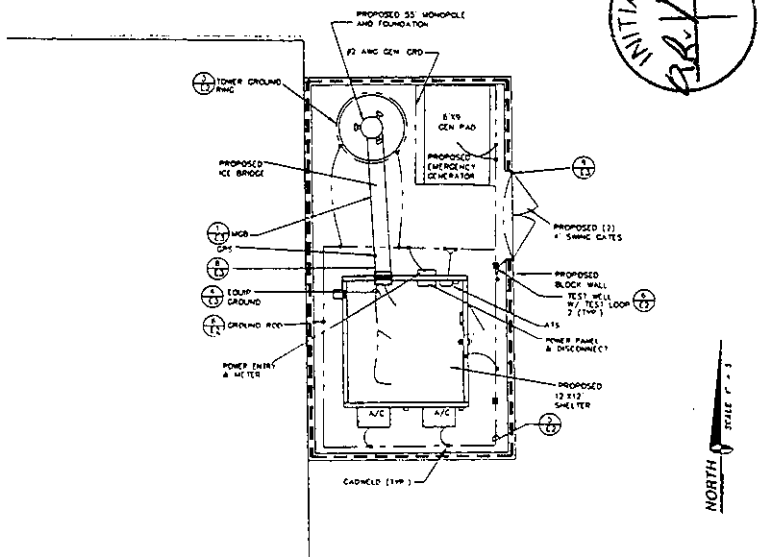
EXHIBIT "C"



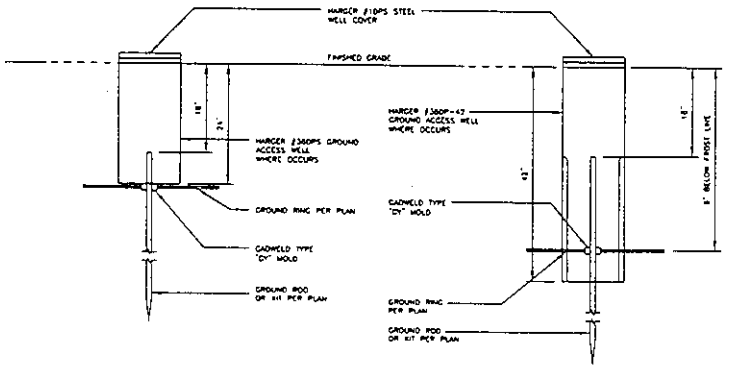
GROUND CONDUCTOR IN PVC CONDUIT — SCALE: NONE — 4



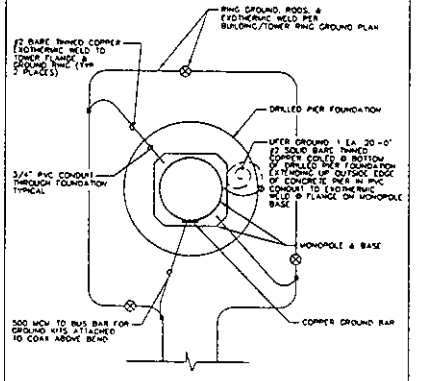
SHELTER GROUNDING DETAIL-SINGLE POINT GROUND SCHEME — SCALE: NONE — 5



GROUNDING LAYOUT — PLAN NORTH — SCALE: 1"=5' — 1



GROUND WELLS — SCALE: NONE — 6



TOWER GROUND — SCALE: NONE — 3

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS AND VERIZON GROUNDING STANDARD, WSW 05-100-001 DATED JUNE 5, 2000
2. ALL GROUNDING CONDUCTORS #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED
3. GROUND RING TO GROUND BAR CONNECTIONS SHALL BE CADWELDED QTY (2) #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED
4. GROUND BAR TO EQUIPMENT AND CABLES SHALL BE #2 AWG BTCW W/ DOUBLE LUG CONNECTIONS
5. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR
6. GROUND BAR LOCATED BELOW WAVEGUIDE ENTRY PORT CABLES SHALL BE #2 AWG BTCW/DOUBLE LUG CONNECTIONS TWO PATHS TO GROUND RING
7. ALL BELOW GRADE CONNECTIONS EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS EXOTHERMIC WELD TYPE
8. EXTERIOR GROUNDING CONDUCTORS BURIED TO A MINIMUM DEPTH OF 1'-6" BELOW FINISHED GRADE TO ALLOW FOR FUTURE CONSTRUCTION
9. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING OR FENCE
10. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST TREAT WITH A COLD GALVANIZED SPRAY
11. GROUND BARS
    A. EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT BOTTOM OF ANTENNA MOUNT/MAST FOR LIGHTNING GROUNDING PURPOSES CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. 2 HOLERS (FURNISHED BY OMNI-PS) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR AND BE INTERNAL TO POLE
    B. MAIN GROUND BUS BAR (MGB) LOCATED NEAR THE BASE OF THE RADIO EQUIPMENT CABINET(S) SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR
12. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR
13. ALL #2/0 TINNED COPPER CONNECTORS SHALL BE LONG-BARRELLED TYPES AND HAVE TWO HOLES FOR CONNECTION TO SURFACE AND NON-OXIDIZING AGENT APPLIED TO INHIBIT CORROSION

GROUND NOTES — SCALE: NONE — 2

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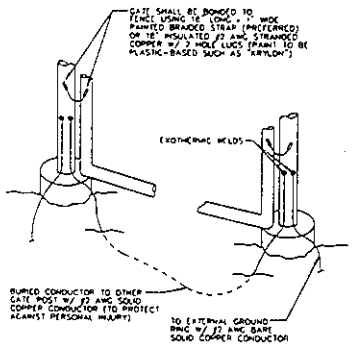
LICENSURE:

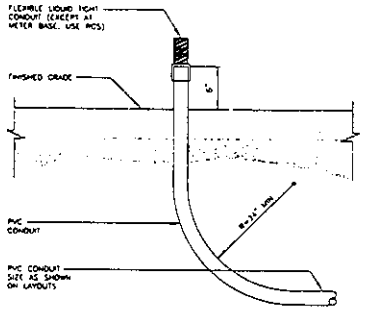
SHEET TITLE:
GROUNDING LAYOUT SCHEMATIC, NOTES NOTES AND DETAILS

SHEET NUMBER: E2 — REVISION: 2 — LSV374-A

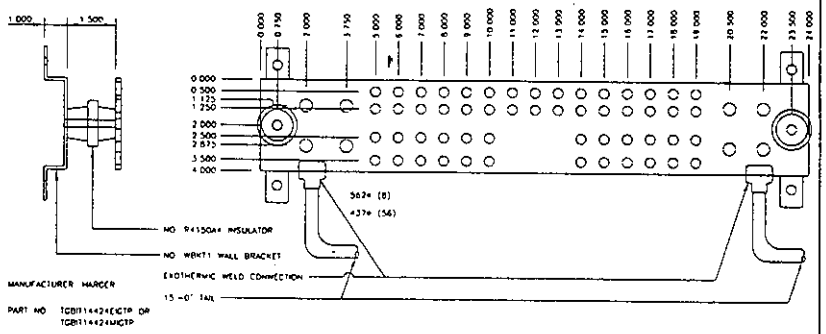
EXHIBIT "C"



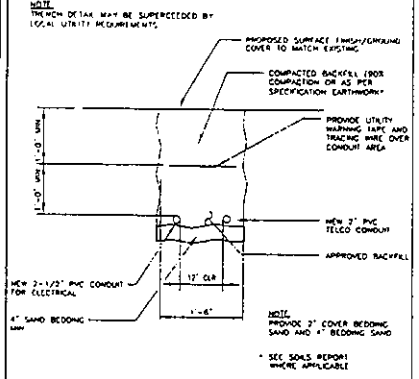
GATE GROUND CONNECTION — SCALE: NONE — 9



CONDUIT STUB-UP @ EQUIPMENT — SCALE: NONE — 6

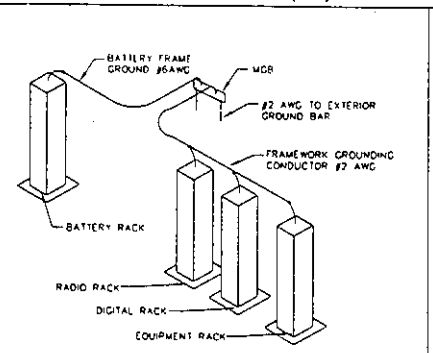


GROUNDING BAR ASSEMBLY (24") — SCALE: NONE — 1

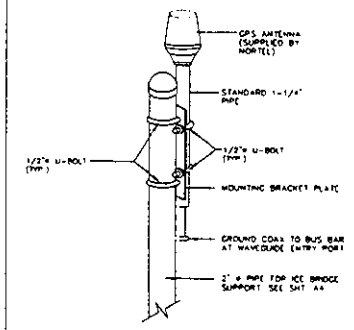


TRENCH DETAIL — SCALE: NONE — 10

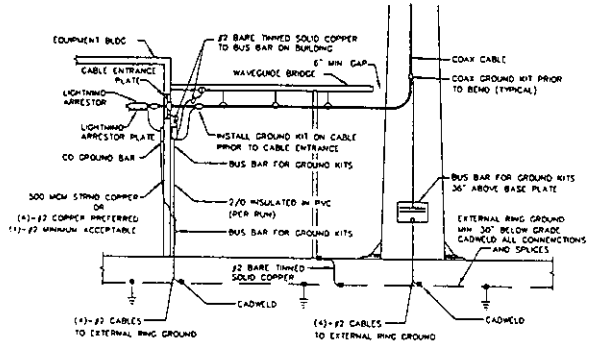
NOT USED — SCALE: NONE — 7



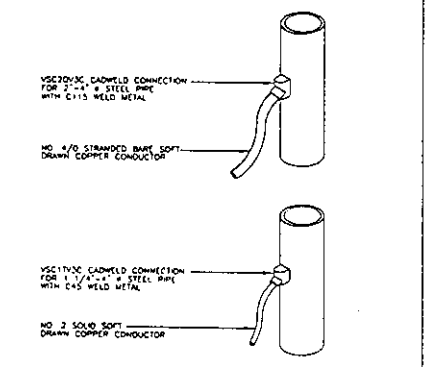
EQUIPMENT GROUND — SCALE: NONE — 4



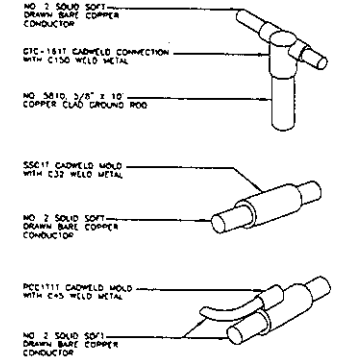
GPS PIPE MOUNT DETAIL — SCALE: NONE — 2



TRANSMISSION LINE GROUND DETAIL-MONOPOLE TOWER — SCALE: NONE — 8



CADWELD TO STEEL COLUMN — SCALE: NONE — 5



MISC. CADWELD DETAILS — SCALE: NONE — 3

verizonwireless
4811 EAST THISTLE LANDING
SUITE 100
PHOENIX, AZ 85044

PROJECT INFORMATION:

LSV-MORGAN
LSV374-A
OWENS AVE AND "J" STREET
LAS VEGAS, NEVADA 89106
CITY OF LAS VEGAS

CURRENT ISSUE DATE:

5/02/01

ISSUED FOR:

100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
1	05/02/01	100% CONSTRUCTION	DW
0	04/22/01	90% CONSTRUCTION	JT

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH: (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

DRAWN BY:	CHK.:	APV.:
J. TWEDEN	L.S.	D.C.

LICENSURE:

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER: E3 — REVISION: 1

LSV374-A

EXHIBIT D
INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars ($1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars ($1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement's continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity

SOUTHWESTCO WIRELESS LP
Name
180 WASHINGTON VALLEY ROAD
Address BEDMINSTER, NJ 07921
(908) 306-7000
Telephone
22-3381659 - TAX I.D.
EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement:
WIRELESS COMMUNICATIONS FACILITY
LSV MORGAN

RFP #:

Block 3 Type of Business

☐ Individual ☒ Partnership ☐ Limited Liability Company ☐ Corporation

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.	SOUTHWESTCO WIRELESS, INC. GENERAL PARTNER	SAME AS ABOVE	SAME AS ABOVE
2.	CELLCO PARTNERSHIP LIMITED PARTNER	SAME AS ABOVE	SAME AS ABOVE
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

[June 2000]

EXHIBIT "E"

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 CALIFORNIA
County of ORANGE

ROBERT F. SWAINName
CHIEF TECHNICAL OFFICER & WEST AREA CHIEF TECHNICAL OFFICER

Date

Subscribed and sworn to before me this 5th day of June, 2001.

Carolyn J. Wilson
Notary Public

CAROLYN J. WILSON

CAROLYN J. WILSON
Commission # 1284499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

Approved As To Form
By: Nancy Davis
Nancy Davis
Area General Counsel-West
Verizon Wireless

[June 2000]

ORIGINAL

PROJECT NAME: LSV Morgan

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

MEMORANDUM OF LEASE AGREEMENT

This Memorandum dated this 14th day of August, 200 01, by and between the **City of Las Vegas**, a municipal corporation of the State of Nevada (hereinafter "Lessor") and **Southwestco Wireless LP, d/b/a Verizon Wireless**, by Southwestco Wireless Inc., its managing partner, 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter "Lessee"), is a record of that LAND LEASE AGREEMENT/CELL TOWER (hereinafter "Agreement") between Lessor and Lessee dated June 20, 2001, which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property consisting of approximately 665 square feet which are described in Exhibit "A" (hereinafter "Premises"), which is attached hereto and incorporated herein by this reference.

2. Term of Agreement and Options to Extend. The initial term of the Agreement is for a five-year (5) period commencing six (6) months after the date of the execution of the Agreement by Lessor. Lessee has options to extend the Agreement term for three (3) consecutive five-year (5) periods.

3. Successors and Assigns. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

CITY OF LAS VEGAS

"Lessor"

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 6/7/01

Deputy City Attorney Date

SOUTHWESTCO WIRELESS, LP,
d/b/a VERIZON WIRELESS, By SOUTHEWESTCO
WIRELESS INC., its MANAGING PARTNER

"Lessee"

Robert F. Swaine
Chief Technical Officer & West Area
Chief Technical Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 7-31-01 (Date), before me, Carolyn J. Wilson (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Robert F. Swaine (Name(s) of Signer(s)),

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

CAROLYN J. WILSON
Commission # 1284499
Notary Public - California
Orange County
My Comm. Expires Dec 15, 2004

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of August, 2001, personally appeared before me, a Notary Public in and for said County and State, **OSCAR B. GOODMAN**, Mayor and **BARBARA JO RONEMUS**, City Clerk, City of Las Vegas known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Beverly K Bridges
NOTARY PUBLIC, in and for said
County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this _____ day of _____, 200_, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared **ROBERT F. SWAINE** to me known to be an authorized representative of Southwestco Wireless, Inc., the managing partner of Southwestco Wireless, LP, the limited partnership, d/b/a Verizon Wireless that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Southwestco Wireless, LP, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Print or Type Name: _____
Notary Public in and for the State of CA, residing at
_____
My appointment expires: _____

EXHIBIT A

Legal Description of Premises

THAT PORTION OF:

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21 THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE THEREOF DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 1°24'55" EAST ALONG THE WEST LINE OF "H" STREET A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO SAVEWAY SUPER SERVICE STATIONS, INC BY DEED RECORDED MAY 16, 1961, AS DOCUMENT NO 240907, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE CONTINUNING NORTH 1°24'55" EAST A DISTANCE OF 25.02 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA TO INTERMOUNTAIN INVESTMENT CO. BY DEED RECORDED NOVEMBER 27, 1962, AS DOCUMENT NO. 324064, OFFICIAL RECORDS OF CLARK COUNTY NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 350.00 FEET TO A POINT; THENCE FROM A TANGENT WHOSE BEARING IS THE LAST DESCRIBED COURSE TURNING TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 110.00 FEET AND SUBTENDING A CENTRAL ANGEL OF 41°27'46" AN ARC LENGTH OF 79.60 FEET TO A POINT; THENCE ALONG A REVERSE TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 41°27'46" AN ARC LENGTH OF 65.13 FEET TO A POINT; THENCE NORTH 89°09'35" WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED CONVEYED PARCEL A DISTANCE OF 378.95 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 0.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY EDGAR GAMBARANA ET AL TO ROBERT J. GORDON BY DEED RECORDED JANUARY 28, 1963 AS DOCUMENT NO. 336155, OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING NORTH 89°09'35" WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°09'35" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST LINE OF "J" STREET; THENCE SOUTH 0°00'49" EAST ALONG THE EAST LINE OF SAID "J" STREET A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 69, PAGE 85) TO A POINT; THENCE SOUTH 89°09'35" EAST A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTH 0°00'49" WEST A DISTANCE OF 89.02 FEET (MEASURED BY RECORD OF SURVEY BOOK 69, PAGE 85) TO THE TRUE POINT OF BEGINNING.

EXHIBIT K
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

IRREVOCABLE ESCROW INSTRUCTIONS

_____, 201_

Nevada Title Company
_____
Las Vegas, Nevada 89___

Re: Escrow No. _____
Dear Sir or Madam:

JLC Nucleus, LLC (Developer”), one of the undersigned, has entered into that certain Disposition and Development Agreement with and effective date of _____, 2014, (“Agreement”), with the City of Las Vegas, Nevada (“City”), the other party to these instructions, providing for conveyance of a certain parcel of real property (“Property”).

The Property is the subject of this escrow, these Irrevocable Escrow Instructions, and is described in the accompanying Quitclaim Deed (“Quitclaim Deed”).

Section 6.7 of the Agreement provides that, at the time of conveyance of the Property, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions for the purpose of instructing you as to the disposition of the Quitclaim Deed.

In the event that you receive from the City a notice certifying that a copy of it said notice has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City’s remedy in Section 6.7 of the Agreement with respect to the Property and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of twenty (20) days after receipt of said notice record the Quitclaim Deed, provided, however, prior to recording the Quitclaim Deed you shall confirm that the Developer has received from the City the consideration required pursuant to the Agreement.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys’ fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of twenty (20) after receipt of

said notice return the Quitclaim Deed to the Developer, unless during the twenty (20) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the City's right to cause the Quitclaim Deed to be recorded has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Developer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the Property to the City and is not intended to terminate a security interest in the Property or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Approved as to form:

_____
Date

Attest: _____
Beverly K. Bridges, MMC City Clerk

JLC NUCLEUS, LLC

By: _____
_____, Manager

_____, on behalf of Nevada Title Company, hereby accepts and agrees to carry out these escrow instructions.

Nevada Title Company:

By:_____

Print Name: _____

Title: _____

Public Purpose/Impact Analysis

Title of Project: Nucleus Plaza Redevelopment Project

Project Description: Disposition and Development Agreement

Sponsor/Developer: City of Las Vegas

Assistance Provided by: Economic and Urban Development Department

Number of Direct Jobs Created: 50

Number of Indirect Jobs Created: 4.2

Pertinent Statutes Used for Public Purpose:

NRS 268.063

How the Project Benefits the Public:

The purpose of this Agreement is to effectuate job creation and economic benefit for the City. The parcel to be acquired by JLC Nevada Operations Inc (Buyer) is a city-owned property improved with a one-story, 33,720 square foot office building. Buyer will add new landscaping and improve existing landscaping; restripe the parking lot; update the exterior façade to a more contemporary design; add illuminated tenant storefront name signs; repaint the exterior façade; remove the bars on the windows of the Nevada State Welfare space; and improve the exterior lighting of the plaza and parking lot areas.

To address vacancy, new tenants from a variety of uses will be sought to increase the level of human activity and dining options in Nucleus Plaza. The buyer estimates 50-100 permanent jobs for local residents (50 jobs were used in the Economic Impact Analysis). There will be approximately 20-30 construction workers on site at all times during construction. The buyer will verify employment opportunities for city of Las Vegas residents via the standard reporting templates of the City of Las Vegas Economic Development Employment Plan.

The development of the Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements. The city believes the development of the project is likely (1) to encourage the creation of new business or spur other appropriate development; (2) increase levels of human activity in the area around the project; and (3) demonstrate greater social benefits to the community than would a similar set of improvements not supported by the city.

Private Investment:

JLC Nevada Operations Inc is responsible for a private investment of **$510,000** thousand dollars. The private investment is slated to finance the hard and soft costs for the redevelopment of the Western portion of Nucleus Plaza, currently owned by the City.

The above figure is in addition, to the private investment of **$615,000** thousand dollars JLC Nucleus Operations Inc will have already spent towards the redevelopment of the Eastern portion of Nucleus Plaza, currently under his ownership.

Public Investment:

JLC Nevada Operations Inc. is receiving a public benefit from the City of Las Vegas in the form of a below market sale price. Based on the higher of two appraisals (Lubawy - valued at $2,940,000, on 12-06-2013) the discount JLC Nevada Operations Inc will receive is **$815,640**. This represents the total public investment in the project.

To offset the difference in value, JLC Nucleus Operations Inc will contribute a significant financial investment into the redevelopment of the Eastern portion of Nucleus Plaza currently under his ownership; and subsequently into the Western portion of Nucleus Plaza after the close of escrow. The attraction of new tenants to fill vacant suites in Nucleus Plaza will fill service voids in the immediate neighborhood and will benefit the community to the degree which will offset the reduced sales price.

Quantitative Economic Benefits:

As a result of this project, the total economic impact to the City of Las Vegas is estimated at $3,234,296.00

Total Direct Economic Impact:

$2,124,816.00

Total Indirect Economic Impact:

$379,150.00

Total Induced Economic Impact:

$730,332.00

*Economic Impact results were determined using the IMPLAN software program.

Economic Impact Study Performed: Yes ☒ No ☐

Return on Investment Analysis Performed: Yes ☐ No ☒

Nucleus Plaza

Legend

139-21-803-008, commonly known as 1000 W. Owens
+/- 1.18 acres or 51,400 sf

139-21-806-001, commonly known as 900 W. Owens
+/- 1.45 acres or 63,162 sf

0 105 210 420 Feet

N
W E
S

03/26/2014

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - OVERSIGHT PANEL FOR SCHOOL FACILITIES - Councilman Bob Beers, Term Expiration 12-31-2013

Fiscal Impact

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

PURPOSE/BACKGROUND:
The 1997 State Legislature formed the Oversight Panel for School Facilities whose obligation it is to "review and approve or disapprove a request by the board of trustees of the school district for the issuance of general obligation bonds" for school construction (NRS 393.097). The law calls for a representative of the County Commission and each of the City Councils in Clark County to serve on this panel, along with five members appointed by the Board of School Trustees. Councilman Bob Beers has served as the City's representative on this Panel for one term, which expired on December 31, 2013, is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure to fill this seat is appointment by the Mayor with ratification by the City Council. Options are to reappoint Councilman Beers or appoint a new member of the Council to serve on the Oversight Panel for School Facilities.

BACKUP DOCUMENTATION:
Current Listing and Authority

4-4-2012

OVERSIGHT PANEL FOR SCHOOL FACILITIES

Member	Appt. Date	Exp./ Notes
Councilman Bob Beers	4-4-2012	12-31-2013

Authority: NRS 393.092; AB353

Term: 2-Year term begins on January 1 and ends on December 31 of the second year

Appointment: Committee consists of 11 members as follows:

Six members elected representatives of local government determined as follows:

1 member board of county commissioners appointed by a majority vote of the board of county commissioners

1 member of the governing body of each incorporated city in the county, each of whom is appointed by a majority vote of the governing body of which he is a member.

If the county and cities' membership is less than six, one additional member of the board of county commissioners and, if applicable, additional members of the governing bodies of incorporated cities in the county, appointed as above, until six members have been appointed. If this membership would result in an unequal number of representatives among the incorporated cities, the membership of the incorporated cities on the panel must be rotated and the board of county commissioners shall draw lots to determine which city of cities will be first represented, which next, and so on.

Five members board of trustees of the County School District according to specific criteria set forth in Section 6 of AB353.

After the initial terms, the term of each member of this panel is 2 years; members are eligible for reappointment.

Purpose: On or before July 1 of each even-numbered year, the Oversight Panel is mandated to submit to the director of the Legislative Counsel Bureau for transmittal to the next regular session of the legislature written recommendations for financing the cost of new construction, design, maintenance and repair of school facilities. In addition, the Oversight Panel shall review and approve or disapprove a request by the Board of Trustees of the School District for the issuance of General Obligation Bonds pursuant to Subsection 4 of NRS 350.020.

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - HISTORIC PRESERVATION COMMISSION - Claytee White, Term Expiration 5-17-2014

Fiscal Impact

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

PURPOSE/BACKGROUND:
Ms. White represents one of the Category 7, Members-At-Large seats. Terms are for four years, with no limit to the number of terms that may be served. Both members are eligible and wish to be reappointed.

RECOMMENDATION:
Procedure for this Commission requires appointment by the City Council. Options are: Reappoint Ms. White to the Members-At-Large category OR Appoint a new member to fill one Members-At-Large seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Flinn Fagg, Director of Planning

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 – Experienced in Architecture		
KLENK, PATRICK J.	4/27/1998 **(Reappt. 12/5/01)** **(Reappt. 3/3/10)**	12/31/2017 **(Reappt. 12/7/05)** **(Reappt. 12/4/13)**
CATEGORY 2 – Experienced in Urban Design or Planning		
SERFAS, RICHARD	12/19/2012 **(Reappt. 3/19/14)**	3/23/2018
CATEGORY 3 – Experienced in Building Construction		
HOTCHKISS JR., DONALD L.	11/2/2011 **(Reappt. 12/4/13)**	9/19/2017
CATEGORY 4 –Experienced in Real Estate Profession		
LeVINE, JACK	3/2/2011	3/8/2015
CATEGORY 5 – Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group		
STOLDAL, BOB	4/27/1998 **(Reappt/Reassigned from Cat 7 - 3/3/2010)** **(Reappt. 12/4/13)**	12/31/2017
CATEGORY 6 – Experienced in Nevada History		
WRIGHT, DOROTHY	3/24/1997 **(Reappt. 3/7/01)** **(Reappt. 3/4/09)**	3/24/2017 **(Reappt. 3/2/05)** **(Reappt. 2/20/13)**
CATEGORY 7 – All Members in Category 7 Serve as Members-at-Large until they represent a Historic District Designation. When they represent a designated Historic District, they must either own property or reside within that District.		
HAUSCH, MARY John S. Park Historic District Designation	2/24/1997 **(Eff. 3/6/1997)** **(Reappt. 3/7/01)** **(Reappt. 3/4/09)**	3/6/2017 **(Reappt. 3/2/05)** **(Reappt. 2/20/13)**
WHITE, CLAYTEE (Historic Preservation Commission appointment recommendation)	5/17/2006 **(Reapp. 5-5-2010)**	5/17/2014
BELLIS, ROBERT	3/8/2001 **(Eff. 3/23/2001)** **(Reappt. 3/20/02) (Reappt. 3/15/06)** **(Reappt. 3/3/2010) (Reappt. 3/19/14)**	3/23/2018
McMILLAN-ARNOLD, JARMILLA	3/2/2011	3/6/2015
CATEGORY 8 – Director of Planning Department or Director's Designee, City of Las Vegas		
MOONEY, COURTNEY (**Designee**)		
CATEGORY 9 – Director of the Nevada State Museum & Historical Society or other Designee of State Historic Preservation Office		
MILLMAN, DAVID **(Director)**		

CATEGORY 10 - ARCHEOLOGICAL PROFESSION

BECK, COLLEEN M. 6/15/2011 6/15/2015

AUTHORITY: Created by Ord. 3557, Bill 90-39, adopted 2-20-91;
Replaced by Ord. 5043, Bill 97-95, adopted 12-15-97;
Amended by Ord. 5049, Bill 98-9, adopted 2-9-98;
Amended by Ord. 5267, Bill 2000-79, adopted 11-1-2000;
Impacted by Ord. 5346, Bill 2001-70, adopted 8-1-2001 (Relating to Ethics);
Amended by Ord. 5474, Bill 2005-2, adopted 2-2-2005 (eliminates the term limits of voting members of this committee)
Amended by Ord. 6079, Bill No. 2010-4, adopted 2-17-2010 (created a new Category 10, reduced Category 7 from 5 members to 4 and made other changes.

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members - 11 members appointed by the City Council; and two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (After historic district designation, shall be filled by a person owning property and residing within the historic district if a person so qualified is available to serve. If no such person is available, a person who owns real property within the historic district may fill that position if a person so qualified is available to serve. If no such person is available to serve, any person may fill that position. If more than four historic districts have been designated as such pursuant to this subchapter, the City Council shall determine which four of the historic districts are to be represented on the HPC.)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:00 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

NOTE: Six (6 Members) of the Commission constitute a quorum for the purpose of conducting business. A majority vote of members present, and voting, shall be necessary to approve any item of business. Any member shall have the right to make a motion except the Chair.

Memorandum

City of Las Vegas
Planning & Development

To: Beverly K. Bridges, City Clerk

From: Flinn Fagg, Director, Department of Planning FF

CC: Courtney Mooney, Urban Design Coordinator, Department of Planning

Date: April 17, 2014

Re: HPC Appointments

The following member's terms of office for the city of Las Vegas Historic Preservation Commission are scheduled to expire:

Claytee White, Member-At-Large, expires on May 17, 2014. Ms. White was appointed as Commission Vice Chair on January 22, 2014. Ms. White is eligible for reappointment and has expressed a desire to be reappointed.

Terms are 4 years, with no limit to the number of terms.

Staff has reviewed the board interest forms and recommends Vice Chair White be reinstated in her current category.

Should you need additional information, please contact Courtney Mooney at 229-5260.

FF: cm

RECEIVED
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City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - AUDIT OVERSIGHT COMMITTEE -Paul Workman, Term Expires 8-18-2014 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. There is no City residency requirement and no limit to the number of two year terms which may be served. Member Workman was originally appointed as a community-at-large member in September of 2002. He resigned effective March of 2014.

RECOMMENDATION:
Procedure for this Committee requires appointment/reappointment by the Mayor with ratification by the City Council. A new community-at-large member must be appointed to replace Mr. Workman.

BACKUP DOCUMENTATION:
Current Listing and Authority

4/1/2014

AUDIT OVERSIGHT COMMITTEE

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1) COUNCILMAN BOB COFFIN	6/5/2013	6/5/2015
2) COUNCILWOMAN LOIS TARKANIAN	1/21/2009 **(Reapp. 1/19/2011)**	1/21/2015 **(Reapp. 1/9/2013)**
3) VACANT		
4) BERNETTA STEBRITZ Director of Business & Finance The Meadows School	8/1/2012 **(Effective 8/18/2012)**	8/18/2014
5) CRAIG M. ROSEVEAR, CPA Caesars Entertainment Corporation	9/5/2012	9/5/2014

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98). (By-Laws Amended 8/17/2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council (Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms. Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-20 - For Possible Action - Annexation No. ANX-52272 - Property location: 3013 Coran Lane; Petitioned by: Enzo Foundation Trust; Acreage: 1.97 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 at 3013 Coran Lane. 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 (May 16, 2014) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 5/07/2014 City Council meeting pursuant to the 4/14/2014 Recommending Committee meeting

First Reading – 4/02/2014; First Publication – 4/17/2014

BACKUP DOCUMENTATION:
Bill No. 2014-20 and location map

BILL NO. 2014-20

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-52272)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described generally as located at 3013 Coran Lane.

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:

> That portion of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 South, Range 61 East M.D.M., County of Clark State of Nevada, being PARCEL 1 and PARCEL 2 as shown on QUIT CLAIM DEED recorded in Book 20080107 as Instrument Number 01114 of Clark County Nevada records, together with the adjacent 25 foot half street right of way of CORAN LANE described as follows:
>
> Commencing at the center quarter section corner of said Section 20; thence along the north line of said North Half (N 1/2) and the centerline of CORAN LANE, South 89°49'30" West 326.00 feet to the Point of Beginning; thence departing said north line, South 00°09'42" East 661.91 feet to the south line of said North Half

(N 1/2); thence along said south line South 89°55'59" West 130.00 feet to the southwest corner of PARCEL 2 of said QUIT CLAIM DEED; thence North 00°09'42" West 661.67 feet to the north line of said North Half (N 1/2); thence along said north line and the centerline of CORAN LANE, North 89°49'30" East 130.00 feet to the Point of Beginning.

BASIS OF BEARINGS: North 89°49'30" East being the north line of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 South, Range 61 East M.D.M., as shown on Record of Survey in File 78, Page 87 of Clark County, Nevada Records.

Prepared by:
Brian Yu, PLS
Dept. of Operation and Maintenance,
Right-of-Way,
City of Las Vegas,
333 N. Rancho Drive, 8th Floor,
Las Vegas, NV 89106
byu@lasvegasnevada.gov

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 16th day of May, 2014, 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 16th day of May, 2014, 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 16th day of May, 2014.

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 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 9: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-18-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, 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": _____

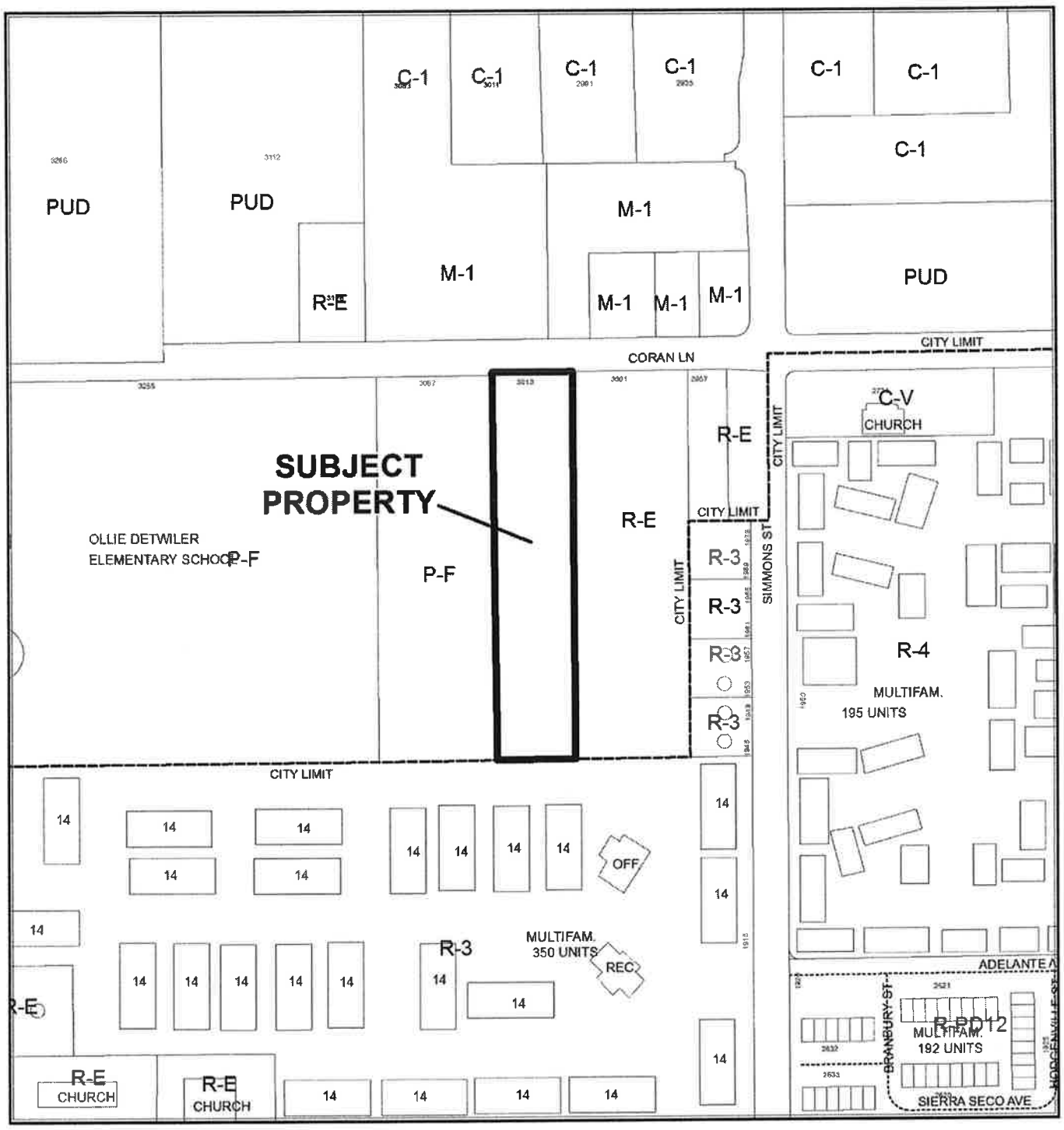
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: ANX-52272

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-21 - For Possible Action - Amends the Unified Development Code to provide that mixed-use development is allowed in the C-PB Zoning District by means of special use permit. (TXT-52680) 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 amend the Unified Development Code to provide that mixed-use development is allowed in the C-PB Zoning District by means of special use permit. Previous ordinances had either allowed or contemplated that result, but the latest adoption of the Code did not include specific language to that effect. This bill is a housekeeping measure to correct the oversight.

RECOMMENDATION:
ADOPTION at the 5/07/2014 City Council meeting pursuant to the 4/14/2014 Recommending Committee meeting

First Reading – 4/02/2014; First Publication – 4/17/2014

BACKUP DOCUMENTATION:
Bill No. 2014-21

BILL NO. 2014-21

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO PROVIDE THAT MIXED-USE DEVELOPMENT IS ALLOWED IN THE C-PB ZONING DISTRICT BY MEANS OF SPECIAL USE PERMIT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Amends the Unified Development Code to provide that mixed-use development is allowed in the C-PB Zoning District by means of special use permit.

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

SECTION 1: Ordinance No. 6289 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 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended to indicate that mixed-used development is permitted by means of special use permit in the C-PB Zoning District. In order to reflect the amendment, the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Mixed-Use" and the column for the C-PB Zoning District.

SECTION 3: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Mixed-Use" so that the Minimum Special Use Permit Requirements for the use read as follows:

Minimum Special Use Permit Requirements:

1. Residential uses permitted as of right in the R-3 and R-4 Zoning Districts may be permitted by means of a Special Use Permit within a P-O, [or] O <u>or C-PB</u> Zoning District.

2. Nonresidential uses permitted as of right in the P-O, O and C-1 Zoning [District] <u>Districts</u> may be permitted by means of a Special Use Permit within an R-3 or R-4 Zoning District.

3. Commercial uses or civic uses shall at a minimum be located at the ground level fronting the primary public rights-of-way and may extend beyond the ground floor. The principal entryway to access those uses, whether individually or collectively, shall be directly accessed from and oriented to the public sidewalk.

4. Residential uses shall not be permitted on the ground floor fronting on primary public rights-of-way, but may be located at or above the second level of the building. Residential uses may be located on the ground floor of any building or portion thereof that is located at the interior of the development site and does not front on an arterial or collector street.

5. Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08. Parking structures shall not be located along the street frontages of the development site, but shall be screened from view of the adjacent rights-of-way by the principal building(s).

SECTION 4: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010 and 19.12.070 are deemed to be subchapters rather than sections.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 and 3 of this Ordinance.

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

. . .

. . .

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-18-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, 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.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2014-22 - For Possible Action - Prohibits auto repair facilities from using residential streets for the test-driving of residential vehicles, except under specified circumstances. (TXT-48318) Sponsored by: Councilman Steven D. Ross [NOTE: The item should read "customer vehicles", not "residential vehicles"]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will prohibit auto repair facilities from using residential streets for the test-driving of ~~residential vehicles~~, customer vehicles, except under specified circumstances. The general prohibition and exceptions parallel those that already exist regarding the test-driving of vehicles in connection with vehicle dealerships. The bill is intended to help protect residential neighborhoods from unnecessary traffic of that nature, while at the same time providing repair facilities flexibility in meeting their test-driving needs.

RECOMMENDATION:
ADOPTION at the 5/07/2014 City Council meeting pursuant to the 4/14/2014 Recommending Committee meeting

First Reading – 4/02/2014; First Publication – 4/17/2014

BACKUP DOCUMENTATION:
Bill No. 2014-22

BILL NO. 2014-22
ORDINANCE NO. _____

AN ORDINANCE TO PROHIBIT AUTO REPAIR FACILITIES FROM USING RESIDENTIAL STREETS FOR THE TEST-DRIVING OF CUSTOMER VEHICLES, EXCEPT UNDER SPECIFIED CIRCUMSTANCES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Prohibits auto repair facilities from using residential streets for the test-driving of customer vehicles, except under specified circumstances.

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

SECTION 1: Title 11, Chapter 22, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.22.160: (A) Except as otherwise provided in this Section, it is unlawful for:

(1) A customer or potential customer of a motor vehicle dealership to test-drive a vehicle on a residential street; [or]

(2) An employee of a motor vehicle dealership to allow a customer or potential customer of the dealership to test-drive a vehicle on a residential street[.]; or

(3) A principal or employee of an auto repair facility to test-drive a customer's vehicle on a residential street.

(B) The prohibitions contained in Subsection (A) of this Section do not apply to the test-driving of a vehicle on a residential street if the test-driving of vehicles on that particular street by customers or potential customers of a motor vehicle dealership, or by principals or employees of an auto repair facility, has been approved by the Department of Planning [and Development Department] in connection with the Department's approval of a test-driving plan submitted by that dealership[.] or auto repair facility.

(C) For purposes of this Section:

(1) "Residential street" means a street within a residential area that has a right

of-way width of less than eighty feet.

(2) "Test-drive a vehicle," with respect to a customer, potential customer, or employee of a motor vehicle dealership, means to test-drive a vehicle that is being offered for sale or lease by that dealership.

(3) "Test-drive a vehicle," with respect to a principal or employee of an auto repair facility, means to test-drive a customer vehicle.

[(3)] (4) "Test-drive a vehicle on a residential street" does not include the necessary use of a residential street to gain access to, or return to, a street that is not a residential street, provided that travel on the residential street for that limited purpose does not exceed a speed of fifteen miles per hour.

(D) A dealership whose employees allow customers or potential customers of the dealership to test-drive vehicles on a residential street in violation of this Section, or in violation of an approved test-driving plan, is subject to disciplinary action against the dealership's business license, as well as action to revoke **[a]** any associated Special Use Permit or Site Development Plan.

(E) An auto repair facility whose principals or employees test-drive vehicles on a residential street in violation of this Section, or in violation of an approved test-driving plan, is subject to disciplinary action against the facility's business license, as well as action to revoke any associated Special Use Permit or Site Development Plan.

SECTION 2: Ordinance No. 6289 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 3 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6190 and the Unified Development Code adopted as Title 19.

SECTION 3: Title 19, Chapter 12, Section 130, is hereby amended to read as follows:

19.12.130: [Motor Vehicle Dealerships,] Test Driving Route Plans–Motor Vehicle Dealerships and Auto Repair Garages

A. In order to facilitate the enforcement of LVMC 11.22.160, each [motor vehicle dealership within the City that is engaged in Motor Vehicle Sales (New) or Motor Vehicle Sales (Used)] of

the following businesses within the City shall file with the Department, for administrative approval, a test-driving plan [showing which streets are proposed to be used for the test-driving of vehicles by customers and potential customers of that dealership. This requirement] in accordance with Subsection (B) of this Section:

1. A motor vehicle dealership that is engaged in Motor Vehicle Sales (New) or Motor Vehicle Sales (Used); and

2. An auto repair garage business that is engaged in Auto Repair (Major) or Auto Repair (Minor).

B. The test-driving plan for a motor vehicle dealership shall show which streets are proposed to be used for the test-driving of vehicles by customers and potential customers of that dealership. The test-driving plan for an auto repair garage business shall show which streets are proposed to be used for the test-driving of vehicles by principals or employees of that business.

C. The requirements of Subsections (A) and (B) of this Section shall be considered to have been satisfied by new or existing dealerships or auto repair garage businesses that file such a plan in connection with a condition of zoning approval. For other new or existing dealerships[,] or auto repair garage businesses, the requirement must be satisfied within six months after notice from the City to file such a plan. Any changes to an approved plan must be submitted to and approved by the Department.

D. The failure of a dealership or auto repair garage business to comply with the provisions of the Section shall be grounds for disciplinary action against the [dealership's] business license[.] of the dealership or auto repair garage business.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 and 3 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: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-18-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, 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.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2014-24 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2015) Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July, 2014 through June, 2015.

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. 2014-24

BILL NO. 2014-24

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2015); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2015) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2015 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which, $ -0- is available from other sources and of which $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter the "Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 2, 2014, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 2, 2014, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on March 5, 2014; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 2, 2014, of the filing of the final assessment roll in her office, of the date of

filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2015) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2015) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost of the Maintenance Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Maintenance Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2015) Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2015) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2015) including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for

those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 5, 2014, and as modified and confirmed by the District No. 1485 (FY2015) Assessment Protest Resolution duly adopted by the City Council on April 16, 2014.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2014, October 1, 2014, January 1, 2015 and April 1, 2015. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had

not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 25, 2014) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the

City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.625. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk of the City. In accordance with NRS 271.390(2) the City Clerk or Deputy City Clerk shall also give written notice of the levying of the

assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2015)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2015) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 21, 2014. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2015)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 24, 2014, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2014, October 1, 2014, January 1, 2015, and April 1, 2015. Failure to pay any assessment installment when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal will, after such delinquency, whether the City's option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all

delinquent installments originally becoming due on or before the date of payment, and all penalty interest accrued, and will thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 25, 2014, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 21, 2014.

BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 21, 2014, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2015) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 16th of April, 2014, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 21st of May, 2014.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2015); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 16, 2014, and was passed at a regular meeting held on May 21, 2014, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 25, 2014, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 21st of May, 2014.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced April 16, 2014, PASSED, ADOPTED AND APPROVED May 21, 2014.

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

3/31/14
Date Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 16, 2014, and finally adopted and approved on May 21, 2014.

2. The following members of the City Council were present at the April 16, 2014, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 16, 2014, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 21, 2014, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 21, 2014, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 16, 2014, and May 21, 2014. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 16, 2014, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 21, 2014, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of filing of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 21, 2014.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 16, 2014 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 21, 2014 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2014-25 - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2015 (Las Vegas Boulevard to 8th Street) Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
The District provides annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape, street and neon sign maintenance, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of SID 1516 from July 1, 2014 through June 30, 2015. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

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. 2014-25

BILL NO. 2014-25

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2015 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2015 (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project for FY2015 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402, of which $-0- is available from other sources and $252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last

known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the City Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 2, 2014, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 2, 2014 at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 5, 2014; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 2, 2014, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 (FY2015) Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 (FY2015) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 (FY2015) Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 (FY2015) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 5, 2014, and as modified and confirmed by the District No. 1516 (FY2015) Assessment Protest Resolution duly adopted by the City Council on April 16, 2014.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2014, October 1, 2014, January 1, 2015 and April 1, 2015. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 25, 2014) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council.

The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2015 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 (FY2015) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 21, 2014. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2015 (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2014, October 1, 2014, January 1 , 2015 and April 1, 2015. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the

term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 25, 2014 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 21, 2014.

Beverly K. Bridges, MMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 21, 2014, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2015 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 16th day of April, 2014, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 21st day of May, 2014.

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2015 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 16, 2014, and was passed at a regular meeting held on May 21, 2014, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye: Carolyn G. Goodman
Stavros S. Anthony
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Bob Coffin
Bob Beers

Those Voting Nay: _____
_____

Those Absent: _____
_____

This Ordinance shall be in full force and effect from and after May 25, 2014, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 21st day of May, 2014.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES, MMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED April 16, 2014, PASSED, ADOPTED AND APPROVED May 21, 2014.

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

3/31/14

Date Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on April 16, 2014 and finally adopted and approved on May 21, 2014.

2. The following members of the City Council were present at the April 16, 2014 meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 16, 2014, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 21, 2014, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 21, 2014, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 16, 2014 and May 21, 2014. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 16, 2014, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 21, 2014, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of filing of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public

meeting, and any other supporting materials provided to the members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 21, 2014.

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 16, 2014 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 21, 2014 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2014-26 - Annexation No. ANX-52941 - Property location: 6131 Rio Vista Street; Petitioned by: Michael Baig, Acreage: 1.56 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

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 at 6131 Rio Vista Street. 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 (June 13, 2014) 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. 2014-26 and Location Map

BILL NO. 2014-26

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-52941)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at 6131 Rio Vista Street.

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:

> That portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 19 South, Range 60 East M.D.M., County of Clark, State of Nevada, being LOT 63, LOT 64 and LOT 65 in Block 3 of TROPICAL PARK SUBDIVISION as shown on Book 3 of Plats, Page 98 of Clark County Nevada records, together with the adjoining 25 foot half street right of way of Rio Vista Street described as follows:
>
> Commencing at the centerline intersection of Tropical Parkway and Rio Vista Street, said intersection also being the center east one sixteenth section corner of

said Section 27; thence along the centerline of said Rio Vista Street, North 0°51'09" East 561.04 feet; thence departing said centerline, North 86°19'48" West 25.03 feet to the west right of way of said Rio Vista Street at the southeast corner of said LOT 63; thence continuing North 86°19'48" West 193.56 feet along the south line of said LOT 63 to the southwest corner of said LOT 63; thence along the west line of said LOT 63, LOT 64 and LOT 65, North 0°52'51" East 312.60 feet to the northwest corner of said LOT 65; thence along the north line of said LOT 65, South 86°19'48" East 193.40 feet to the northeast corner of said LOT 65 at said west right of way; thence continuing South 86°19'48" East 25.03 feet to the centerline of said Rio Vista Street; thence along said centerline, South 0°51'09" West 312.60 feet to the Point of Beginning.

BASIS OF BEARINGS: North 0°51'09" East being the east line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 19 South, Range 60 East M.D.M., as shown on Book 3 of Plats, Page 98 of Clark County, Nevada Records.

Prepared by:
Brian Yu, PLS
Dept. of Operation and Maintenance,
Right-of-Way,
City of Las Vegas,
333 N. Rancho Drive, 8th Floor,
Las Vegas, NV 89106
byu@lasvegasnevada.gov

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 13th day of June, 2014, 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 13th day of June, 2014, 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 13th day of June, 2014.

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 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 9: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-21-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, 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": _____

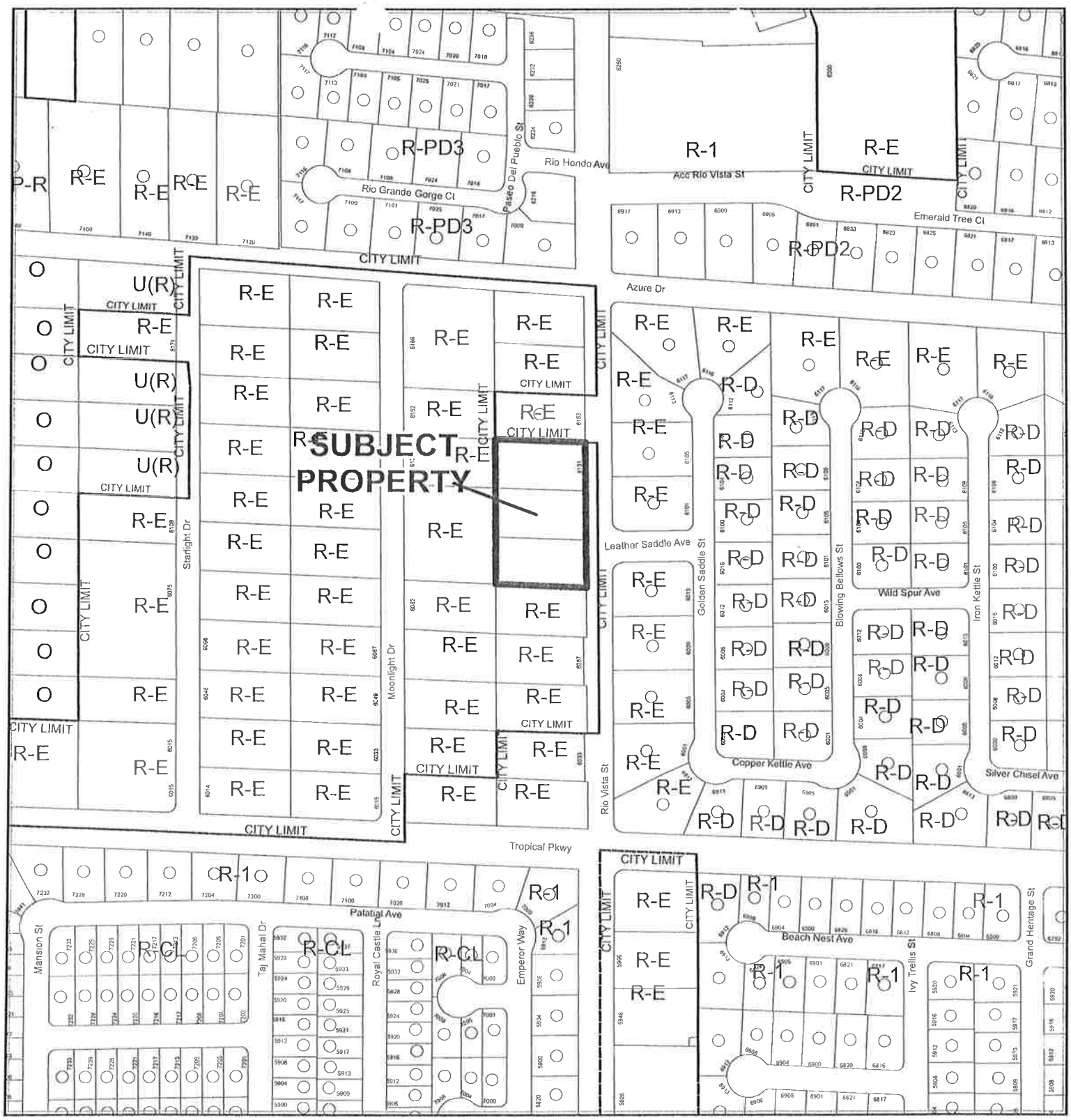
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



CASE: **ANX-52941 (PRJ-52797)**

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City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2014-27 - Amends the conditional use regulations regarding sexually oriented businesses to extend to 18 months the period of time within which to obtain a building permit to reestablish and continue the use when a use has been discontinued under certain circumstances. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
Under existing provisions of the Unified Development Code, the nonconforming use of a sexually oriented business that has been discontinued for purposes of expansion, enlargement or alteration loses its ability to continue unless a building permit to reestablish and continue the use is obtained within 6 months after the use was discontinued. This bill will extend that period to 18 months, and will also authorize the application of that provision to uses that were discontinued in connection with a foreclosure proceeding.

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. 2014-27

BILL NO. 2014-27

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CONDITIONAL USE REGULATIONS REGARDING SEXUALLY ORIENTED BUSINESSES TO EXTEND TO 18 MONTHS THE PERIOD OF TIME WITHIN WHICH TO OBTAIN A BUILDING PERMIT TO REESTABLISH AND CONTINUE THE USE WHEN THE USE HAS BEEN DISCONTINUED UNDER CERTAIN CIRCUMSTANCES; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends the conditional use regulations regarding sexually oriented businesses to extend to 18 months the period of time within which to obtain a building permit to reestablish and continue the use when a use has been discontinued under certain circumstances.

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

SECTION 1: The Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Sexually Oriented Business" so that Conditional Use Regulation 6 reads as follows:

6. The provisions of Regulation 4 and the provisions of Chapter [19.16] 19.14 that prohibit the expansion, enlargement or alteration of an existing use as described in those provisions shall not apply to an existing nude show located within the Downtown Centennial Plan area, as described in Ordinance No. 6051 and as amended from time to time, but only if and to the extent that the following conditions are met:

a. Any expansion, enlargement or alteration, including all required on-site parking, must be contained entirely on the same legally-created parcel on which the use presently exists.

b. The expansion, enlargement or alteration must be approved by means of a Major Site Development Review pursuant to LVMC 19.16.100(G)[.], unless that requirement is waived by the Director.

c. Except as otherwise provided in Paragraph (d), the discontinuation and abandonment

provisions of LVMC 19.14.030(A) shall continue to apply.

d. For a use that is discontinued for purposes of expansion, enlargement or alteration, or in connection with a foreclosure proceeding, the use shall not be considered terminated or abandoned. However, the building permit [for] or permits necessary to accomplish such expansion, enlargement or alteration must be obtained within [6] 18 months after operations cease and the [permit] permits must be exercised completely before [the permit expires.] they expire. Otherwise, the use shall be deemed abandoned, the nonconforming status lost, and the future use of the property must comply with current zoning requirements.

e. For purposes of this Regulation 6, the expansion, enlargement or alteration of a use includes the rebuilding or replacement of the building or buildings associated with the use.

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 amendment set forth in Section 2 of this Ordinance.

SECTION 5: The City Council recognizes that there are various City ordinance provisions pertaining to nonconforming uses, particularly regarding sexually oriented business, and that the provisions operate independently and, when applied, could lead to conflicting results. It is the intent of the Council that the benefits intended to be made available by means of this Ordinance should not be limited by the strict application of other nonconforming use provisions that in the future might be identified and invoked in a way that would limit the application of this Ordinance. Therefore, the enabling provisions of this Ordinance shall control over any such other provisions to the extent of any conflict or inconsistency.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph,

sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-21-14
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, 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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2014-28 - Establishes the "Residential Small Lot" Zoning District and standards pertaining thereto, and corrects entries regarding the R-CL Zoning District. (TXT-51220)
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 establish the "Residential Small Lot" (R-SL) Zoning District and standards pertaining thereto. The R-SL District is intended to provide for the gap in development type and standards between the R-1 and R-CL Districts. The bill will also correct Code entries regarding the R-CL Zoning District.

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. 2014-28

BILL NO. 2014-28

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH THE "RESIDENTIAL SMALL LOT" ZONING DISTRICT AND STANDARDS PERTAINING THERETO, CORRECT ENTRIES REGARDING THE R-CL ZONING DISTRICT, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Establishes the "Residential Small Lot" Zoning District and standards pertaining thereto, and corrects entries regarding the R-CL Zoning District.

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

SECTION 1: Ordinance No. 6289 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 15, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 00, Section 100, Subsection (B), Paragraph (1), is hereby amended by adding to the table therein, at the appropriate locations, an entry for the use "Residential Small Lot," together with its corresponding abbreviation of "R-SL" and the appropriate page entry for the location of the district purpose.

SECTION 3: Title 19, Chapter 4, Section 40, Subsection (B), Paragraph (2), in that portion that precedes Subparagraphs (a) and (b), is hereby amended to read as follows:

2. The minimum required Connectivity Ratio is 1.30 (links/nodes) for all development in R-D, R-1, <u>R-SL,</u> R-MH, R-CL, R-TH, R-2, R-3 and R-4 zoning districts. The Connectivity Ratio required for multi-family residential developments will be determined by the Director, with advice from the Director of Public Works, based on the proposed site layout.

SECTION 4: Title 19, Chapter 4, Section 160, is hereby amended by amending Table 1 therein to add an entry for the R-SL District as set forth in the two-page document that is attached to this Ordinance as Exhibit A.

SECTION 5: Title 19, Chapter 6, Section 40, Subsection (I), Paragraph (1), Subparagraph (a), is hereby amended to read as follows:

a. All property to be developed for multi-family residential or nonresidential use that is located adjacent to property which is zoned R-E, R-D, R-1, R-SL or R-CL, unless such adjacent property is developed with a nonresidential use, shall conform to the residential adjacency standards set forth in this Subsection.

SECTION 6: Title 19, Chapter 6, is hereby amended by adding thereto a new section, designated as Section 75, consisting of the provisions set forth in the four-page document that is attached to this Ordinance as Exhibit B.

SECTION 7: Title 19, Chapter 6, Section 140, Subsection (F), is hereby amended by amending Tables 1 to 11, inclusive, and 13, as those tables appear in Paragraphs (5) to (15), inclusive, and (17) to:

(A) Add the R-SL District to each list of districts, so that it appears in between the R-1 and R-CL Districts; and

(B) Make applicable to the R-SL District the same standards as are set forth for the R-CL District.

SECTION 8: Title 19, Chapter 8, Section 40, Subsection (H), Paragraph (1), Subparagraph (a), is hereby amended to read as follows:

a. All property to be developed for nonresidential or multi-family use that is located adjacent to property which is zoned R-E, R-D, R-1, R-SL or R-CL, unless such adjacent property is developed with a nonresidential use, shall conform to the residential adjacency standards set forth in this Subsection.

SECTION 9: Title 19, Chapter 10, Section 20, Subsection (E), Paragraph (2), is hereby amended to read as follows:

2. In addition to the standards established above, property in the C-V District adjacent to residential uses in the U, R-E, R-D, R-1, R-SL, R-CL and R-2 Districts shall be subject to the height standards of LVMC 19.06.060, the landscape buffer standards of LVMC 19.08.040(F) and Table 4 of LVMC 19.08.050, and the parking standards of LVMC 19.08.110.

SECTION 10: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by adding thereto a new column indicating the various uses that are permitted in the R-SL Zoning District, whether as a matter of right, conditionally or by means of special use permit. That new column shall read as is set forth in the seven-page document attached to this Ordinance as Exhibit C, with the new entries being underscored.

SECTION 11: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended to indicate that the use" Single Family, Detached" is a permitted use in the R-CL Zoning District. In order to reflect the amendment, the letter "P" shall be inserted in the box that represents the intersection of the row for the use "Single Family, Detached" and the column for the R-CL Zoning District.

SECTION 12: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended to indicate that the use" Single Family, Attached" is not a permitted use in the R-CL Zoning District. In order to reflect the amendment, the letter "P" shall be removed from the box that represents the intersection of the row for the use "Single Family, Attached" and the column for the R-CL Zoning District.

SECTION 13: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auto Dealer Inventory Storage" so that the Conditional Use Regulations for that use read as follows:

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 a.m. and 10:00 p.m.
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.

8. The use shall not be located adjacent to any property zoned R-E, R-D, R-1, R-SL or R-CL unless that property has been developed with a nonresidential use.

SECTION 14: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Auto Repair Garage, Major" so that the Conditional Use Regulations for that use read as follows:

Conditional Use Regulations:

1. All repair and service work shall be performed within a completely enclosed building.

2. 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.

3. Outdoor hoists are prohibited.

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.

5. No vehicle may be parked on the premises for the purpose of offering the vehicle for sale.

6. Outdoor bells and loudspeakers are prohibited.

7. This use shall not be located adjacent to any property zoned R-E, R-D, R-1, R-SL or R-CL unless that property has been developed with a nonresidential use. (C-2 only)

SECTION 15: For purposes of Section 2.100(3) of the City Charter, LVMC 19.00.100, 19.04.040, 19.04.160, 19.06.040, 19.06.140, 19.08.040, 19.10.020, 19.12.010 and 19.12.070 are deemed to be subchapters rather than sections.

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

SECTION 17: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-21-14
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, 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.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2014-29 - An ordinance clarifying LVMC Title 6 rules regarding the sale, packaging and advertising of alcoholic beverages by package and off-sale liquor licensees on or adjacent to the LVMC Chapter 11.68 pedestrian mall, clarifying LVMC Title 6 rules regarding the sale of package liquor by tavern licensees, prohibiting the issuance of any new LVMC Title 6 package liquor licenses and LVMC Title 19 land use entitlements for package liquor on or adjacent to the pedestrian mall on a retroactive basis. Sponsored by: Mayor Carolyn G. Goodman.

Fiscal Impact

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

PURPOSE/BACKGROUND:
This ordinance will act to prohibit the acceptance and consideration of Title 6 liquor licenses and Title 19 land use entitlement requests for off sale/package liquor at establishments on or adjacent to the pedestrian mall as defined by LVMC 11.68, adds new regulations regarding the sale of alcoholic beverages at any existing establishments along such pedestrian mall pursuant to a package license, and clarifies that establishments that sell alcoholic beverages pursuant to a tavern license may only sell alcohol off-sale from behind the bar or storeroom.

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. 2014-29

BILL NO. 2014-29

ORDINANCE NO. _____

AN ORDINANCE CLARIFYING LVMC TITLE SIX RULES REGARDING THE SALE, PACKAGING AND ADVERTISING OF ALCOHOLIC BEVERAGES BY PACKAGE AND OFF-SALE LIQUOR LICENSEES ON OR ADJACENT TO THE LVMC 11.68 PEDESTRIAN MALL, CLARIFYING LVMC TITLE SIX RULES REGARDING THE SALE OF PACKAGE LIQUOR BY TAVERN LICENSEES AND PROHIBITING THE ISSUANCE OF ANY NEW LVMC TITLE SIX PACKAGE LIQUOR LICENSES AND LVMC TITLE NINETEEN LAND USE ENTITLEMENTS FOR PACKAGE LIQUOR ON OR ADJACENT TO THE LVMC 11.68 PEDESTRIAN MALL ON A RETROACTIVE BASIS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Carolyn G. Goodman, Mayor

Summary: An ordinance to clarify LVMC Title six rules regarding the sale, packaging and advertising of alcoholic beverages by package and off-sale liquor licensees on or adjacent to the LVMC 11.68 pedestrian mall, to clarify LVMC Title six rules regarding the sale of package liquor by tavern licensees, to prohibit the issuance of any new LVMC Title 6 package liquor licenses and LVMC Title 19 land use entitlements for package liquor on or adjacent to the LVMC 11.68 pedestrian mall on a retroactive basis.

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

SECTION 1: Title 6, Chapter 50, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.170: (A) A package license authorizes the sale, to consumers only and not for resale, of alcoholic beverages, in original sealed or corked containers, for consumption off the premises where the same are sold. In addition, a liquor store that holds a package license may provide on-premises wine, beer, cordial and liqueur tasting, but only if the licensee also holds an ancillary license for such location.

(B) Nothing in this Chapter prohibits a minor from entering or remaining in a liquor store that holds a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

(C) Nothing in this Section prohibits the holder of a package license from dispensing

beer or cider in a container sold or provided by a licensee, or a sanitary container provided by the customer, with a maximum capacity which does not exceed one gallon subject to the following conditions:

(1) The licensee or the licensee's employee fills the container at the time of sale;

(2) The container is sealed with a plastic adhesive or tamper-evident seal; and

(3) The beer or cider is not consumed on the licensee's premises.

(D) No person is entitled to apply for consideration or issuance of a package liquor license for any establishment located on or adjacent to a pedestrian mall.

SECTION 2: Title 6, Chapter 50, Section 240, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.240: A tavern license authorizes the sale of alcoholic beverages for consumption on the premises where the same are sold, and authorizes the sale, to consumers only and not for resale, of alcoholic beverages, in original sealed or corked containers from behind a bar or from a storeroom only, for consumption off the premises where the same are sold. A tavern licensee may not display or advertise such liquor for off-sale purchase by patrons, and any sales must be incidental to the on-premise sale and consumption of alcoholic beverages.

SECTION 3: Title 6, Chapter 50, Section 255, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.255: An urban lounge license authorizes the sale of alcoholic beverages for consumption on the premises where the same are sold only, and the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers from behind a bar or from a storeroom only, for consumption off the premises where the same are sold. An urban lounge licensee may not display or advertise such liquor for off-sale purchase by patrons, and any sales must be incidental to the on-premise sale and consumption of alcoholic beverages. An urban lounge license may be issued only at a location:

(A) Within the boundaries of the Las Vegas Arts District, as described in the Downtown Centennial Plan and as amended from time to time; and

(B) In which, for each seat provided at the bar of the establishment, there must be a minimum of two seats within a lounge area located away from the bar.

SECTION 4: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 475, reading as follows:

6.50.475: A person authorized to sell alcoholic beverages at an establishment pursuant to an off-sale or package alcoholic beverage license directly adjacent to or upon a pedestrian mall:

(A) Shall not sell or otherwise distribute any single serving products containing alcohol for immediate consumption by a patron, including, but not limited to, candy, jello shots or other products containing alcohol that are not considered alcoholic beverages;

(B) Shall not sell or otherwise distribute any alcoholic beverage in a configuration other than in the manufacturers' original configuration intended for re-sale;

(C) Shall not sell or otherwise distribute alcoholic beverages in any container with a capacity of greater than 32 liquid ounces;

(D) Shall not sell or otherwise distribute any malt or beer beverage with an alcoholic content of greater than eleven percent alcohol by volume;

(E) Shall not sell or otherwise distribute alcoholic beverages, except beer or wine in containers less than one pint, measured in the English system of weights and measures, or in quantities less than three hundred seventy-five milliliters, measured in the metric system of weights and measures;

(F) Shall not advertise or display any prices for alcoholic beverages within the establishment that are visible to a person standing outside of the establishment;

(G) Shall limit any advertising of alcoholic beverages for sale within the establishment to the windows of the establishment only, and such advertising shall not include the price of the alcoholic beverages so advertised;

(H) Shall limit advertising of any products upon the windows of the establishment to twenty-five percent of the total window area (as permitted by Title 19), and shall limit the advertisement of

alcoholic beverages upon the windows of the establishment to forty percent of that total;

(I) Shall post a sign no lower than three feet and no higher than seven feet at each sale counter and at each entrance and exit of the establishment that states: "Alcohol purchased at this location CANNOT be consumed on the Fremont Street Experience." Such signs must:

(1) Be yellow with black lettering;

(2) At least 14 inches by 20 inches on each display of alcoholic beverages and at each sale counter in a prominent position. Font size must be a minimum of 72.

(3) At least 20 inches by 24 inches on each entrance and exit. Font size must be a minimum of 72;

(J) Shall not locate any display of alcoholic beverages inside the establishment within ten feet from any entrance or exit of the establishment;

(K) Shall not provide any means of display of alcoholic beverages, whether a barrel, a shelf, a cooler or any other means to display alcoholic beverages outside of any entrance or exit to the establishment;

(L) Shall only devote to the display of alcoholic beverages an area within the establishment which is the lesser of: 1) the area authorized by the land use entitlement for alcoholic beverage sales; or 2) 10% of its gross retail floor area.

SECTION 5: Ordinance No. 6289 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 6 and 7 of this Ordinance. The amendment is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 6: Title 19, Chapter 12, Section 70 is hereby amended by amending the entry for the use "Package Liquor Off-Sale Establishment" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. Except as otherwise provided, no package liquor off-sale establishment (hereinafter "establishment")

shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park.

*2. Except as otherwise provided in Requirement 3 below, the 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 establishment 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 establishment. 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 an establishment proposed to be 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:

a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

4. The minimum distance requirements in Requirement 1 do not apply to:

a. 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; or

b. A proposed establishment having more than 50,000 square feet of retail floor space.

*5. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

*6. No establishment shall be permitted on or adjacent to the Pedestrian Mall, as defined in LVMC Chapter 11.68.

SECTION 7: Title 19, Chapter 12, Section 70 is hereby amended by amending the entry for the use "Retail Establishment with Accessory Package Liquor Off-Sale" so that the Minimum Special Use Permit Requirements for that use read as follows:

Minimum Special Use Permit Requirements:

*1. Except as otherwise provided, no retail establishment with accessory package liquor off-sale (hereinafter "establishment") shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park.

*2. Except as otherwise provided in Requirement 3 below, the 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 establishment 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 establishment. 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 an establishment proposed to be 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:

a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening

obstacles.

4. When considering a Special Use Permit application for an establishment 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 requirements in Requirement 1 do not apply to:

a. 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; or

b. A proposed establishment having more than 50,000 square feet of retail floor space.

*6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:

a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;

c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space; or

d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages

and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

*8. No establishment shall be permitted on or adjacent to the Pedestrian Mall, as defined in LVMC Chapter 11.68.

SECTION 8: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 of

the Unified Development Code is deemed to be a subchapter rather than a section.

SECTION 9: This Ordinance shall apply to any future applications filed pursuant to LVMC Title 6 and/or Title 19, whichever applies, as well as any applications filed pursuant to those titles prior to the effective date of this Ordinance.

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

SECTION 11: 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 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 4/28/14
James B. Lewis, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, 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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2014-30 - Establishes zoning regulations and standards for medical marijuana establishments. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will establish zoning regulations and standards for medical marijuana establishments.

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. 2014-30

BILL NO. 2014-30

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH ZONING REGULATIONS AND STANDARDS FOR MEDICAL MARIJUANA ESTABLISHMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Establishes zoning regulations and standards for medical marijuana establishments.

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

SECTION 1: Ordinance No. 6289 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 5, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by adding, at the appropriate locations, entries for the uses "Medical Marijuana Cultivation Facility" and "Medical Marijuana Production Facility," indicating by the letter "S" that each of those uses is allowed by means of Special Use Permit in the C-M and M Zoning Districts.

SECTION 3: 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 "Medical Marijuana Dispensary," indicating by the letter "S" that the use is allowed by means of Special Use Permit in the C-2, C-M and M Zoning Districts.

SECTION 4: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate locations, entries for the uses "Medical Marijuana Cultivation Facility," "Medical Marijuana Dispensary" and "Medical Marijuana Production Facility," reading respectively as follows:

Medical Marijuana Cultivation Facility

Description: A fully stand-alone detached enclosed structure which cultivates, delivers, transfers, transports, supplies, or sells marijuana to medical marijuana dispensaries or medical marijuana production facilities. This

use includes a "cultivation facility," as defined in NRS 453A.056.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of medical marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between medical marijuana cultivation facilities and certain other uses that should be protected from the impacts associated with a medical marijuana cultivation facility. Therefore, except as otherwise provided below, no medical marijuana cultivation facility may be located within 1000 feet of any school, individual care center licensed for more than 12 children, community recreational facility (public) or City park; or within 300 feet of any church/house of worship.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed medical marijuana cultivation facility 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 medical marijuana cultivation facility. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a medical marijuana cultivation facility refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed medical marijuana cultivation facility will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed medical marijuana cultivation facility will be located;

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*5. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

*6. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy.

*7. Signage for the establishment shall be limited to one wall sign per street frontage, the face of the sign not to exceed thirty square feet in area and not to exceed two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

*8. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

*9. A medical marijuana cultivation facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

On-site Parking Requirement: One space for each 1000 square feet of gross floor/yard area identified for cultivation.

Medical Marijuana Dispensary

Description: A fully stand-alone detached enclosed structure which acquires, possesses, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid Nevada registry identification card. This use includes a "medical marijuana dispensary," as defined in NRS 453A.115.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of medical marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted

and protected by generally requiring a minimum separation between a medical marijuana dispensary and certain other uses that should be protected from the impacts associated with a medical marijuana dispensary. Therefore, except as otherwise provided below, no medical marijuana dispensary may be located within 1000 feet of any school, individual care center licensed for more than 12 children, community recreational facility (public) or City park; or within 300 feet of any church/house of worship.

* 2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed medical marijuana dispensary 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 medical marijuana dispensary. The distance shall be measured in a straight line without regard to intervening obstacles.

* 3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a medical marijuana dispensary refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed medical marijuana dispensary will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed medical marijuana dispensary will be located;

C. All parking spaces required by this Section 19.12.070 for the medical marijuana dispensary use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. There shall be no more than four medical marijuana dispensaries permitted per sector of the City of Las Vegas, as those sectors are described in the Land Use Element of the 2020 Master Plan, Exhibit 1.

*5. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*6. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

*7. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*8. No drive-through facilities shall be permitted in conjunction with a medical marijuana dispensary.

*9. Signage for the establishment shall be limited to one wall sign per street frontage, the sign not to exceed thirty square feet in area and not to exceed two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

*10. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

*11. A medical marijuana dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

*12. Elevations and signage must first be reviewed by the Downtown Design Review Committee established pursuant to LVMC 19.10.100(D)(1) prior to any public hearing for a Special Use Permit. The review will be performed in accordance with the procedures set forth in LVMC 19.10.100(D), as in the case of reviews normally performed by that Committee, but measuring compliance instead with the substantive standards for elevations and signage pertaining to dispensaries that are set forth in this Title or that have been established administratively by the Director.

*13. No medical marijuana dispensary shall be located on any property which abuts Las Vegas Boulevard or Fremont Street.

*14. No accessory uses are permitted in association with a medical marijuana dispensary.

On-site Parking Requirement: One space for each 175 square feet of gross floor area.

Medical Marijuana Production Facility

Description: A fully stand-alone detached enclosed structure which acquires, possesses, manufactures, delivers, transfers, transports, supplies or sells edible marijuana products or marijuana-infused products to medical marijuana dispensaries. This use includes a "facility for the production of edible marijuana products or marijuana-infused products," as defined in NRS 453A.105.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of medical marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a medical marijuana production facility and certain other uses that should be protected from the impacts associated with a medical marijuana production facility. Therefore, except as otherwise provided below, no medical marijuana production facility may be located within 1000 feet of any school, individual care center licensed for more than 12 children, community recreational facility (public) or City park; or within 300 feet of any church/house of worship.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed medical marijuana production facility 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 medical marijuana production facility. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a medical marijuana production facility refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed medical marijuana production facility will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed medical marijuana production facility will be located;

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*5. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

*6. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy.

*7. Distillation or extraction by combustible solvent is prohibited.

*8. Signage for the establishment shall be limited to one wall sign per street frontage, the face of the sign not to exceed thirty square feet in area and not to exceed two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

*9. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

*10. A medical marijuana production facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

SECTION 5: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate locations, the following terms and their corresponding definitions:

Medical Marijuana Cultivation Facility. A fully stand-alone detached enclosed structure which cultivates, delivers, transfers, transports, supplies, or sells marijuana to medical marijuana dispensaries or medical marijuana production facilities. The term includes a "cultivation facility," as defined in NRS 453A.056.

Medical Marijuana Dispensary. A fully stand-alone detached enclosed structure which acquires, possesses, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid Nevada registry identification card. The term includes a "medical marijuana dispensary," as defined in NRS 453A.115.

Medical Marijuana Production Facility. A fully stand-alone detached enclosed structure which acquires, possesses, manufactures, delivers, transfers, transports, supplies or sells edible marijuana products or marijuana-infused products to medical marijuana dispensaries. The term includes a "facility for the production of edible marijuana products or marijuana-infused products," as defined in NRS 453A.105.

SECTION 6: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 7: 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 8: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon

conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 9: 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 _____, 2014.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2014, 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 _____, 2014, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

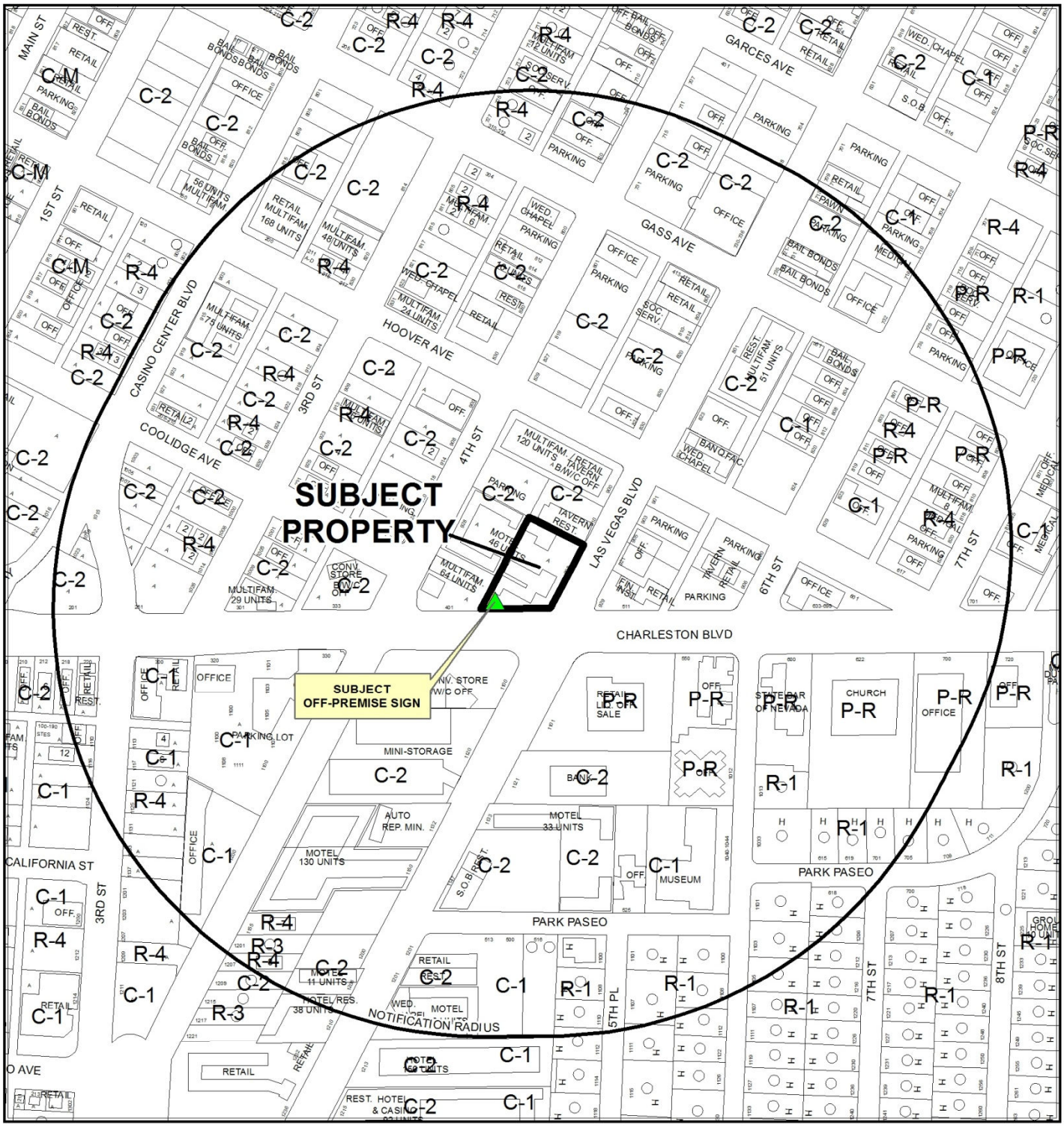
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-52375 – ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT BY 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. February 16, 2011 City Council Minutes - RQR-40298
5. Photos
6. Justification Letter
7. Protest/Support Postcards



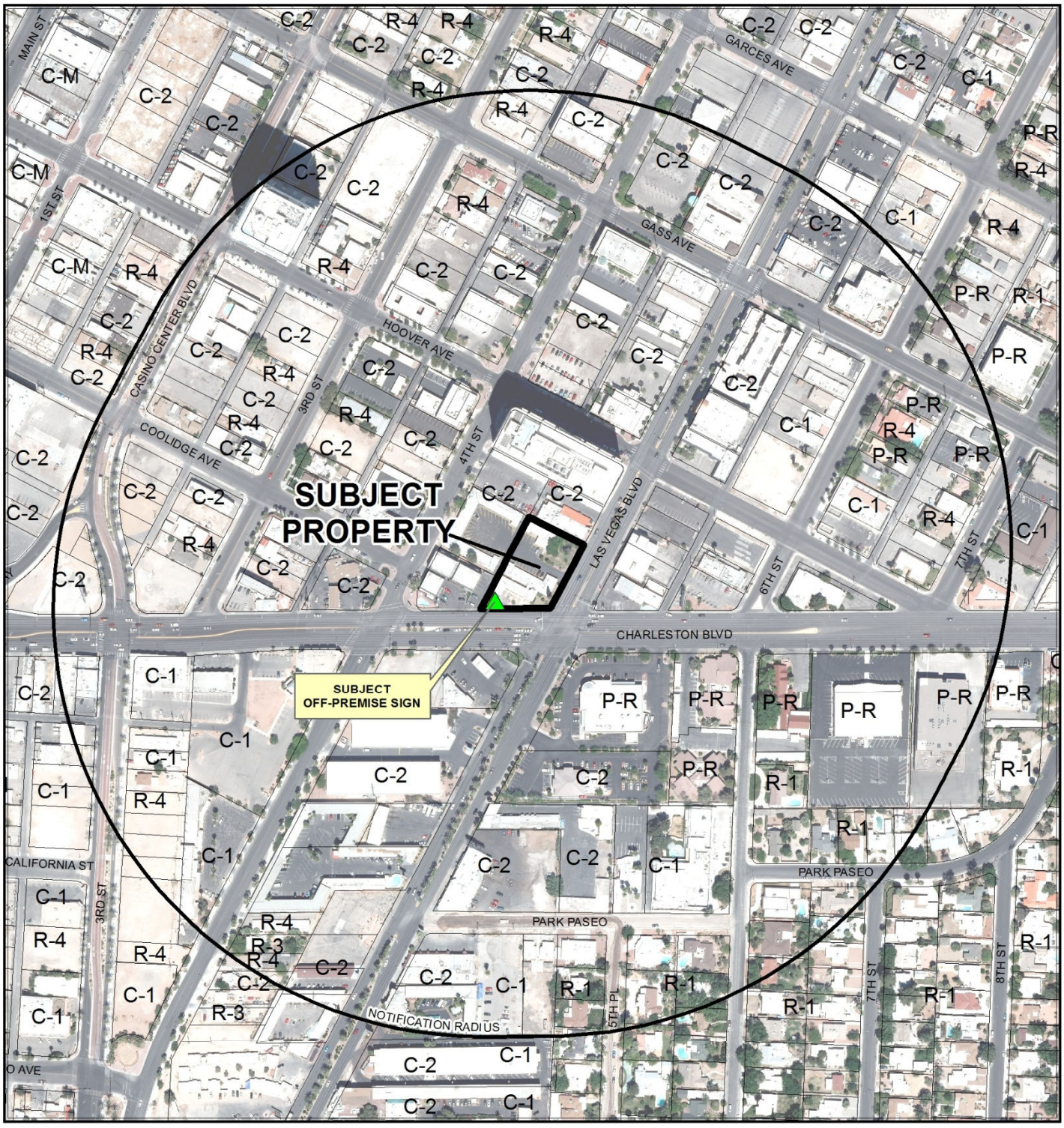
CASE: **RQR-52375**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N



0 300 600 Feet

CASE: **RQR-52375**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

RQR-52375

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, February 10, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-52375	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

RQR-52375 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0028-01).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a required three-year review of an approved Special Use Permit (U-0028-01) which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The Off-Premise Sign was constructed in 2001 and is in good condition. The sign meets Title 19 distance separation and zoning requirements. However, it fails to meet special area plan requirements established after the sign's construction and does not contribute to the goals of redevelopment in the area. Staff therefore recommends denial. If this review is denied, the subject sign shall be removed from the property.

ISSUES

- This is the eighth review of the Special Use Permit for an Off-Premise Sign use (U-0028-01).
- The sign has been properly permitted and inspected.
- Current standards for the Las Vegas Boulevard Scenic Byway Overlay District prohibit Off-Premise Signs within the Byway corridor.
- Current standards for the 18b-Arts District (Las Vegas Downtown Centennial Plan) require Off-Premise Signs within the Arts District to be flush-mounted on a structure; these signs cannot be freestanding, roof-mounted or project past the walls or roof of a building.
- The existing Off-Premise Sign is not aesthetically compatible with the surrounding uses and does not contribute in a positive manner to the scenic qualities of the Las Vegas Boulevard Scenic Byway as detailed in the Las Vegas Boulevard Scenic Byway Corridor Management Plan.
- The existing Off-Premise Sign does not further an important objective of the Redevelopment Plan, which is "to achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan."
- A certified letter was sent to the applicant and received by the applicant on January 17, 2014 that per condition #A of (RQR-40298) that the subject Off-Premise Sign shall be removed within six months upon the notification by the City that the Arts District Gateway Sculptures on Charleston Boulevard have been completed and illuminated.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/01	The City Council granted an appeal of the Planning Commission denial of a Special Use Permit (U-0028-01) for a proposed 45-foot tall, 14-foot by 48-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial. A 40-foot tall, 28-foot by 24-foot Off-Premise Sign was approved.
08/07/02	The City Council granted an appeal of the Planning Commission denial of a Required Review [U-0028-01(1)] of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
11/19/03	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-3024) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
05/05/04	The City Council adopted Ordinance No. 5694, thereby establishing the Las Vegas Boulevard Scenic Byway Overlay District and associated standards.
12/15/04	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-5247) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
06/29/05	A code enforcement case (32050) was processed for an Off-Premise Sign at 928 South Las Vegas Boulevard to be at least 75% to be neon illuminated as required in the Scenic Byway Overlay District. The case was resolved on 12/21/05.
09/07/05	The City Council approved a Review of Condition (ROC-7358) Number 1 of a previously approved Required Review (RQR-5247) for the existing 40-foot tall, 28-foot by 24-foot Off-Premise Sign to allow no illuminated neon on a sign at 928 South Las Vegas Boulevard in the Las Vegas Scenic Byway Overlay District where at least 75 percent of the total sign surface is required to contain neon. Staff recommended denial.
09/22/05	The Planning Commission approved a request for a Variance (VAR-8496) to allow an existing 40-foot tall, 28-foot by 24-foot Off-Premise Sign with less than 75% neon or animated illumination to be located within the Las Vegas Boulevard Scenic Byway Overlay District at 928 South Las Vegas Boulevard. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/03/07	The City Council tabled a Required Review (RQR-17518) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The Planning Commission recommended approval. Staff recommended denial.
12/17/08	The City Council approved a Required Review (RQR-29727) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. The Planning Commission recommended approval. Staff recommended denial.
02/04/09	The City Council approved General Plan Amendment (GPA-32129) to change the land use designation from MXU (Mixed Use) to C (Commercial) on 0.55 acres at 928 South Las Vegas Boulevard.
03/04/09	The City Council adopted Ordinance No. 6030, thereby modifying and consolidating review and approval procedures for signage within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District and the Las Vegas Boulevard Scenic Byway Overlay District.
10/16/09	Las Vegas Boulevard, from Washington Avenue to Sahara Avenue, was designated a National Scenic Byway due to its cultural, historic and nighttime scenic amenities and abundance of neon signage.
02/16/11	The City Council approved a Required Review (RQR-40298) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. A condition was added that the existing Off-Premise Sign shall be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the City that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the Special Use Permit for the sign shall be expunged. The Planning Commission recommended approval and staff recommended denial.
01/17/14	The applicant received notification from the Department of Planning that per condition #A of Required Review (RQR-40298) the existing Off-Premise Sign shall be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the City that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the Special Use Permit for the sign shall be expunged.
03/19/14	The City Council held this item in abeyance to the May 7, 2014 City Council meeting at the request of the applicant.

Most Recent Change of Ownership	
03/15/95	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/08/01	A building permit (#01013065) was issued for a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The permit was finalized on 09/24/01.

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	
02/06/14	Staff conducted a field check of the subject site and found the sign faces and supporting structures were in good condition, with bird droppings on the sign pole.

Details of Application Request	
Site Area	
Net Acres	0.68

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motel	C (Commercial)	C-2 (General Commercial)
North	Restaurant/Tavern	C (Commercial)	C-2 (General Commercial)
South	General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)
East	Secondhand Dealer/ General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)
West	Multi-Family Residential/Motel	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (18b – Las Vegas Arts District)	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		N
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		N
Trails			N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		N
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Not within the Exclusionary Zone. Located outside of public ROW within the Las Vegas Boulevard Scenic Byway Overlay District.	N
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Located within the C-2 (General Commercial) Zoning District.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	The sign is 40 feet tall.	Y

Standards	Code Requirements	Provided	Compliance
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	460 feet from an Off-Premise Sign to the east (906 South 6th Street), 460 feet from Off-Premise Sign to the south (1120 South Las Vegas Boulevard) and 470 feet from Off-Premise Sign to the southwest (330 East Charleston Boulevard).	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	725 feet to R-1 zoned property to the southeast.	Y
Other (18b The Arts District)	All Off-Premise Signs shall be directly mounted to and flush with the wall of a structure, and shall not be freestanding.	Freestanding sign permanently secured to ground.	N

ANALYSIS

The subject site is zoned C-2 (General Commercial). An Off-Premise Sign is a permitted use in this district with the approval of a Special Use Permit. The Special Use Permit (U-0028-01) for this sign was approved in 2001, prior to the establishment of standards for the Las Vegas Boulevard Scenic Byway Overlay District, which prohibit Off-Premise Signs in this area.

This is the eighth review of the subject Off-Premise Sign, which was constructed in 2001. The sign has been properly permitted and inspected. The sign also meets the basic dimensional and distance separation requirements of Title 19. However, staff has consistently recommended that the use be discontinued at this location based on its potential negative effect on redevelopment efforts in the area and more recently its incompatibility with the current requirements of the 18b Arts District and the Las Vegas Boulevard Scenic Byway Overlay District and Corridor Management Plan. Las Vegas Boulevard from Sahara Avenue to Washington Boulevard was designated a State Scenic Byway in November 2001 and attained National Scenic Byway status on October 16, 2009. One of the requirements for this designation was the adoption of a Corridor Management Plan, which calls for restoration of existing neon signs within the corridor and the removal or relocation of existing Off-Premise Signs. The applicant obtained a Variance in 2005 to allow the sign not to contain illuminated and/or animated signage where standards of the Las Vegas Boulevard Scenic Byway Overlay District require at least 75 percent of the total sign surface area to contain illuminated signage.

Secondarily, the standards for 18b – Las Vegas Arts District of the Downtown Centennial Plan require Off-Premise Signs to be flush-mounted on a structure. The existing Off-Premise Sign is a freestanding structure enclosed within a chain link fence.

At the City Council meeting of February 26, 2011, a condition was added by the City Council to require the existing Off-Premise Sign be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The applicant agreed to all conditions at the City Council meeting. The six-month period was to commence upon notification of the applicant by the City that the sculpture is complete. The applicant received notification by certified mail on January 17, 2014 that the six month period for removal has commenced. Consequently, the applicant has until July 17, 2014 to remove the sign in accordance with the agreed upon conditions.

FINDINGS

Although the subject Off-Premise Sign was constructed prior to adoption of a Corridor Management Plan for the Las Vegas Boulevard Scenic Byway, this plan calls for the removal or relocation of existing Off-Premise Signs within the Scenic Byway in order to preserve the cultural and historic heritage of neon signage along Las Vegas Boulevard. Second, the sign also does not comply with current requirements for off-premise signage in the 18b Las Vegas Arts District. Third, the continued existence of the sign does not further goals for redevelopment of the area through streetscape and building improvements.

The immediate area has changed from the time the sign was constructed for the reasons stated above, and therefore the subject sign is no longer harmonious and compatible with the surrounding land uses; therefore, staff recommends denial of this review. The applicant has until July 17, 2014 to remove the sign.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 415 (By Planning)

APPROVALS 2

PROTESTS 7

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-52375 APN: 139-34-410-165

Name of Property Owner: Gateway Motel, Inc.

Name of Applicant: Reagan National Advertising of Nevada

Name of Representative: Jay Brown

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: ~~David Jhwar~~ SATWANT JHAWAR

Subscribed and sworn before me

This 13 day of January, 2014

_____
Notary Public in and for said County and State

DOMINIQUE D. TRAN
COMM. # 2048797
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. NOV. 11, 2017

RECEIVED
FEB 05 2014
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) 928 Las Vegas Blvd.

Project Name Gateway Motel **Proposed Use** off premise sign

Assessor's Parcel #(s) 139-34-410-165 **Ward #** 5

General Plan: existing G-C proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Gateway Motel, Inc **Contact** David Jhwar

Address P.O. Box 7014 **Phone:** (702) 493-3674 **Fax:** _____

City Riverside **State** CA **Zip** 92513-7014

E-mail Address _____

APPLICANT Reagan National Advertising of Nevada **Contact** Dewey Reagan

Address 1775 North Warm Springs Road **Phone:** (801) 521-1775 **Fax:** (801) 526-9741

City Salt Lake City **State** Utah **Zip** 84116

E-mail Address cheryl@reaganusa.com

REPRESENTATIVE Jay Brown Lay **Contact** Jay Brown

Address 520 South 4th Street **Phone:** (702) 384-5563 **Fax:** (701) 385-1023

City Las Vegas **State** NV **Zip** 89101

E-mail Address ccaldwell@brownlawlv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ~~David Jhwar~~ SATWANT JHAWAR

Subscribed and sworn before me

This 13 day of January, 20 14.

_____

Notary Public in and for said County and State

DOMINIQUE D. TRAN
COMM. # 2048797
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. NOV. 11, 2017

Revised 10/27/08

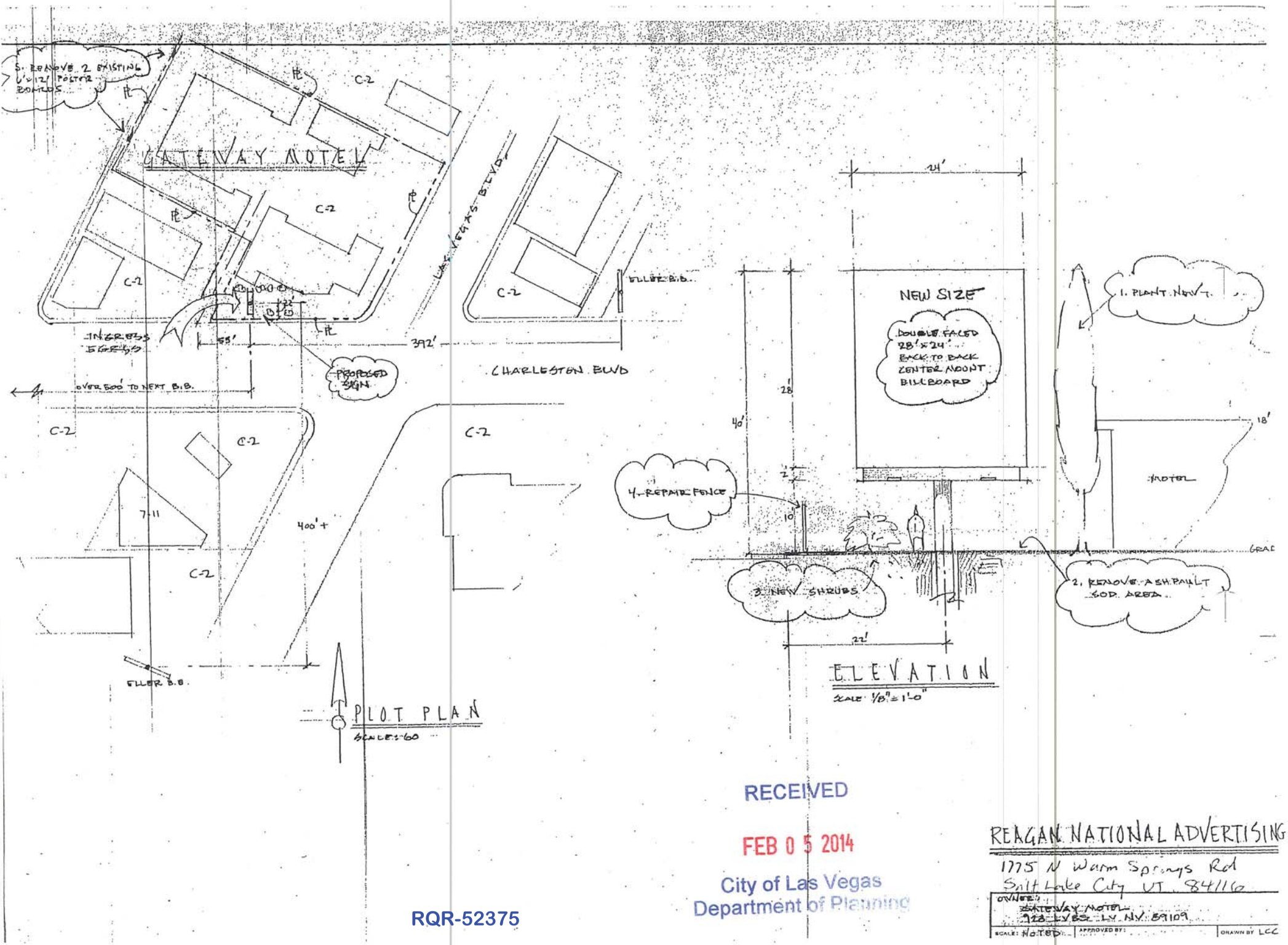
FOR DEPARTMENT USE ONLY

Case #	RQR-52375
Meeting Date:	3/19/14
Total Fee:	$800.00
Date Received:*	2/5/14
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.

RECEIVED
FEB 05 2014
City of Las Vegas

f:\depot\Application Packet\Application Form.pdf



RECEIVED

FEB 05 2014

City of Las Vegas
Department of Planning

RQR-52375

REAGAN NATIONAL ADVERTISING

1775 N Warm Springs Rd
Salt Lake City UT 84116

OWNER:
GATEWAY MOTEL
928 LYBSC LV. NV. 89109

SCALE: NOTED | APPROVED BY: | DRAWN BY LCC

RQR-52375 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 LAS VEGAS BOULEVARD SOUTH

02/06/14

RQR-52375 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 LAS VEGAS BOULEVARD SOUTH

02/06/14

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
RQR-40298 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - Required Review of a previously approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	13	**Planning Commission Mtg.**	1
City Council Meeting	8	**City Council Meeting**	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-36373
6. City Council Approval Letter for U-0028-01(1)
7. City Council Approval Letter for U-0028-01
8. Protest/Support Postcards
9. Backup referenced from the January 25, 2011 Planning Commission Meeting for RQR-40298

Motion made by GARY REESE to Approve subject to conditions, amending Condition 1 and adding the following condition as read for the record:

1. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

A. The Off-Premise sign shall be removed from the property within six (6) months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the City that the sculpture is complete. A demolition permit shall be secured for the removal of the sign, and the Special Use Permit for the sign shall be expunged.

City of Las Vegas Agenda Item No.: **82.**

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1
RICKI Y. BARLOW, LOIS TARKANIAN, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, STAVROS S. ANTHONY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVE WOLFSON)

Minutes:
MAYOR GOODMAN declared the Public Hearing open.

LAURA DREJA, 520 South 4th Street, appeared on behalf of the applicant.

After FLINN FAGG, Acting Director of Planning, read the amendment to Condition 1 and an added condition, MS. DREJA confirmed her acceptance of the conditions.

TODD FARLOW referred to the photos shown on the overhead and recognized the poor condition of Nevada Power's (NV Energy) poles on this site.

COUNCILMAN REESE appreciated the work the applicant has done, including ATTORNEY JAY BROWN'S efforts.

MAYOR GOODMAN declared the Public Hearing closed.

2 changes

January 8, 2014

Mr. Dewey Reagan
Reagan National Advertising
1775 North warm Springs Road
Salt lake City, UT 84116

RE: Removal of the 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard (APN 139-34-410-165).

Dear Mr. Reagan:

Per condition A of Required Review (RQR-40298) the Off-Premise Sign shall be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the City that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the special use permit for the sign shall be expunged. This letter is the required notification that the six-month period for removal has begun as the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard have been completed and illuminated.

If you have any questions, please feel free to contact me at (702) 229-4848.

Sincerely,

Flinn Fagg, AICP
Director, Department of Planning

cc: Gateway Motel, Inc.
% S. Jhwar
P.O. Box 7014
Riverside, CA 92513-7014

RECEIVED
FEB 0 5 2014
City of Las Vegas
Department of Planning

RQR-52375

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 MAR 06 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-52375
City Council Meeting of **03/19/2014**

RECEIVED
CITY CLERK
2014 MAR 10 P 12:06

Case: RQR-52375

13934411008
WYATT ANDREW J
900 LAS VEGAS BLVD S #708
LAS VEGAS NV 89101-6848

41 BRDC3MP 8910 1

Application Information

RQR-52375 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT BY 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Coffin).

Sign would be too Big.

Application Location

The proposed project may not pertain to the entire highlighted project site.

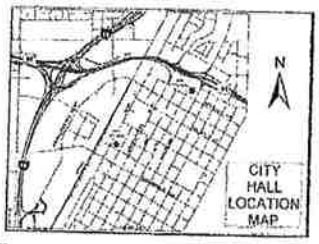
Public Hearing Information

Meeting:	City Council
Date:	***March 19, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, tile written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov ,

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
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.

RQR-52375

City Council Meeting of **03/19/2014**

RECEIVED
CITY CLERK
2014 MAR 10 A 11: 25

Case: RQR-52375

13934410126
COLLURA MARY ETAL
3220 BRYANT AVE
LAS VEGAS NV 89102-2055

43 89109MP 89102

From: Tingey & Tingey

702-333-0001

03/12/2014 10:0

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-52375
City Council Meeting of **03/19/2014**

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 MAR 06 2014
MAILED FROM ZIP CODE 89101

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2014 MAR 13 A 11:06

Case: RQR-52375
13934410114
WESTWIND TRUST
TINGEY DON C & JUDITH W TRS
2714 WESTWIND RD
LAS VEGAS NV 89146-5458

City of Las Vegas
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Las Vegas, Nevada 89101

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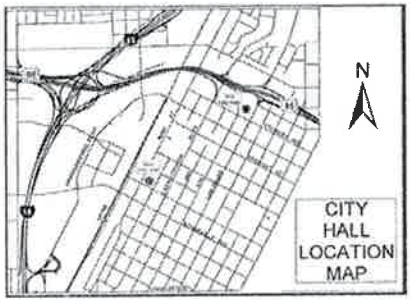

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RQR-52375
City Council Meeting of **03/19/2014**

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Case: RQR-52375
13934410099
CAVIGLIA DENNIS G & C M MARTL TR
HECKETHORN LIVING TRUST
7255 HURST PARK RD
RENO NV 89502-9660

89502

Submitted after final agenda

Date 3/13/2014 Item 101

Mar 12 2014 3:20PM Koppe & Koppe (702)382-5774 p.1

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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NV 890
10 MAR '14
PM 3 L

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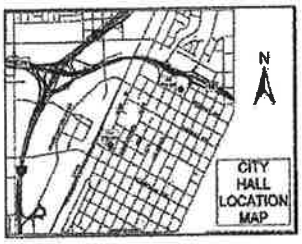

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RQR-52375
City Council Meeting of **03/19/2014**

Case: RQR-52375
13934410151
KOPPE GREGORY A SEPARATE FAM TR
KOPPE GREGORY A TRS
711 S 4TH ST #205
LAS VEGAS NV 89101-6763

89101676355

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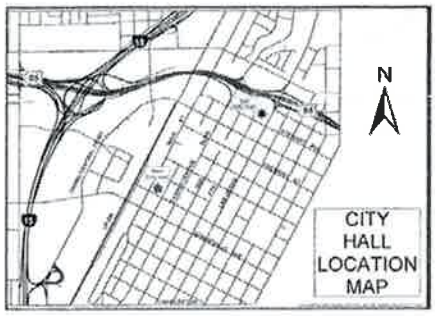

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RQR-52375
City Council Meeting of **03/19/2014**

Case: RQR-52375
16203511003
PALENCAR MIA R REV TR AGMT
PALENCAR MIA ROSEMARY TRS
1103 S 6TH ST
LAS VEGAS NV 89104-1539

47 89104-1539

Application Information

RQR-52375 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT BY 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Coffin).

That sign would be larger than that Motel & would be obtrusive & A Further tasteless addition to our Strip entrance to the Downtown AREA. Enough "over the top" Displays Please! Let's Clean it up As So many smaller Retailers & Hotels Are working toward

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***March 19, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov .

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-52375
City Council Meeting of **03/19/2014**

- Enough large signage at this end of Las Vegas Blvd, so do not need more. Current sign at Gateway Motel is sufficient. If this is only temporary, how long is temporary?

Case: RQR-52375
13934411041
SCHAFFER DAVID & GWENDALYN
3316 BANK ROAD
KAMLOOPS BC V2B 7A1
CANADA

Thanks,
D Schaffer

0029913402

0002/0002

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-52381

City Council Meeting of **03/19/2014**

Case: RQR-52381
16204210054
ARLT FAMILY TRUST
ARLT THOMAS M & LINDA D TRS
1721 BANNIE AVE
LAS VEGAS NV 89102-2452

43 89109

LINDA ARLT

7023846762

03/08/2014 11:39AM FAX

0001/0002

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2014 MAR 10 A 7:59

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Office of City Clerk
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Las Vegas, Nevada 89101

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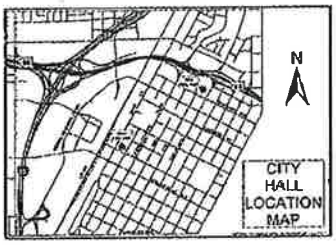

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-52381
City Council Meeting of **03/19/2014**

Case: RQR-52381
16204210055
ARLT FAMILY TRUST
ARLT MICHAEL & LINDA DARLENE TRS
1721 BANNIE AVE
LAS VEGAS NV 89102-2452

43 89102-2452

LINDA ARLT 7023846762 03/08/2014 11:39AM FAX

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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RQR-52375
City Council Meeting of **03/19/2014**

Case: RQR-52375
13934412171
ANDANDOLINDO L L C
3202 W CHARLESTON BLVD
LAS VEGAS NV 89102-1932

43 89101MP 0841

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 7, 2014

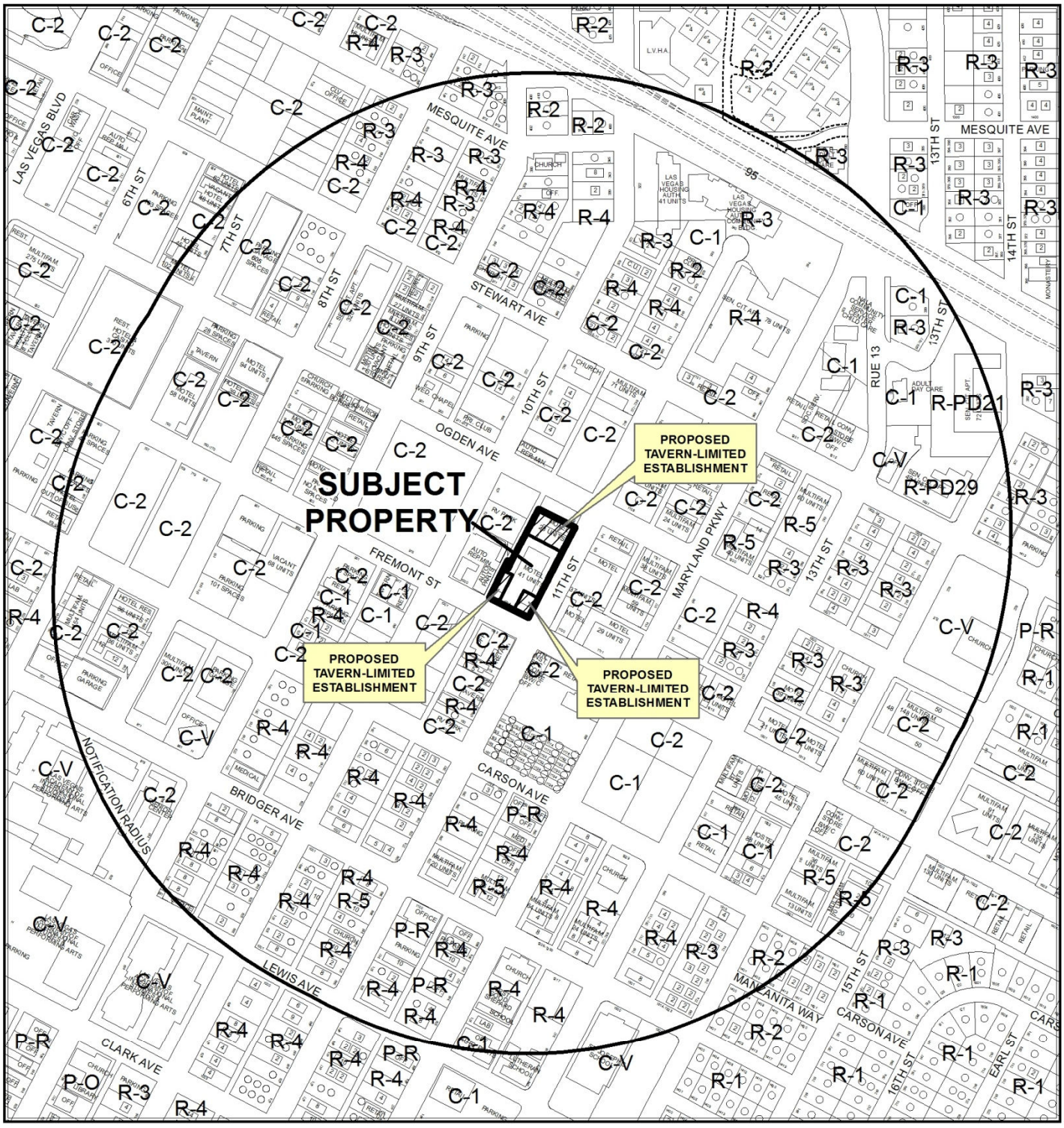
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-52709 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**43**
City Council Meeting	**4**	**City Council Meeting**	**45**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Support E-Comments
7. Backup Referenced from the March 11, 2014 Planning Commission Meeting



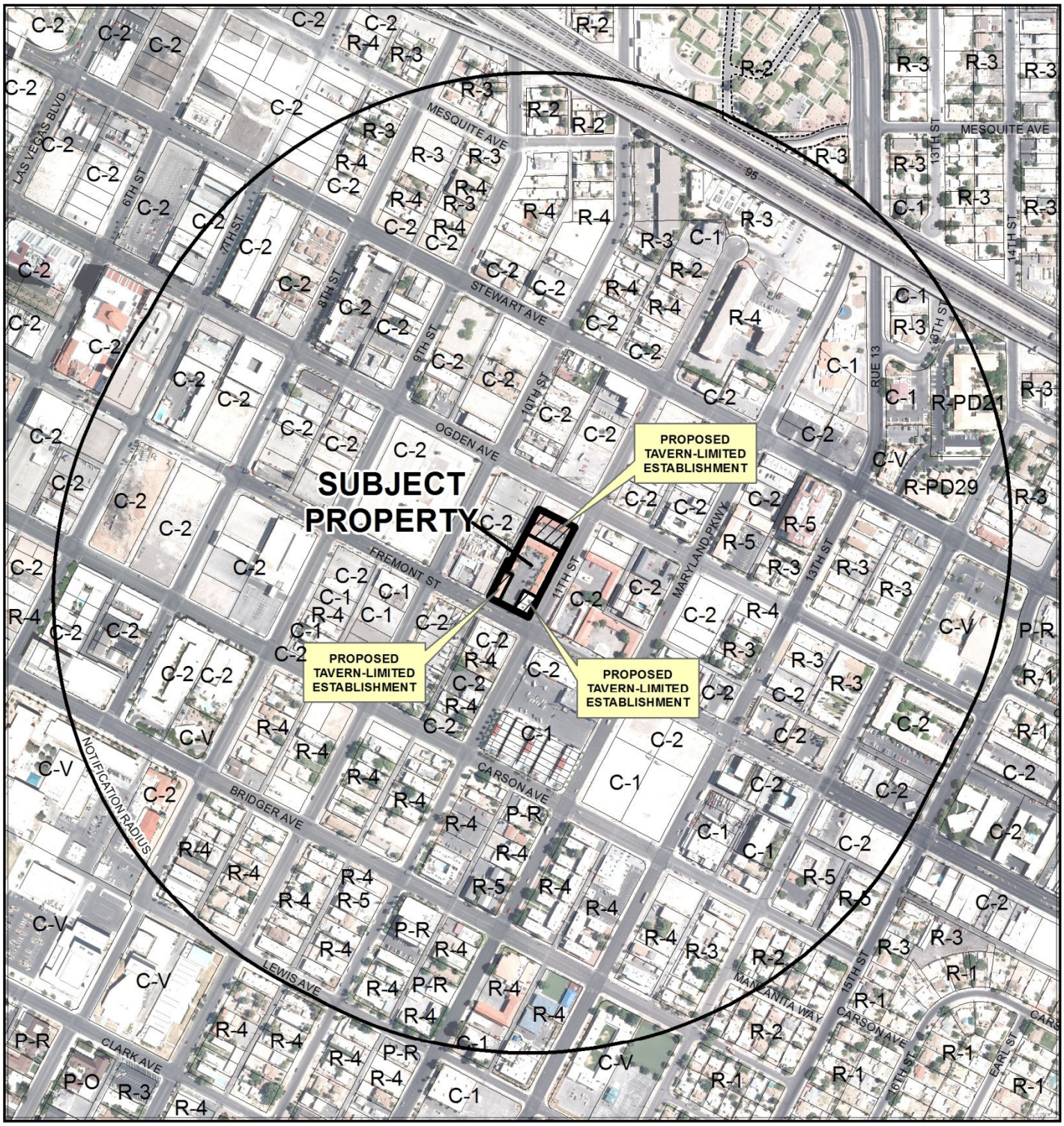
CASE: **SUP-52709 (PRJ-52610)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 400 800 Feet

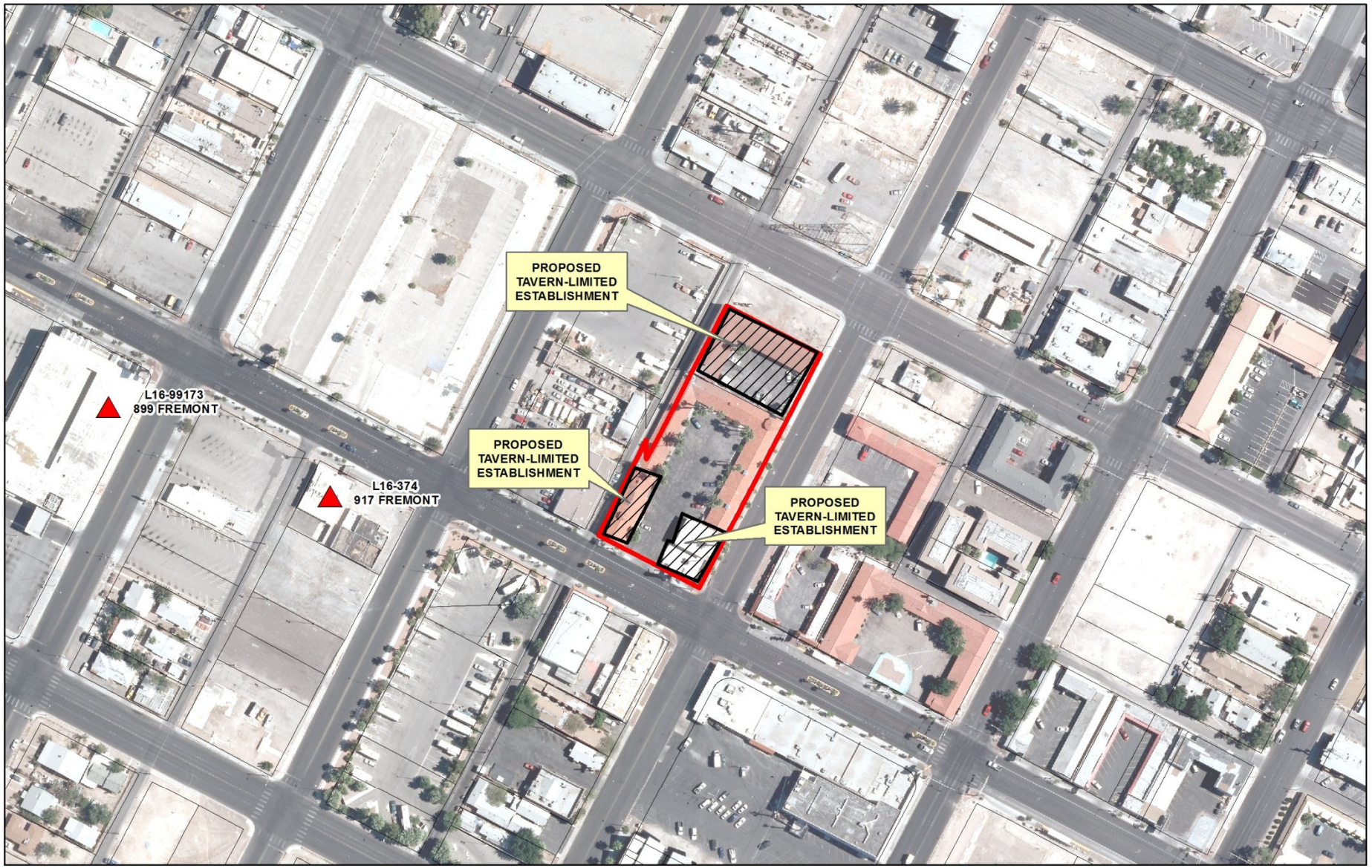
N



CASE: **SUP-52709 (PRJ-52610)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



SUP-52709 (PRJ-52610)

Tavern-Limited Establishment

Business Licenses

Tavern

Protected Uses

RELIGIOUS

CITY PARKS

SCHOOLS

Child Care/
Children Facility

Subject Property

N

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

Date: Monday, January 27, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 1028 FREMONT STREET, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-52709	Staff recommends APPROVAL, subject to conditions	

** CONDITIONS **

SUP-52709 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Tavern-Limited Establishment use.

2. 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.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety. All issues concerning accessibility and compliance with ADA requirements shall be resolved prior to operation.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for a building permit.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 2,749 square-foot Tavern-Limited Establishment at 1028 Fremont Street. The proposed establishment is made up of approximately 1,017 square feet gross floor area for the first floor bar area, and 1,722 square feet gross floor area for the outdoor seating area. This proposed project will operate in conjunction with recent approvals at this site for the conversion of an existing motel into a 50,768 square-foot retail center with three Tavern-Limited uses totaling 17,235 square feet including 8,625 square feet in outdoor patio space. This project is located in the East Village District of the Downtown Centennial Plan and allows Tavern-Limited Establishments with the approval of a Special Use Permit. Staff recommends approval, with conditions. If the applications are denied, the property will remain a motel use and the proposed Tavern-Limited Establishments will not be permitted at this location

ISSUES

- The Tavern-Limited use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- The proposed Tavern use is located within the Downtown Centennial Plan- East Village.
- All signage requires DDRC-ARC approval prior to issuance of permits.
- Three Special Use Permits for Tavern-Limited Establishment uses totaling 17,235 square feet including 8,625 square feet in outdoor patio space were recently approved for this site at the 10/02/2013 City Council meeting

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
Month/date/year	Action
07/07/10	The City Council approved a Special Use Permit (SUP-37905) for 22 Residence Hotel Units Within An Existing 68-Unit Motel at 1028 Fremont Street. The Planning Commission and staff recommended approval.
01/10/12	The City Council approved a Required Review (RQR-43945) of a previously approved Special Use Permit (SUP-37905) For 22 Hotel Residence Units Within An Existing 68-Unit Motel at 1028 Fremont Street. Staff recommended approval.

02/04/13	A Quick Start Project (QSP-48908) case was open for a motel conversion at 1028 Fremont Street.
10/02/13	The City Council approved a Site Development Plan Review (SDR-49548) for the conversion of a Motel into a 50,768 square-foot Retail Center at 1028 Fremont Street. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-49549) for a proposed 2,000 square-foot Tavern-Limited Establishment use with 1,750 square-feet of Outdoor Seating Area at 1028 Fremont Street. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-49552) for a proposed 2,360 square-foot Tavern-Limited Establishment use with 4,250 square-feet of Outdoor Seating Area at 1028 Fremont Street. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-49553) for a proposed 2,625 square-foot Tavern-Limited Establishment use with 4,250 square-feet of Outdoor Seating Area at 1028 Fremont Street. The Planning Commission and staff recommended approval.
03/11/14	The Planning Commission voted (6-0-1/ts) to recommend APPROVAL of this request.
04/16/14	The City Council voted to hold this item in abeyance to the May 7, 2014 City Council meeting.

Most Recent Change of Ownership	
12/12/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/01/51	A Business License (M08-00028) was issued for a Motel at 1028 Fremont Street. This license expired on 02/14/13.
06/27/91	A Business License (G50-05541) was issued for Laundry Vending Machine at 1028 Fremont Street. This license expired on 02/14/13.
10/04/10	A Business License (H11-00112) was issued for a Resident Hotel at 1028 Fremont Street. This license was revoked on 05/09/13.

Pre-Application Meeting	
01/15/14	The subject site was recently entitled for three Tavern-Limited Establishment through Special Use Permits (SUPs 49549, 49552 &49553); and has an approved Site Development Plan Review (SDR-49548) for the conversion of the Motel property to General Retail, Restaurant, and Tavern-Limited. Staff reviewed the Special Use Permit requirements to add an additional Tavern-Limited use at the site. The applicant also proposed additional site alterations to the approved design of the interior courtyard. Staff also, reviewed the requirements for an Administrative/Minor SDR.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor was one held.

Field Check	
01/30/14	Staff visited the site and found a vacant motel that was secure and free of trash, debris and graffiti.

Details of Application Request	
Site Area	
Net Acres	1.15

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	C (Commercial)	C-2 (General Commercial)
North	Undeveloped	C (Commercial)	C-2 (General Commercial)
South	Office, Other Than Listed General Retail	C (Commercial)	C-2 (General Commercial)
East	Motel	C (Commercial)	C-2 (General Commercial)
West	Auto Repair, Minor	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District – East Village	Y
Live/Work Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Fremont Street	Secondary Collector	Master Plan of Streets and Highways	80	Y
11th Street	N/A	N/A	80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Tavern-Limited	2,749 SQ FT	1/50 SQ FT of seating and waiting areas plus 1/200 SQ FT of remaining area.	55				
Tavern-Limited (*previously entiled)	17,235 SQ FT	1/50 SQ FT of seating and waiting areas plus 1/200 SQ FT of remaining area.	297				
General Retail	32,516 SQ FT	1/175 SQ FT	186				
TOTAL SPACES REQUIRED			538		0		N*
Regular and Handicap Spaces Required			528	10	0	0	N*

**Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.*

JB

ANALYSIS

A Tavern-Limited Establishment is described in Title 19.12 as: "An establishment that is licensed with a tavern-limited license in accordance with LVMC Chapter 6.50." The applicant has indicated that this Tavern will feature a vintage Las Vegas theme, with either live music or a disc jockey at least two nights per week. There are no Minimum Special Use Permit Requirements for this use. This use is permitted in the C-2 (General Commercial) zoning district with an approved Special Use Permit and is required to provide on-premise alcohol consumption.

This project is an adaptive reuse of a vacant motel into an office/retail/tavern complex at 1028 Fremont Street. The complex includes two buildings on two adjoining parcels located within the East Village District of the Downtown Centennial Plan. The subject site was recently entitled for the conversion of an existing motel into a 50,768 square-foot retail center with three Tavern-Limited uses totaling 17,235 square feet including 8,625 square feet in outdoor patio space through Special Use Permits (SUPs 49549, 49552 &49553); and approved Site Development Plan Review (SDR-49548). If approved, the complex would have a total of four spaces for Tavern-Limited Establishment uses totaling 18,252 square feet including 8,625 square feet in outdoor patio space.

FINDINGS (SUP-52709)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Tavern-Limited Establishment use is located in within the Downtown Centennial Plan-East Village boundaries in a C-2 (General Commercial) zoning district and can be conducted in a harmonious and compatible manner with surrounding uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site can accommodate the proposed uses. The applicant has indicated that employees and patrons can use public transportation, park on the surrounding streets and utilize an adjacent private parking lot when visited the project. The location on Fremont Street and the relatively large site is physically suitable for the proposed uses.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is primarily accessed via Fremont Street, an 80-foot Secondary Collector as designated by the Master Plan of Streets and Highways. This thoroughfare can accommodate the proposed project. A secondary access is available via 11th Street.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed location is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare of the public.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no minimum Special Use Permit requirements for the Tavern-Limited Establishment use in Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 38

NOTICES MAILED 346 (By City Clerk)

APPROVALS 88

PROTESTS 8

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-52709

Case Number: PRJ-52610 APN: 139-35-211-025

Name of Property Owner: 1028 Fremont, LLC

Name of Applicant: 1028 Fremont, LLC

Name of Representative: Todd Kessler

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: See Poff Mikki Hartman Mikki Hartman Attorney in fact Under Power of Attorney dated 12/9/13

Print Name: Mikki Hartman

Subscribed and sworn before me

This 22ND day of January, 2014

Darlene A. Nepp-Rockwood

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

Revised 11-14-06

f:\dcpot\Application Packet\Statement of Financial Interest.pdf

PRJ-52610
01/23/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SUP

Project Address (Location) 1028 Fremont St Suite 190/Las Vegas, NV 89101

Project Name Ferguson's **Proposed Use** C-2

Assessor's Parcel #(s) 139-35-211-025 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 2,749 **Floor Area Ratio** _____

Gross Acres 0.83 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER 1028 Fremont, LLC **Contact** Todd Kessler

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024770045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rgglv.com

APPLICANT 1028 Fremont, LLC **Contact** Todd Kessler

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024770045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rgglv.com

REPRESENTATIVE Todd Kessler **Contact** _____

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024770045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rgglv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owr (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature belo

Mikki Hartman
Mikki Hartman
Attorney in fact Under Power of Attorney dated 12/12/13

Property Owner Signature* See POA

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mikki Hartman

Subscribed and sworn before me

This 22 day of January, 2014.

Darlene Nepp-Rockwood

Notary Public in and for said County and St

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

Revised 10/27/08

FOR DEPARTMENT USE ONL

Case # SUP-52709

Meeting Date: 03/11/14 PC

Total Fee:

Date Received:*

Received By:

*The application will not be deemed complete until submitted materials have been reviewed by Department of Planning for consistency with applic sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pc

PRJ-52610
01/23/14

TYPE	SQUARE FT.	
TURF	4,750 S.F.	
LANDSCAPING	2,650 S.F.	
TOTAL (TURF + LANDSCAPE)		7,400 S.F.
RATIO (TURF : LANDSCAPE)		56 %
APN #139-35-211-025	35,700 S.F.	
APN #139-35-211-026	14,700 S.F.	
APN #139-35-211-027	7,000 S.F.	
TOTAL SITE		57,400 SF
RATIO (LANDSCAPE : SITE) (7,400 SF / 57,400 SF)		12.89 %

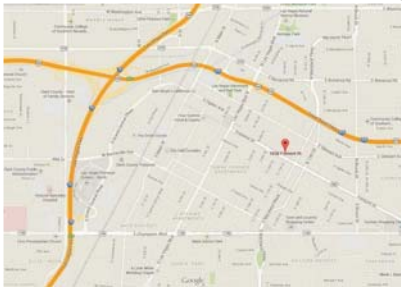
SUITE	TAVERN LIMITED	SQUARE FT.	OCCUPANT
#100	A-2 (F&B TAVERN LIMITED)	2,165 S.F.	154 OCC.
	A-2 (F&B TAVERN LIMITED OUTDOOR PATIO)	753 S.F.	51 OCC.
	TOTAL	3,750 S.F.	205 OCC.
#140A	A-2 (F&B TAVERN LIMITED)	2,172 S.F.	145 OCC.
#140B	A-2 (F&B TAVERN LIMITED)	2,457 S.F.	165 OCC.
	A-2 (F&B TAVERN LIMITED OUTDOOR PATIO)	5,511S.F.	368 OCC.
	TOTAL	10,140 S.F.	678 OCC.
#190	A-2 (F&B COFFEE)	1,017 S.F.	68 OCC.
	A-2 (F&B OUTDOOR PATIO)	1,732 S.F.	116 OCC.
	TOTAL	2,749 S.F.	184 OCC.
	GROSS A-2 (F&B TAVERN LIMITED)	7,811 S.F.	532 OCC.
	GROSS A-2 (F&B TAVERN LIMITED OUTDOOR PATIO)	7,996 S.F.	535 OCC.

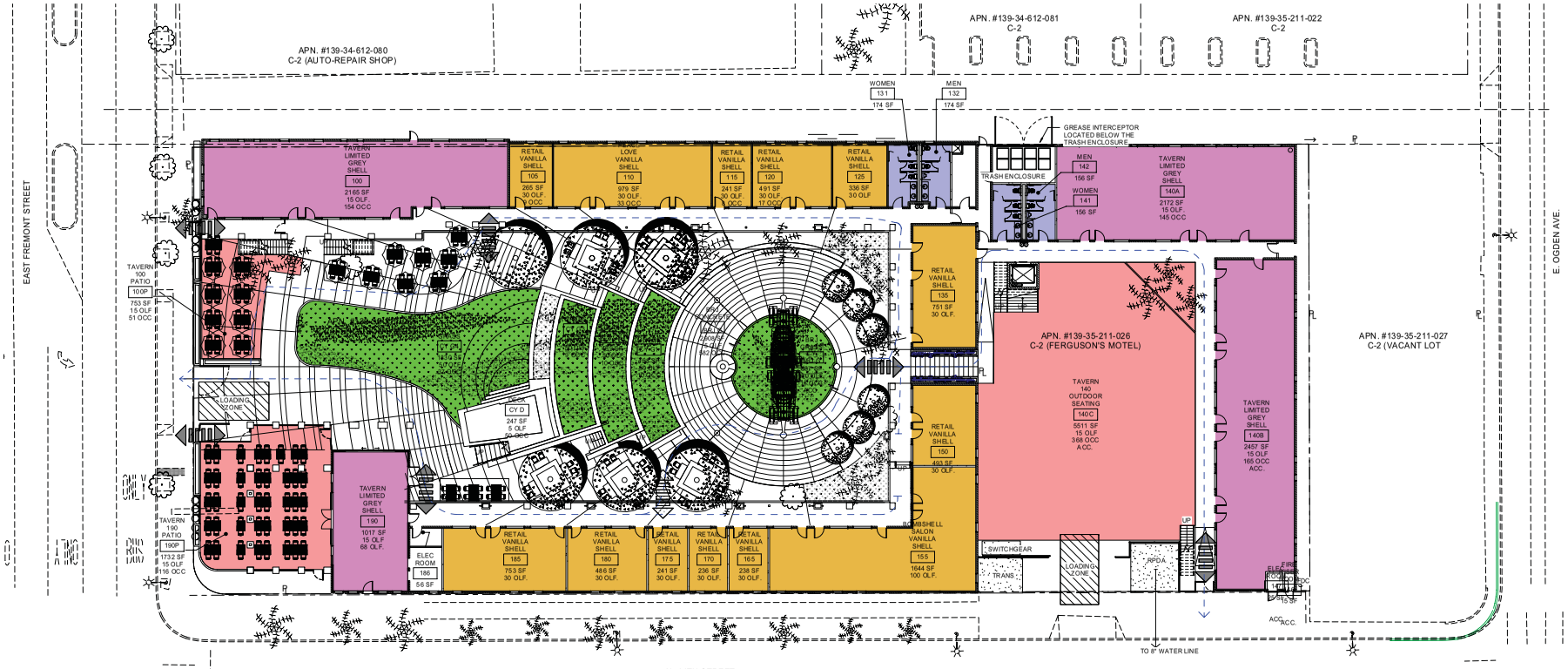
SUITE	RETAIL	SQUARE FT.	OCCUPANT
#105, 110, 115, 120, 125, 135, 150, 156, 160, 170, 175, 180, 185	M-1 (RETAIL)	7,554 S.F.	252 OCC.
	B-1 (OFFICE)	4,537 S.F.	46 OCC.
	B-1 (PRIVATE OFFICE)	630 S.F.	7 OCC.
	PUBLIC OUTDOOR PLAZA	12,721 S.F.	

** TITLE 19 PARKING REQUIREMENT - NOT APPLICABLE		PARKING	REQ'
TOTAL	50,768 S.F.	1/250 SF	204 P.S.
TOTAL PARKING PROVIDED			0 P.S.
APN #139-35-211-025	0.83 ACRE		
APN #139-35-211-026	0.32 ACRE		
APN #139-35-211-027	0.17 ACRE		
TOTAL SITE ACRE	1.32 ACRE		

NET BUILDING SQUARE FOOTAGES 22,840 S.F.
GROSS BUILDING SQUARE FOOTAGES 24,789 S.F.

VICINTY MAP





1 SUP - SITE PLAN
SCALE: 1/16" = 1'-0"

SITE PLAN

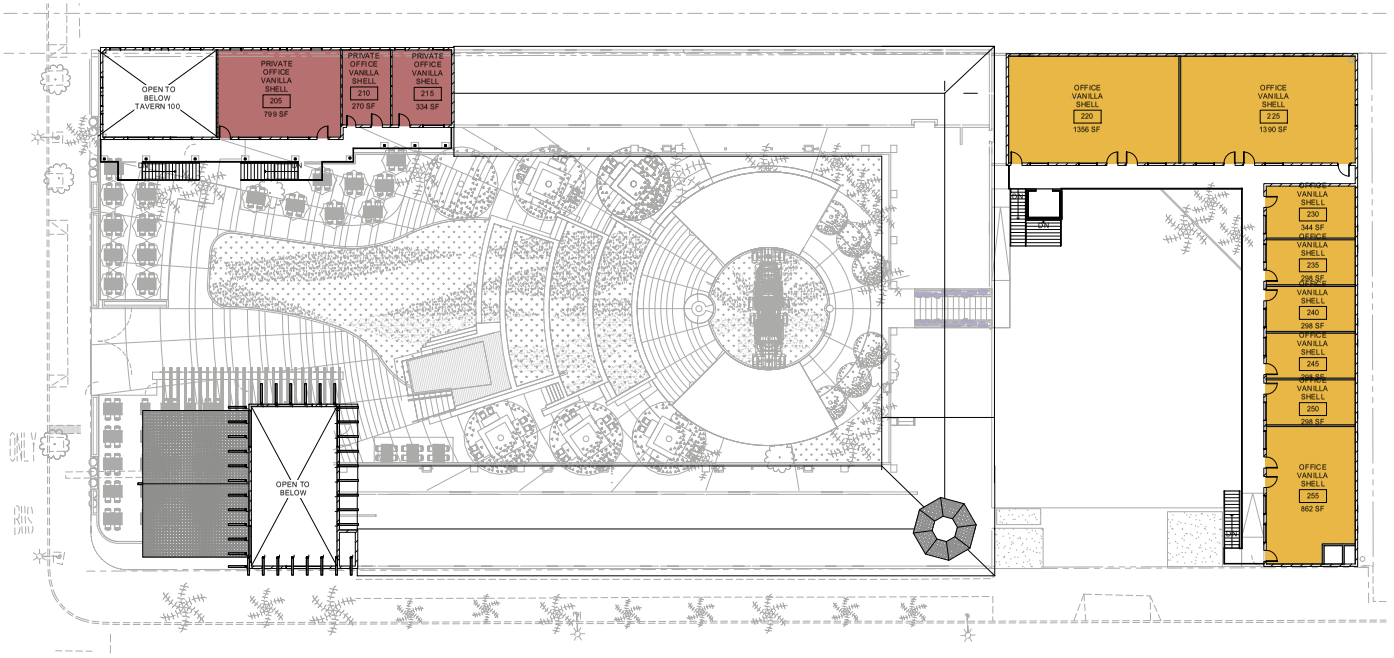
1028 FREMONT STREET
LAS VEGAS, NV. 89101

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8107
www.dgdg.com email:info@dgdg.com

PRJ-52610
01/23/14

01/08/14
SHEET NUMBER:
SUP.01

SUP-52709



1 SUP_LEVEL 2
SCALE: 1/16" = 1'-0"

LEVEL 2 - FLOOR PLAN

1028 FREMONT STREET
LAS VEGAS, NV. 89101DWN

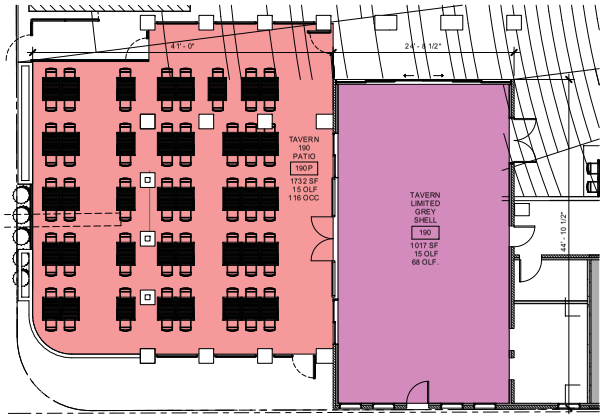
Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8107
www.digdg.com email:info@digdg.com

PRJ-52610
01/23/14

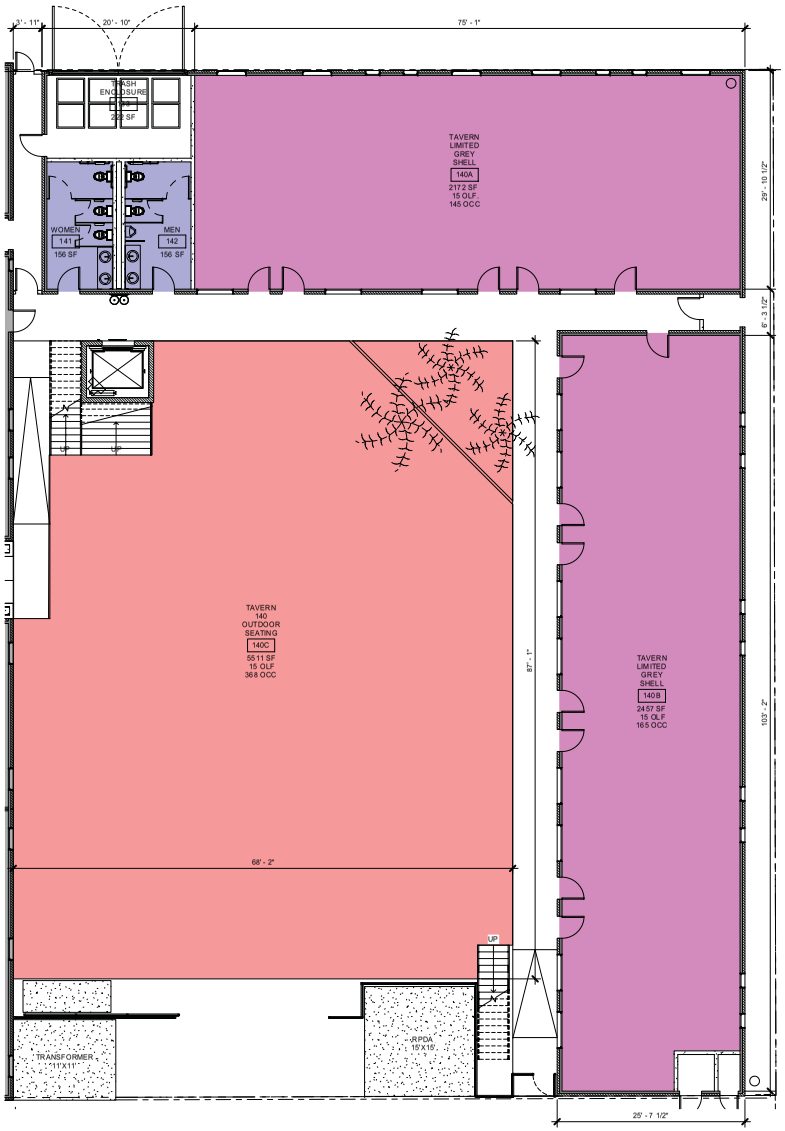
01/09/14
SHEET NUMBER:
SUP.02

SUP-52709

2 SDR - TAVERN 100
SCALE: 1/8" = 1'-0"



1 SDR - TAVERN 190
SCALE: 1/8" = 1'-0"



3 SDR - TAVERN 140A & 140B
SCALE: 1/8" = 1'-0"

ELNLARGE PLAN OF TAVERN AREAS

1028 FREMONT STREET
LAS VEGAS, NV. 89101DWN

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8107
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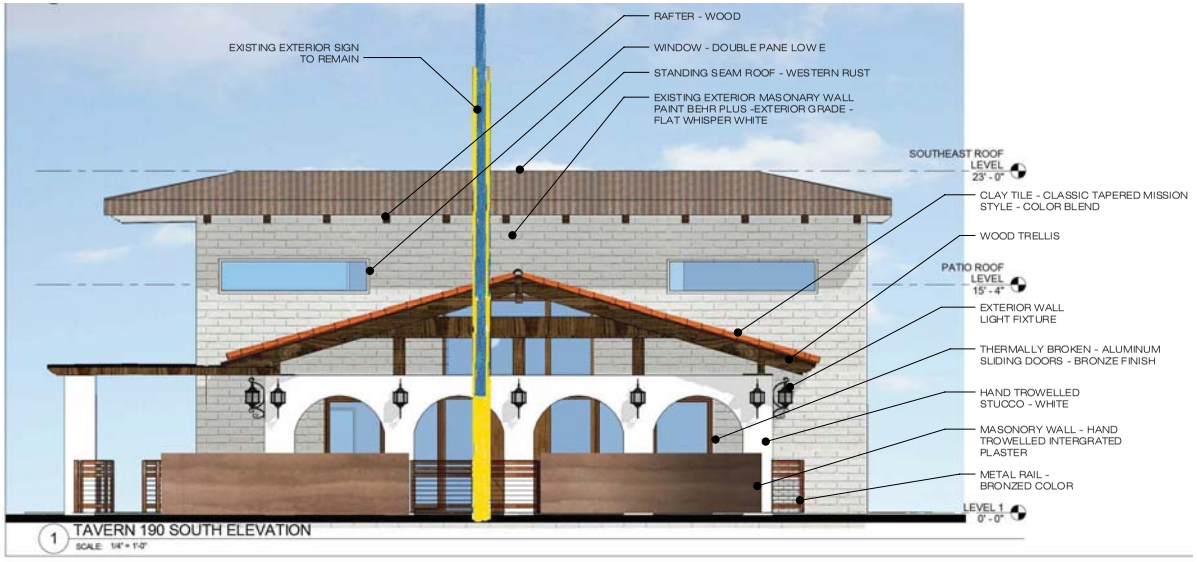
PRJ-52610
01/23/14

01/08/14
SHEET NUMBER:
SUP.03

SUP-52709



SITE DEVELOPMENT REVIEW - TAVERN 190 PATIO ELEVATIONS

1028 FREMONT STREET
LAS VEGAS, NV. 89101DWN

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8107
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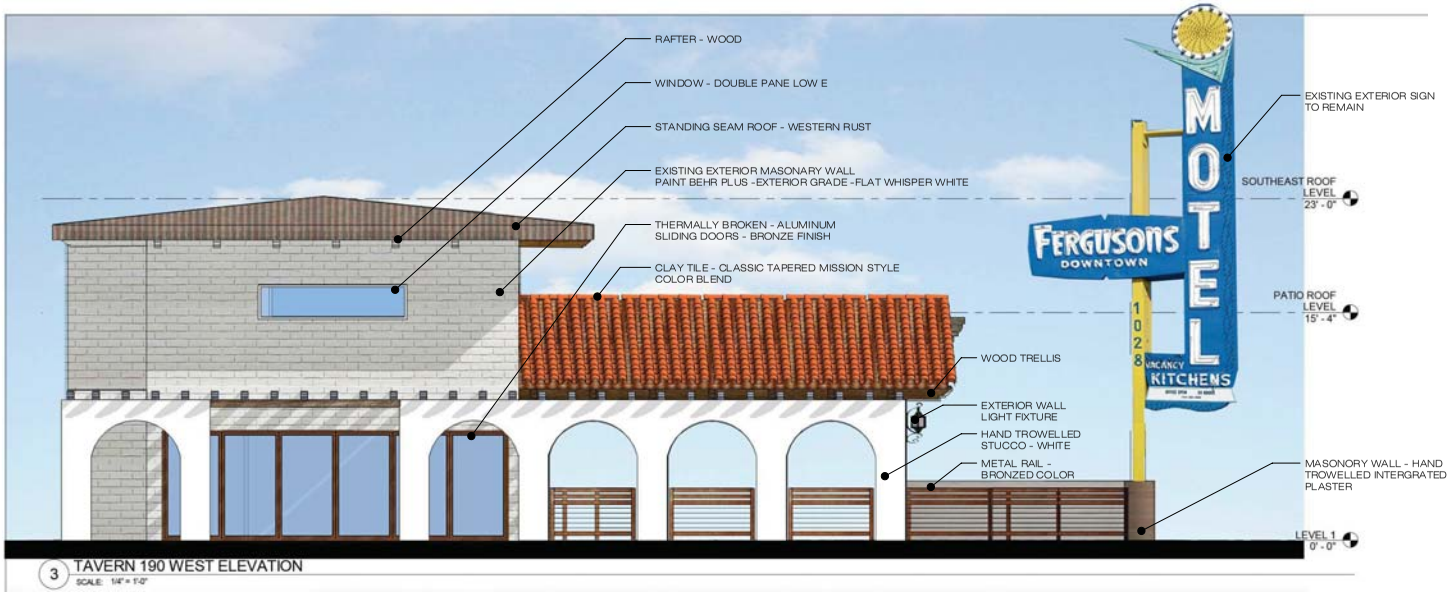
PRJ-52610
01/23/14

12/10/13
SHEET NUMBER:
SUP.04

SUP-52709



SITE DEVELOPMENT REVIEW - TAVERN 190 PATIO ELEVATIONS

1028 FREMONT STREET
LAS VEGAS, NV. 89101

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PRJ-52610
01/23/14

01/09/14
SHEET NUMBER:
SUP.05

SUP-52709

3 AMPHITHEATRE SEATNG (EXAMPLE)
SCALE: 1/8" = 1'-0"

2 ENLARGED SECTION @ COURTYARD
SCALE: 3/8" = 1'-0"

1 SUP_SECTION
SCALE: 3/32" = 1'-0"

SITE SECTION

1028 FREMONT STREET
LAS VEGAS, NV. 89101

FERGUSON'S DOWNTOWN

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817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8107
www.dgdg.com email:info@dgdg.com

PRJ-52610
01/23/14

01/21/14
SHEET NUMBER:
SUP.07

SUP-52709

EAST - TYPICAL ELEVATION

EAST ELEVATION

COLOR SCHEME

- COLOR SCHEME TO REMAIN
- ALL PAINT TO BE REFRESH TO MATCH EXISTING COLOR SCHEME
- ROOF TILE TO REMAIN. REPAIR ANY DAMAGED ROOF TILE
- ALL WINDOWS TO REMAIN, REPLACE ANY DAMAGE WINDOWS
- ALL DOORS TO REMAIN, PAINT TO MATCH EXISTING PAINT COLOR.
- ALL LANDSCAPING TO REMAIN

NORTH ELEVATION

SOUTH ELEVATION

SOUTH ELEVATION

EAST ELEVATION

WEST ELEVATION

EXTERIOR ELEVATIONS

1028 FREMONT STREET
LAS VEGAS, NV. 89101

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8107
www.dgdg.com email:info@dgdg.com

PRJ-52610
01/23/14

01/09/14
SHEET NUMBER:
SUP.06

SUP-52709

SUP-52709 [PRJ-52610] - APPLICANT/OWNER: 1028 FREMONT STREET, LLC
1028 FREMONT STREET

01/30/14

TODD KESSLER
261 Las Vegas Blvd. North – Suite 110
Las Vegas, NV 89101

January 23, 2014

Flinn Fagg
City of Las Vegas
Planning & Development
333 So. Rancho Dr
Las Vegas, Nevada 89101

Re: JUSTIFICATION LETTER
SUP – APN 139-35-211-025 – Tavern Limited Special Use Permit PRJ-52610

Dear Mr. Fagg:

Please accept this as our official justification letter for an SUP for proposed tavern limited establishment. The Application is for a SUP FOR A PROPOSED 2,749 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT, INCLUDING 1,732 SQUARE FEET OF OUTDOOR SEATING AREA at 1028 E Fremont Street Suite 190, Las Vegas, Nevada 89101 zoned C-2 (General Commercial).

This entitlement will cover 1,017 square feet of interior space and 1,732 square feet of exterior patio space, totaling 2,749 square feet. The proposed Tavern Limited establishment will allow Downtown visitors and residents a new place to dine and socialize. This use is harmonious and compatible with surrounding land uses and will add to the pedestrian-friendly environment in the Downtown neighborhood.

This establishment will further enhance the revitalization of Downtown by making it a destination that attracts tourists and locals as well as assist in the success of the current revitalization of downtown. This will not change the history and culture that has been well established in Downtown, but will rather create more energy and help enhance the attractiveness of the Downtown Renaissance.

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler

SUP-52709

PRJ-52610
01/23/14

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2014 APR -7 P 1:35

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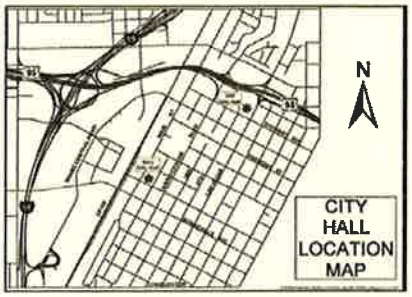
Official Notice of Public Hearing



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, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

PELLICCIA UGO & LINDA
3055 S BRONCO ST
LAS VEGAS NV 89146-6601

☒ I SUPPORT this Request ☐ I OPPOSE this Request

APN#13935211052

Please use available blank space on card for your comments.
SUP-52709 [PRJ-52610]
City Council Meeting of **April 16, 2014**

71 BRDFNMP 89146

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ity of Las Vegas
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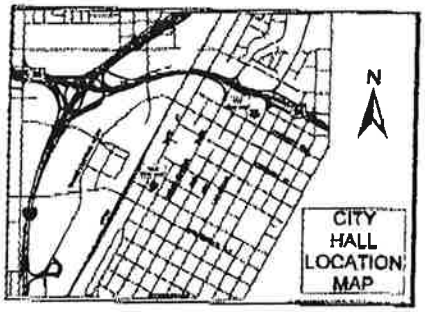

Please consider the residents and Churches nearby.

you wish to file your protest or support on this request, check the propriate box below and return this card in an envelope with postage to the ffice Of The City Clerk at the address listed above, fax this side of this card (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If u would like to contact your Council Representative, please call (702) 229-05.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ease use available blank space on card for your comments.
JP-52709 [PRJ-52610]
:y Council Meeting of **April 16, 2014**

HAWAIIAN-I L L C
%HAWAIIAN EYE LLC
2716 BAYO CT
LAS VEGAS NV 89102-2018

APN#13934612063

45 BRDFNMP 8810

Submitted after final agenda

Date 4/9/2014 Item 80

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Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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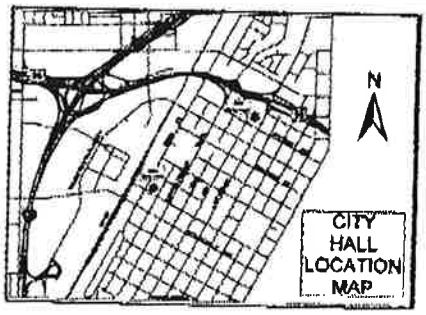

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

JP-52709 [PRJ-52610]

ty Council Meeting of **April 16, 2014**

Please consider the residents nearby.

DEMASSI DOUGH & HEATHER
2716 BAYO CT
LAS VEGAS NV 89102-2018

APN#13934612064

45 89074-1P 8102

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ity of Las Vegas
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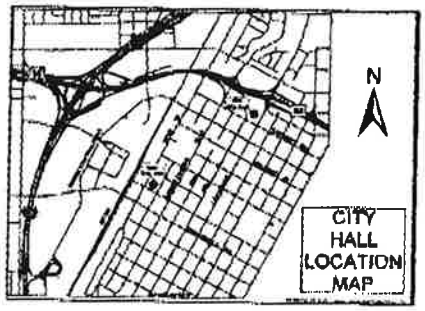

Please consider the residents nearby.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

P-52709 [PRJ-52610]

y Council Meeting of **April 16, 2014**

E-VILLAGE L L C
2945 S MONTE CRISTO
LAS VEGAS NV 89117-3224

APN#13934512088

71 BRDFNMP 8817

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-52709 [PRJ-52610]
City Council Meeting of **April 16, 2014**

VIRAVAKIN RANEE
505 ELMWOOD AVE
EVANSTON IL 60202-2813

APN#13935211076

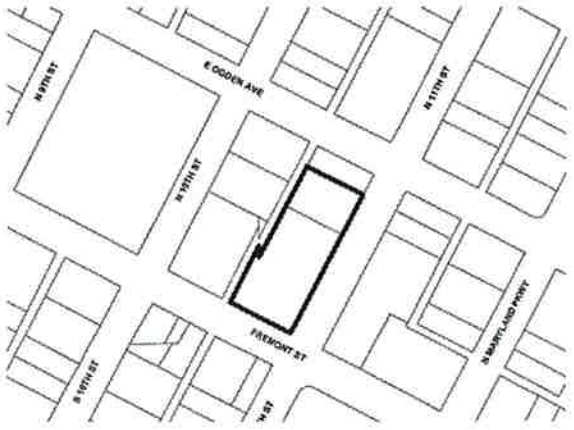
52 BRDFNMP 60202

Application Information

SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610].

I oppose the development of a Tavern, Pub or by any other name.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***April 16, 2014***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702)229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

PAGE 01/01

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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BOTTICELLI PRINTS

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-52709 [PRJ-52610]
City Council Meeting of **April 16, 2014**

631689734 9

2 BRDFNMP 11733

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D B E LAS VEGAS PROPERTIES L L C
379 POND PATH
EAST SETAUKET NY 11733-1020

APN#13934712093

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-52709 [PRJ-52610]
City Council Meeting of **April 16, 2014**

114 BRDFNMP 92805

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VALLEY OF THE SUN LAS VEGAS LLC
1345 S LEWIS ST
ANAHEIM CA 92805-6431

APN#13934612019

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-80-1
Name	1000 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Approved
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-80-1
Name	707 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Approved
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-80-3
Name	209 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I approve
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-80-3
Name	115 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-80-4
Name	Ogden 13th LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	112 Maryland Pkwy LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	130 S. 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1287 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1301 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	11th Street Tavern LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	117 Maryland Pkwy LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1111 Fremont LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1028 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	110 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1200 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	125 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	110 8th Street, LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1322 Fremont LLc
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1004 Ogden LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	130 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1121 Ogden LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	319 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	230 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	906 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	121 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	126 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1100 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	1028 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	113 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	215 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	202 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	310 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	900 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name 131 11th Street LLC

Address PO Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment Support

Vote

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	701 Bridger LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

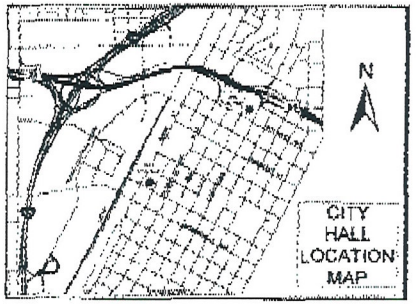
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.46⁰
0004279218 FEB 27 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-52709 [PRJ-52610]

Planning Commission Meeting of **3/11/2014**

RECEIVED
MAR 04 2014
City of Las Vegas
Dept. of Planning

Case: SUP-52709
13934612064
DEMASSI DOUGH & HEATHER
2716 BAYO CT
LAS VEGAS NV 89102-2018

#43 P

32 LRDFMP 89102

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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0.2 1M $ 00.46⁰
0004279218 FEB 27 2014
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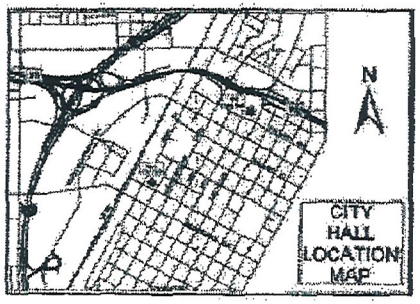
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-52709 [PRJ-52610]

Planning Commission Meeting of **3/11/2014**

Enough Bars in the Area

RECEIVED
MAR 04 2014
City of Las Vegas
Dept. of Planning

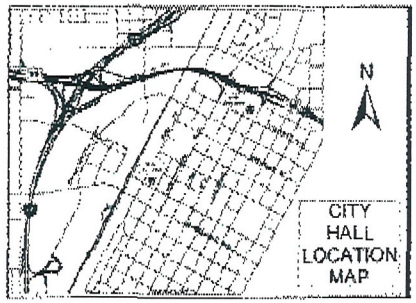
Case: SUP-52709
13935310035
13TH STREET PROPERTY L L C
3634 DARREN THORNTON WAY
LAS VEGAS NV 89120-2600

40 LRDFNMP 89120

#43P

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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SUP-52709 [PRJ-52610]

Planning Commission Meeting of **3/11/2014**

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UNITED STATES POSTAGE PITNEY BOWES
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0004279218 FEB 27 2014
MAILED FROM ZIPCODE 89101

RECEIVED
MAR 04 2014
City of Las Vegas
Dept. of Planning

Case: SUP-52709

13934612063
HAWAIIAN-I L L C
%HAWAIIAN EYE LLC
2716 BAYO CT
LAS VEGAS NV 89102-2018

89102$2018 C052

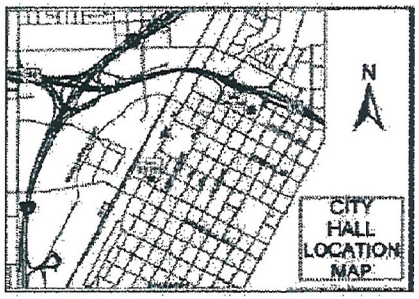
#43p

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 FEB 27 2014
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-52709 [PRJ-52610]

Planning Commission Meeting of **3/11/2014**

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MAR 04 2014
City of Las Vegas
Dept. of Planning

Case: SUP-52709
13935310036
13TH STREET PROPERTY L L C
%P SHIRLEY JR
3634 DARREN THORNTON WY
LAS VEGAS NV 89120-2600

40 LRDFNMP 89120

#43P

PAGE 01/01
BOTTICELLI PRINTS
6316897349
03/04/2014 21:47

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 FEB 27 2014
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-52709 [PRJ-52610]
Planning Commission Meeting of **3/11/2014**

RECEIVED
MAR 05 2014
City of Las Vegas
Dept. of Planning

Case: SUP-52709
13934712083
D B E LAS VEGAS PROPERTIES L L C
379 POND PATH
EAST SETAUKET NY 11733-1020

Submitted after final agenda
Date 3/5/2014 Item #43 A

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-40
Name	117 Maryland Pkwy LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-39
Name	319 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-38
Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-37
Name	Ogden 13th LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-36
Name	130 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-29
Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-34
Name	11th Street Tavern LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-33
Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-32
Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-31
Name	128 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-31
Name	1200 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-29
Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-29
Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-29
Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-28
Name	1000 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-26
Name	202 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-25
Name	906 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-24
Name	1028 Fremont LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-22
Name	130 S 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-21
Name	215 9th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-20
Name	121 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-19
Name	115 13th Street, LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-18
Name	230 8th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-18
Name	113 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-16
Name	126 11th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-15
Name	1121 Ogden LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-14
Name	1322 Fremont LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-13
Name	1004 Ogden LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-13
Name	209 7th Street, LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-12
Name	110 13th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-10
Name	110 8th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-9
Name	125 13th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-8
Name	707 Fremont LLC
Address	Po Box 1570
City	Las Vegs
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-7
Name	112 Maryland Pkwy LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-6
Name	117 9th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-5
Name	1111 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-5
Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-3
Name	1301 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-2
Name	900 Fremont LLC
Address	300 Las Vegas Blvd. North
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-2
Name	310 9th Street, LLC
Address	300 Las Vegas Blvd. North
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-1
Name	701 Bridger LLC
Address	300 Las Vegas Blvd North
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52709 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: 1028 FREMONT STREET, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 1,017 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT WITH 1,732 SQUARE-FOOT OUTDOOR SEATING AREA at 1028 Fremont Street (APN 139-35-211-025), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52610]. Staff recommends APPROVAL.

Tracking Number	PC03112014-43-41
Name	1100 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 7, 2014

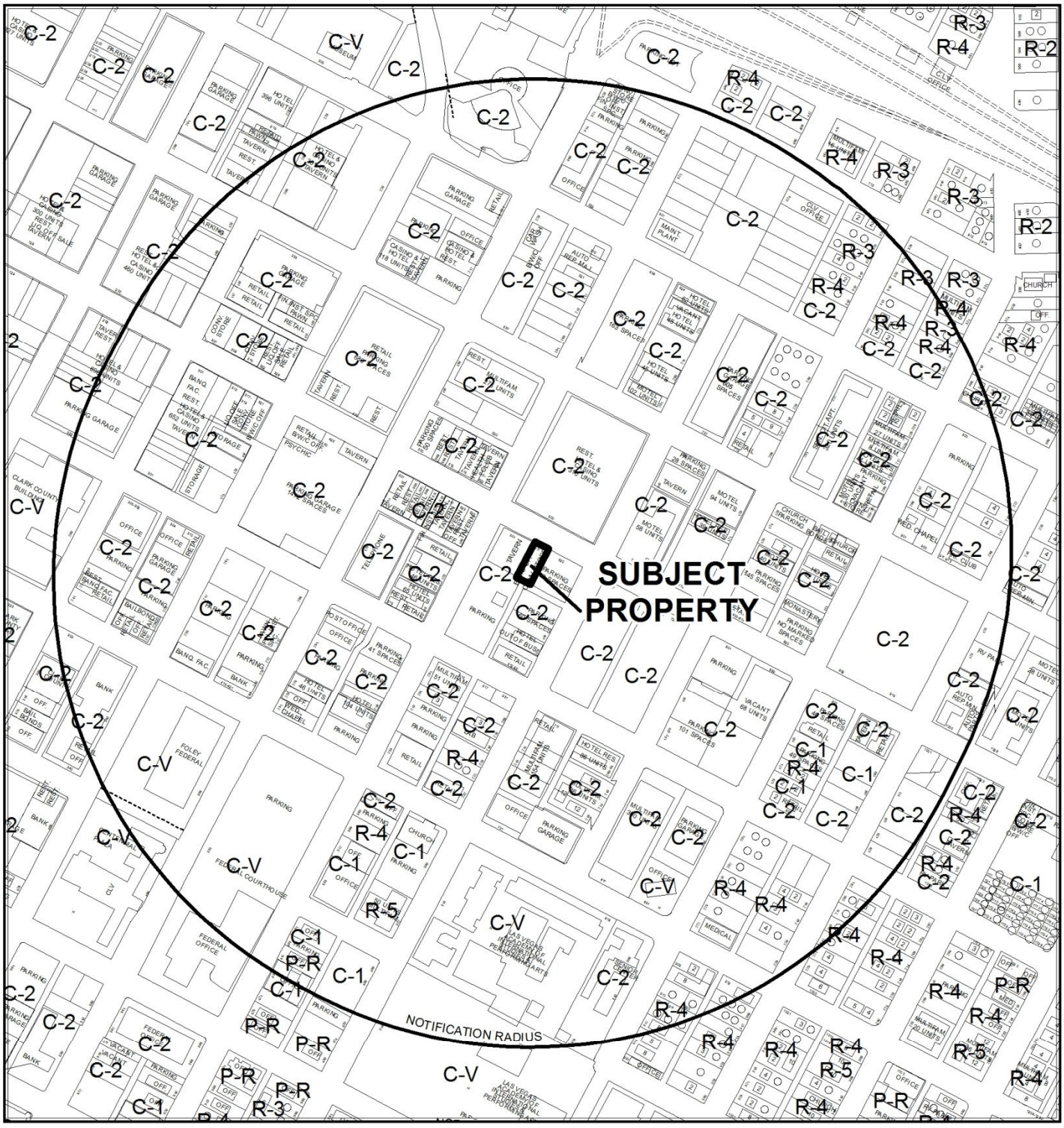
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-52718 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**39**
City Council Meeting	**1**	**City Council Meeting**	**39**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - SUP-52718 and SUP-52720 [PRJ-52658]
2. Special Map
3. Conditions and Staff Report - SUP-52718 and SUP-52720 [PRJ-52658]
4. Supporting Documentation - SUP-52718 and SUP-52720 [PRJ-52658]
5. Photos - SUP-52718 and SUP-52720 [PRJ-52658]
6. Justification Letter - SUP-52718 and SUP-52720 [PRJ-52658]
7. Support Letter and E Comments Received in Support
8. Protest/Support Postcards for SUP-52718 and SUP-52720
9. Backup Referenced from the March 11, 2014 Planning Commission Meeting



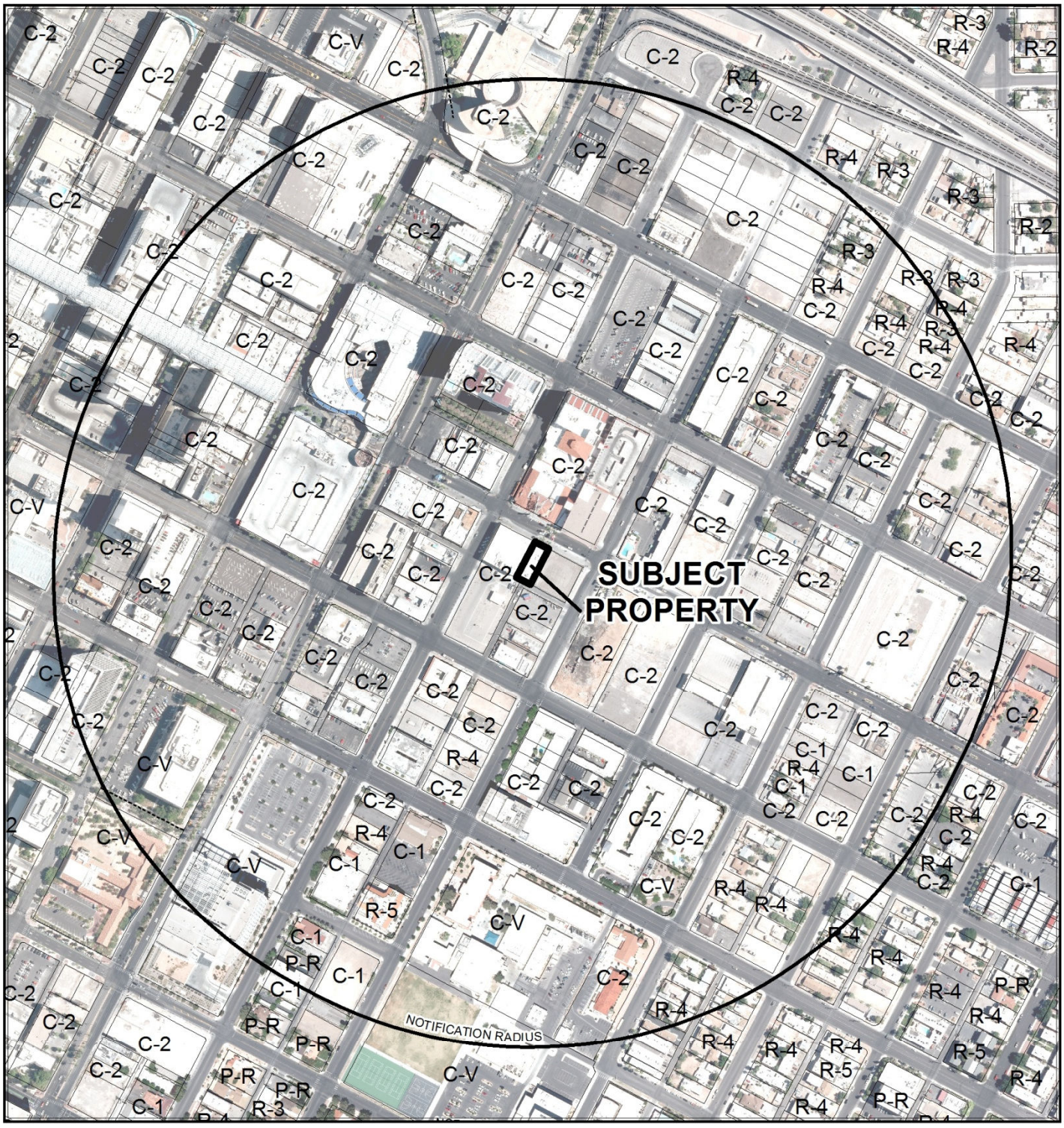
CASE: **SUP-52718 AND SUP-52720 (PRJ-52658)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 400 800 Feet

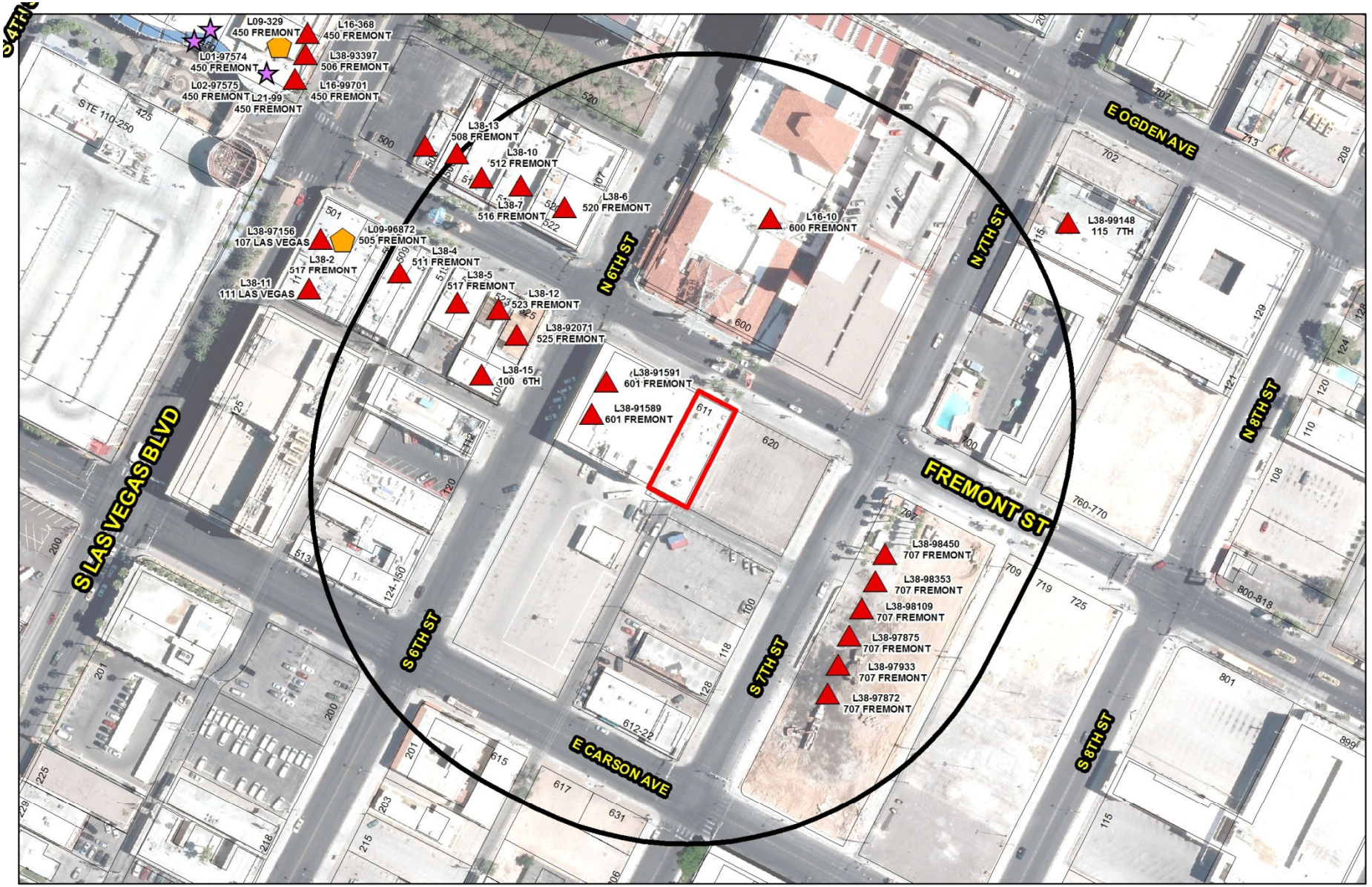
N



CASE: **SUP-52718 AND SUP-52720 (PRJ-52658)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



SUP-52718 (PRJ-52658)

Retail Establishment with Accessory Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Package Liquor Off-Sale
- Restaurant WIth Liquor/ Restaurant Service Bar
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property
- 400 foot buffer

N

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

Date: Monday, January 27, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-52718	Staff recommends APPROVAL, subject to conditions:	
SUP-52720	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-52718 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Retail Establishment with Accessory Package Liquor use.

2. 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.

3. Approval from the DDRC-ARC is required for proposed signage prior to submitting for sign permits.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety. All issues concerning accessibility and compliance with ADA requirements shall be resolved prior to operation.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for a building permit.

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All beer and wine coolers shall remain in the original manufacture's configuration intended for off-sale resale.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-52720 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler On- and Off-Sale use.

2. 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.

3. Approval from the DDRC-ARC is required for proposed signage prior to submitting for sign permits.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety. All issues concerning accessibility and compliance with ADA requirements shall be resolved prior to operation.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for a building permit.

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All beer and wine coolers shall remain in the original manufacture's configuration intended for off-sale resale.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

10. Submit an Encroachment Agreement for the outdoor dining area in the Fremont Street public right-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. No permanent, non-removable structures are allowed for the outdoor dining area. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for two Special Use Permits for a proposed 6,448 square-foot Retail Establishment with Accessory Package Liquor Off-Sale and Beer/Wine Cooler On- and Off-Sale with a 200 square-foot Outdoor Seating Area. The applicant is requesting Accessory Package Liquor Off-Sale and Beer/Wine Cooler On- and Off-Sale for a proposed Restaurant and Market.

The subject property is located within the Fremont East District of the Downtown Centennial Plan Overlay and will be complementary to the wide variety of commercial uses within area. Staff recommends approval of the requested Special Use Permits for a proposed Retail Establishment with Accessory Package Liquor Off-Sale and Beer/Wine Cooler On- and Off-Sale establishment, as the development is in compliance with the minimum Special Use Permit requirements listed in Title 19.12 for the Accessory Package Liquor and Beer/Wine Cooler On-sale establishment use. If denied, the use will only be allowed to operate as a General Retail Store, Other That Listed and Restaurant with no alcohol sales.

ISSUES

- The Retail Establishment with Accessory Package Liquor Off-Sale and Beer/Wine Cooler On- and Off-Sale uses are permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- The proposed Retail Establishment with Accessory Package Liquor Off-Sale and Beer/Wine Cooler On- and Off-Sale use is located within the Entertainment Overlay District.
- All signage requires DDRC-ARC approval prior to issuance of permits.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/22/99	The City Council approved a Special Use Permit (U-0154-98) for the sale of beer, wine for off-premise consumption in conjunction with an existing market/deli at 611 Fremont Street, Suite #20, subject to a six-month review.
01/05/00	The City Council approved a Required Six-Month Review of a Special Use Permit [U-0154-98(1)] for the sale of beer and wine for off-premise consumption in conjunction with an existing market/deli at 611 Fremont Street, Suite #20, subject to a one-year review.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/07/01	The City Council approved a Required One-Year Review of an approved Special Use Permit [U-0154-98(2)] for the sale of beer and wine for off-premise consumption in conjunction with an existing market/deli at 611 Fremont Street, Suite #20, with no subsequent reviews required.
04/16/03	The City Council approved a request for a Review of Condition (ROC-1770) Number 2 of the Special Use Permit (U-0154-98), which prohibited the sale of individual containers of any size beer, wine coolers or screw cap wine for an existing market/deli at 611 Fremont Street, Suite #20. The approval allowed the sale of such containers, subject to a one-year review at City Council.
04/07/04	The City Council approved a Required One-Year Review (RQR-3881) of a Review of Condition (ROC-1770) Number 2 of the Special Use Permit (U-0154-98), which prohibited the sale of individual containers of any size beer, wine coolers or screw cap wine for an existing market/deli at 611 Fremont Street, Suite #20. The approval allowed the sale of such containers, subject to a one-year review at City Council.
04/06/05	The City Council approved a Required One Year Review (RQR-6141) of an approved Review of Condition (ROC-1770) which deleted condition no. 2 of an approved Special Use Permit (U-0154-98) prohibiting the sale of individual containers of any size beer, wine coolers or screw cap wine for an existing market/deli at 611 Fremont Street, Suite #20. The approval was subject to a one year review.
04/05/06	The City Council approved a Required One Year Review (RQR-12041) of an approved Review of Condition (ROC-1770) which deleted condition no. 2 of an approved Special Use Permit (U-0154-98) prohibiting the sale of individual containers of any size beer, wine coolers or screw cap wine for an existing market/deli at 611 Fremont Street, Suite #20. The approval was subject to a one year review.
07/29/10	The Planning Commission approved a Special Use Permit (SUP-38581) for a proposed Tavern-Limited Establishment within an existing 1,920 square-foot restaurant at 611 Fremont Street, Suite #1
12/05/12	The City Council approved a Required Review (RQR-46744) of an approved Review of Condition (ROC-1770) which deleted condition no. 2 of an approved Special Use Permit (U-0154-98) prohibiting the sale of individual containers of any size beer, wine coolers or screw cap wine for an existing market/deli at 611 Fremont Street, Suite #20.
03/11/14	The Planning Commission voted (6-0-1/ts) to recommend APPROVAL of SUP-52718 [Special Use Permit for a proposed 6,448 square-foot retail establishment with accessory package liquor within a proposed market] and SUP-52720 [Special Use Permit for a proposed 6,448 square-foot beer/wine/cooler on- and off-sale, with 200 square feet of outdoor seating area within a proposed market and restaurant].

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/16/14	The City Council voted to hold this item in abeyance to the May 7, 2014 City Council Meeting.

Most Recent Change of Ownership	
08/25/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1946	The building at 611 Fremont Street was constructed.
02/20/98	A building permit (98003643) was issued for a Non-work Certificate of Occupation at 611 Fremont Street, Suite #20. The permit was finalized on 05/19/98.
04/13/98	A building permit (98007538) was issued for a Tenant Improvement at 611 Fremont Street, Suite #20. The permit was finalized on 05/20/98.
07/08/98	A business license (C05-01891) was issued for a Tobacco Dealer at 611 Fremont Street, Suite #20. The license is currently active.
07/22/98	A business license (C15-00209) was issued for a convenience store at 611 Fremont Street, Suite #20. The license is currently active.
07/12/99	A business license (L10-00195) was issued for Beer/Wine/Cooler Off-Sale at 611 Fremont Street, Suite #20. The license is currently active.

Pre-Application Meeting	
01/22/13	A pre-application meeting was held with staff and the applicant to discuss the submittal requirements for a Special Use Permit to operate a proposed Retail Establishment with Accessory Package Liquor and Beer/Wine Cooler On and Off-Sale with a 200 square-foot outdoor patio.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor was one held.

Field Check	
01/30/14	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	
Net Acres	0.15

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail	C (Commercial)	C-2 (General Commercial)
North	Hotel and Casino	C (Commercial)	C-2 (General Commercial)
South	Parking Lot	C (Commercial)	C-2 (General Commercial)
East	Parking Lot	C (Commercial)	C-2 (General Commercial)
West	Tavern-Limited	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District -Fremont East	X		Y
Downtown Centennial Plan Overlay District (Entertainment)	X		Y
Downtown Entertainment Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Fremont Street	Secondary Collector	Master Plan of Streets and Highways	80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Establishment	6,730 SQ FT	1:175	39				
TOTAL SPACES REQUIRED			39		0		N*
Regular and Handicap Spaces Required			37	2	0	0	N*

**Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.*

ANALYSIS

The Accessory Package Liquor use is defined as, "An establishment, other than a retail establishment with package liquor off-sale, whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold. This use includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location."

The Minimum Special Use Permit requirements for the Accessory Package Liquor use include:

1. Except as otherwise provided, no package liquor off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park

2. Except as otherwise provided in Requirement 3 below, the 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 establishment 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 establishment. 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 Requirements

3. In the case of an establishment proposed to be 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:

   a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

   b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for an establishment 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 requirements in Requirement 1 do not apply to:

   a. An establishment which has a non-restricted 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; or

   b. A proposed establishment having more than 50,000 square feet of retail floor space.

6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise non- waivable under the provisions of LVMC 19.12.050(C), may be waived:

a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;

c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or

d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

The Beer/Wine/Cooler On- and Off-Sale Establishment use is defined as, "An establishment:

1. Whose license to sell alcoholic beverages is limited to:

   a. The sale of beer, wine and coolers for consumption in connection with a meal on the premises where the business is conducted; and

   b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the business is conducted; and

2. Is operated in connection with a restaurant, general grocery store, general retail store or convenience store in which 30 or more people may be served with meals at any one time at tables or stools.

The Minimum Special Use Permit requirements for the Beer/Wine/Cooler On- and Off-Sale Establishment use include:

2. Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park.

3. Except as otherwise provided in Requirement 3 below, the 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 establishment 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 establishment. 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

4. In the case of an establishment proposed to be 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:
    a. a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

    b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

5. When considering a Special Use Permit application for an establishment 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.

6. The minimum distance requirements in Requirement 1 do not apply to:

    a. An establishment which has a non-restricted 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; or
    b. A proposed establishment having more than 50,000 square feet of retail floor space.

7. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

8. The minimum distance requirements set forth in Requirement 1, which are otherwise non-waivable under the provisions of LVMC 19.12.050(C), may be waived:

    a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

    b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;

    c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or

    d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

The proposed uses meet the definitions above, as the applicant intends to add Accessory Package Liquor and Beer/Wine Cooler Establishment use to a proposed 6,448 square-foot Market and Restaurant with a 200 square-foot Outdoor Patio.

The Retail Establishment with Accessory Package Liquor Off-Sale and Beer/Wine/Cooler On- and Off-Sale uses comply with all Minimum Special Use Permit Requirements; there are no protected uses within 400 feet of this proposal. The retail display area is composed of 300 square feet of self-serve cooler space for Beer/Wine/Cooler beverages and 40 square feet of shelf space dedicated to distilled spirits for a total area of 340 square feet dedicated to the retail display of alcohol sales. This constitutes approximately 5% of the allowable 10% of the retail floor space regularly devoted to the display and merchandising of alcoholic beverages.

In addition, the applicant has indicated that the proposed restaurant that will operate in conjunction with the proposed Market will provide prepared foods, and grab and go meals for customers. The submitted floor plan shows interior seating for 23 and exterior Outdoor Patio seating for 15 for a total of 38 seats, which exceeds the 30 seats required by Title 19.12 for the Beer/Wine/Cooler On- and Off-Sale use.

The subject property is located within the Fremont East District of the Downtown Centennial Plan Overlay and will be complementary to the wide variety of commercial uses within area. Staff recommends approval of this request, as the use conforms to the Minimum Special use Permit Requirements and is a compatible use for the proposed location and surrounding uses. If denied, the applicant would be allowed to operate a General Retail and Restaurant use without the ability to sell alcoholic beverages.

FINDINGS (SUP-52718)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Retail Establishment with Accessory Package Liquor Off-Sale use is compatible with the surrounding land uses in the Downtown Centennial Plan - Fremont East District. The proposed uses can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site can physically accommodate the proposed Retail Establishment with Accessory Package Liquor Off-Sale use and is in close proximity other commercial businesses in the Downtown Centennial Plan - Fremont East District.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Fremont Street, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. This street is sufficient in size to accommodate the needs of the proposed use. The parking standards of Title 19 are not automatically applied for proposals within the Downtown Centennial Plan; however, the applicant anticipates utilizing two nearby public parking lots and on-street parking meters to satisfy the developments parking demand. Staff finds that a sufficient amount of available parking is located within a one-block radius of this proposal.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this proposed Special Use Permit will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use meets all applicable conditions for a Retail Establishment with Accessory Package Liquor Off-Sale use per Title 19.12.

FINDINGS (SUP-52720)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Beer/Wine Cooler On- and Off-Sale Establishment use is compatible with the surrounding land uses in the Downtown Centennial Plan - Fremont East District. The proposed uses can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site can physically accommodate the proposed Beer/Wine Cooler On- and Off-Sale Establishment use and is in close proximity other commercial businesses in the Downtown Centennial Plan - Fremont East District.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

Site access is provided from Fremont Street, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. This street is sufficient in size to accommodate the needs of the proposed use. The parking standards of Title 19 are not automatically applied for proposals within the Downtown Centennial Plan; however, the applicant anticipates utilizing two nearby public parking lots and on-street parking meters to satisfy the developments parking demand. Staff finds that a sufficient amount of available parking is located within a one-block radius of this proposal.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of this proposed Special Use Permit will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed use meets all applicable conditions for a Beer/Wine Cooler On- and Off-Sale Establishment use per Title 19.12.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED 236 (By City Clerk)

APPROVALS 78

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-52718

Case Number: PRJ-52658 APN: 139-34-611-019

Name of Property Owner: Encryptic, LLC

Name of Applicant: 611 Fremont, LLC

Name of Representative: Todd Kessler

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Richard Sturman

Subscribed and sworn before me

This 22 day of January, 20 14

_____

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

PRJ-52658
01/23/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SUP

Project Address (Location) 611 Fremont St/Las Vegas, NV 89101

Project Name Market **Proposed Use** C-2

Assessor's Parcel #(s) 139-34-611-019 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 6,739 **Floor Area Ratio** _____

Gross Acres 0.15 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Encryptic, LLC **Contact** Richard Sturman

Address 114 N 3rd Street **Phone:** 7028857424 **Fax:** _____

City Las Vegas **State** NV **Zip** _____

E-mail Address lasvegasjewelry@hotmail.com

APPLICANT 611 Fremont, LLC **Contact** Todd Kessler

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024770045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rgglv.com

REPRESENTATIVE Todd Kessler **Contact** _____

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024770045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rgglv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Richard Sturman

Subscribed and sworn before me

This 22 day of January, 20 14.

_____

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

FOR DEPARTMENT USE ONLY

Case #	SUP-52718
Meeting Date:	03/11/14 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-52658
01/23/14

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

SITE PLAN

1/16" = 1'-0"

VICINITY MAP

N.T.S.

ASSESSOR'S PARCEL NUMBER: 139-34-611-019

LOCATION MAP

N.T.S.

Site and Project Information

SITE DATA

PARCEL NUMBER	139-34-611-019
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING ZONING	GENERAL COMMERCIAL DISTRICT (C-2)
PROPOSED ZONING	GENERAL COMMERCIAL DISTRICT (C-2)
PROPOSED USE	GROCERY STORE WITH CAFE
SITE AREA	6,539 SF 0.15 ACRES
MAX HEIGHT	NA
EXISTING HEIGHT	20'-11"
PROPOSED HEIGHT	30'-0"

BUILDING INFORMATION

CODE	2009 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	V-B
OCCUPANCY	M
FIRE SPRINKLERS PROVIDED	YES
BUILDING AREAS:	
MERCANTILE	4,297 SF
OFFICE/STORAGE	965 SF
KITCHEN/PREP	882 SF
TOTAL SQUARE FOOTAGE	6,144 SF
EXTERIOR SEATING SPACE	200 SF

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F 702.839.1213

611 Fremont

Site Development Review

611 Fremont Street
Las Vegas, Nevada
89101

Site Design Review 01.23.14

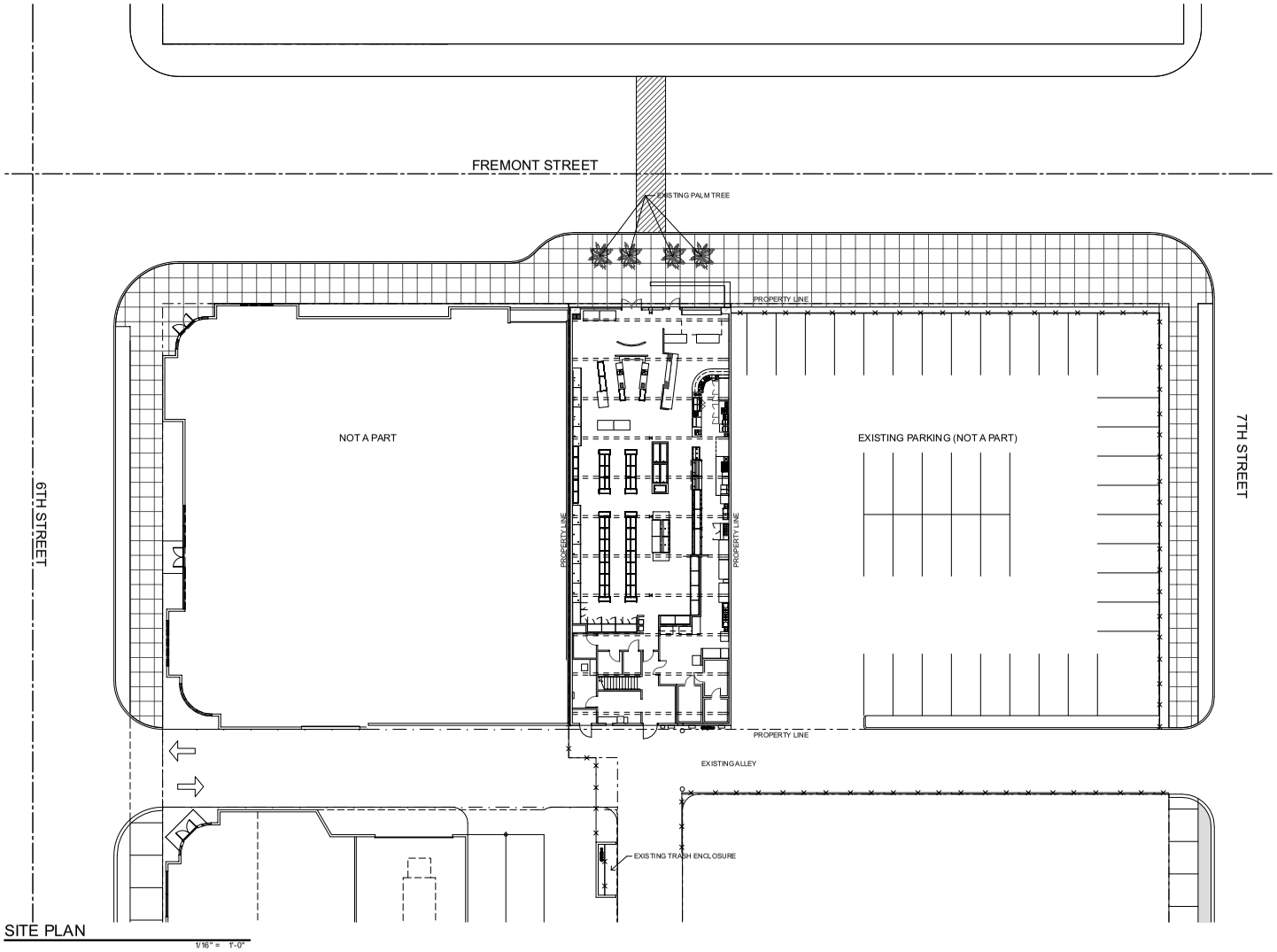
PRJ-52658
01/23/14

SITE PLAN

SDR100

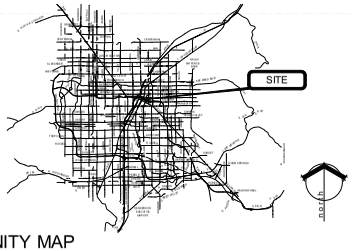
13.104 611 Fremont

SUP-52718 & SUP-52720



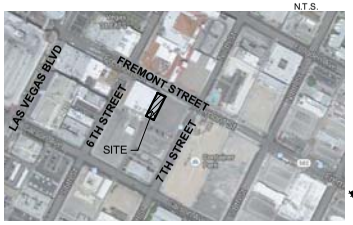
SITE PLAN

1/16" = 1'-0"



VICINITY MAP

N.T.S.



ASSESSOR'S PARCEL NUMBER: 139-34-611-019

LOCATION MAP

N.T.S.

Site and Project Information

SITE DATA

PARCEL NUMBER	139-34-611-019
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING ZONING	GENERAL COMMERCIAL DISTRICT (C-2)
PROPOSED ZONING	GENERAL COMMERCIAL DISTRICT (C-2)
PROPOSED USE	GROCERY STORE WITH CAFE
SITE AREA	6,539 SF 0.15 ACRES
MAX HEIGHT	NA
EXISTING HEIGHT	20'-11"
PROPOSED HEIGHT	30'-0"

BUILDING INFORMATION

CODE	2009 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	V-B
OCCUPANCY	M
FIRE SPRINKLERS PROVIDED	YES
BUILDING AREAS:	
MERCANTILE	4,297 SF
OFFICE/STORAGE	965 SF
KITCHEN/PREP	882 SF
TOTAL SQUARE FOOTAGE	6,144 SF
EXTERIOR SEATING SPACE	200 SF

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611 Fremont

Site Development Review

611 Fremont Street
Las Vegas, Nevada
89101

Schematic Design Presentation 01.16.14

PRJ-52658
01/23/14

SITE PLAN

SDR100

13.106 611 Fremont

SUP-52718 & SUP-52720

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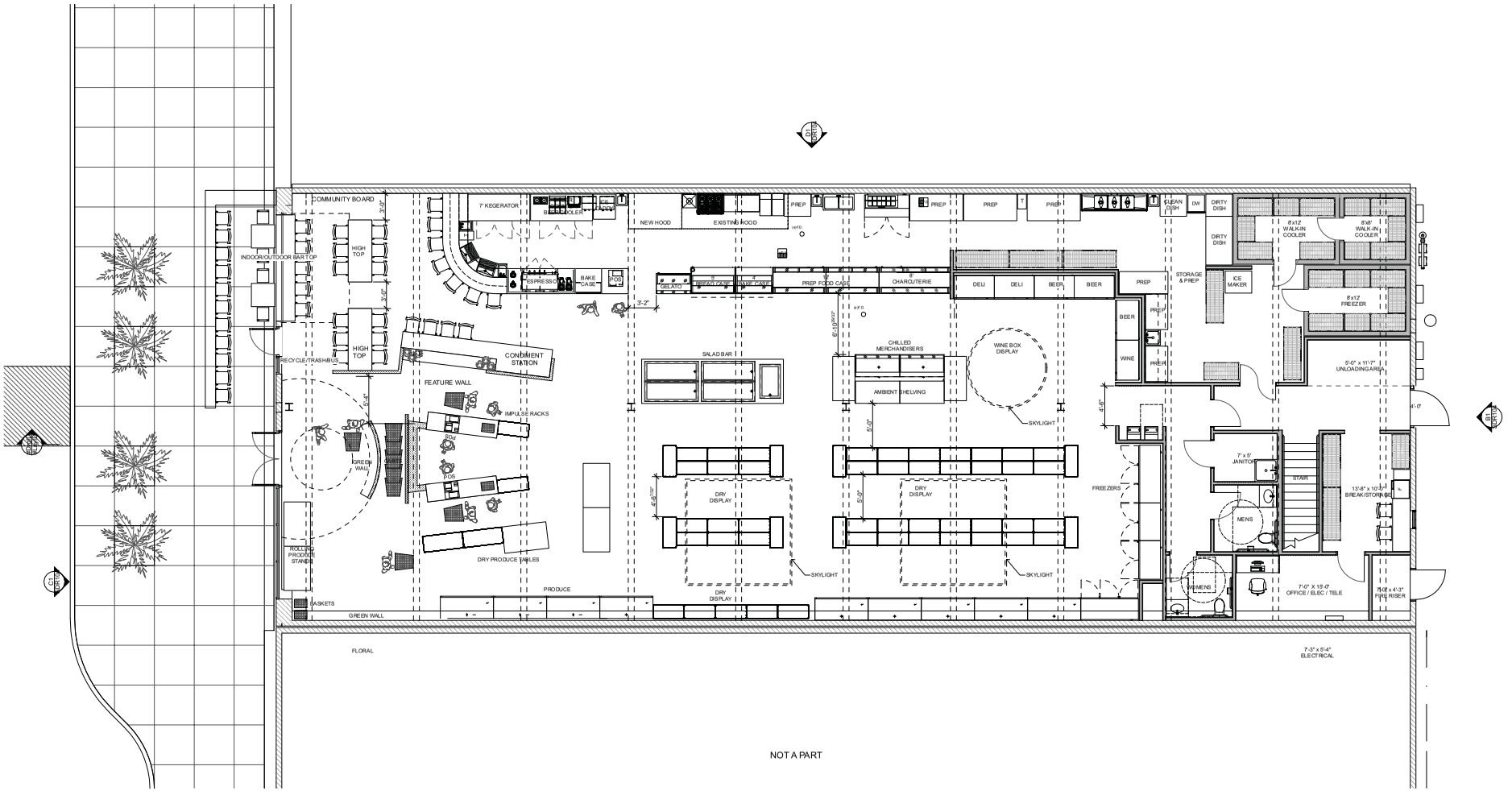

611 Fremont

Site Development Review

611 Fremont Street
Las Vegas, Nevada
89101

SUP-52718 & SUP-52720

FLOOR PLAN

SDR102

13.106 611 Fremont

Schematic Design Presentation 01.16.14

PRJ-52658
01/23/14

SCALE: 3/16" = 1'-0"

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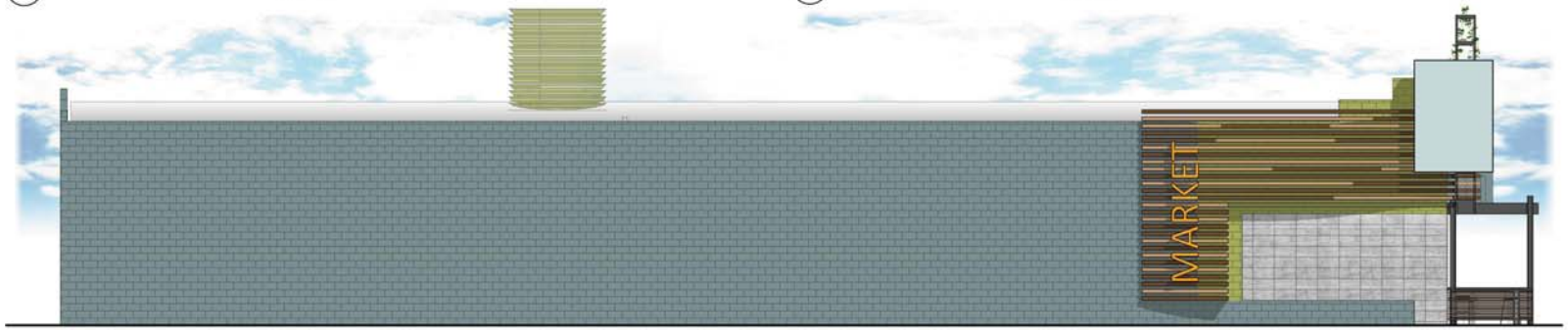
tcarmwork://dmsenvironmentgroup.com/13.106 Urban Market (12)/14-4.30 PM.rtd.act saved by

B1 SOUTH ELEVATION
3/16" = 1'-0"

C1 NORTH ELEVATION
3/16" = 1'-0"

C3 NORTHEAST PERSPECTIVE
1/4" = 1'-0"



D1 EAST ELEVATION
3/16" = 1'-0"

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Site Development Review
611 Fremont Street
Las Vegas , Nevada
89101

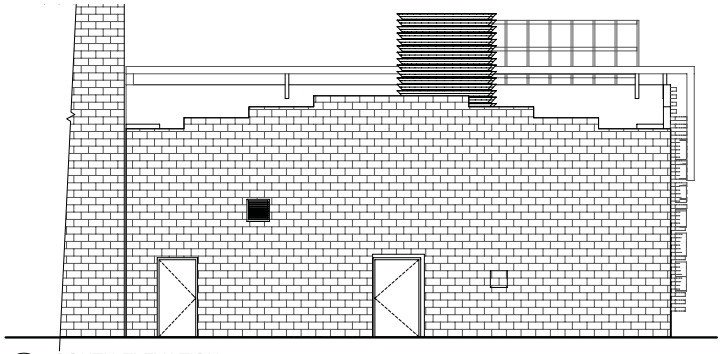
Site Design Review 01.23.14

ELEVATIONS
SDR 104

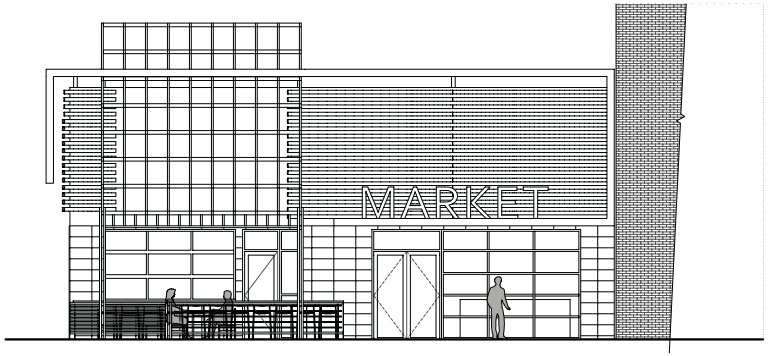
13.104 611 Fremont

PRJ-52658
01/23/14

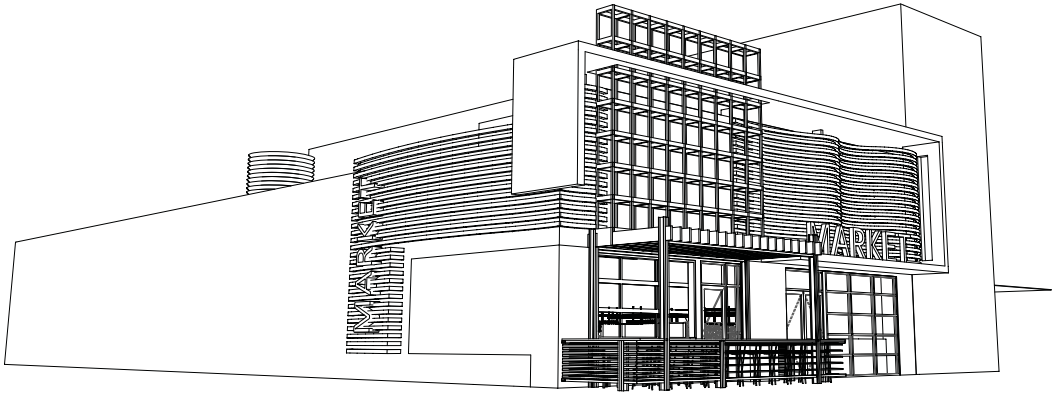
SUP-52718 & SUP-52720



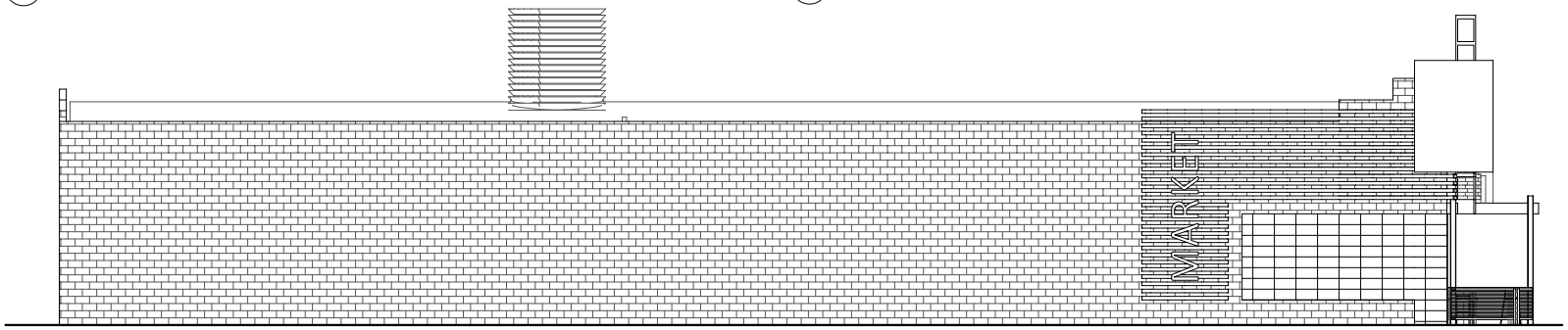
B1 SOUTH ELEVATION
3/ 16" = 1'-0"



C1 NORTH ELEVATION
3/ 16" = 1'-0"



C3 NORTHEAST PERSPECTIVE
1/4" = 1'-0"



D1 EAST ELEVATION
3/ 16" = 1'-0"

611 Fremont

Site Development Review

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Schematic Design Presentation 01.16.14

ELEVATIONS

SDR104

13.106 611 Fremont

PRJ-52658
01/23/14

SUP-52718 & SUP-52720

Plotted: 1/21/14 4:30 PM by Brian Herrera

SUP-52718 & SUP-52720 [PRJ-52658]- APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC
611 FREMONT STREET

01/30/14

SUP-52718 & SUP-52720 [PRJ-52658]- APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC
611 FREMONT STREET

01/30/14

TODD KESSLER
261 Las Vegas Blvd. North – Suite 110
Las Vegas, NV 89101

January 23, 2014

Flinn Fagg
City of Las Vegas
Planning & Development
333 So. Rancho Dr
Las Vegas, Nevada 89101

Re: JUSTIFICATION LETTER -- SUP's APN 139-34-611-019

Dear Mr. Fagg:

Please accept this as our official justification letter for a proposed Grocery Store/Market Downtown. The Applications are for a SUP FOR A PROPOSED RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE and BEER/WINE ON- AND OFF-SALE ESTABLISHMENT IN AN EXISTING BUILDING at 611 E Fremont Street, Las Vegas, Nevada 89101 zoned C-2 (General Commercial).

The Grocery Store/Market will cover 6,530 square feet of interior space and 200 square feet of exterior patio space, totaling 6,730 square feet. It will offer a broad selection of natural, organic and conventional grocery products in addition to prepared foods, and grab and go meals. The Grocery Store/Market will most likely open at 7 AM daily and close at 9 PM Sunday-Thursday and at midnight on weekends. This use will serve as a much needed amenity for residents and visitors of Downtown Las Vegas and is harmonious and compatible with surrounding land uses.

This establishment will further enhance the revitalization of Downtown by making it a destination that attracts tourists and locals as well as assist in the success of the current revitalization of downtown. This will not change the history and culture that has been well established in Downtown, but will rather create more energy and help enhance the attractiveness of the Downtown Renaissance.

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler

SUP-52718 & SUP-52720 - REVISED

PRJ-52658
02/03/14

March 17, 2014

Honorable Carolyn G. Goodman
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

Dear Mayor Goodman:

On behalf of the Fremont East Entertainment District Board, please accept this letter to document our support of SUP-52718 and SUP-52720 for a PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR and PROPOSED BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street, scheduled for the April 2nd City Council Meeting.

After meeting with the applicant and discussing the issue with Metro Downtown Area Command Captain Shawn Anderson, we have an understanding of what to expect with these Special Use Permits. The applicant has agreed to not sell the following: Four Loko, 40 oz. Malt Liquor, miniature bottles of liquor, or single/individual beers. With that consideration, the Fremont East Board supports this project.

This market fills a great need in the Fremont East Entertainment District for residents and visitors alike. This pedestrian friendly community that combines diverse street-life, local businesses, eateries, sidewalk cafes, bars and cocktail lounges, lively entertainment, retail, residential living and a historic gambling house and hotel plays a critical role in the ongoing revitalization of Downtown Las Vegas and this new grocery market will continue the momentum.

If you have any questions or would like to discuss further, please to not hesitate to contact me.

Regards,

Mike Nolan
FEED President
702-385-5200
Fremont East Entertainment

RECEIVED
MAR 2 0 2014
City of Las Vegas
Department of Planning

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	City Hall LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	515 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	217 LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	112 4th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	209 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	333 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	601 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	707 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	110 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	319 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	1000 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	128 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	906 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	200 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	Downtown Carson LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	Fremont LV BLVD LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	230 8th Street LLC
Address	PO Box 157
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	120 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	330 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	611 Fremont, LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	215 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	208 Las Vegas Blvd., LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	Annex LV Blvd., LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	218 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	310 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number

Name	401 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-81-1
Name	900 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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CITY CLERK

2014 APR 14 A 11:12

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FIRST CLASS

UNITED STATES POSTAGE
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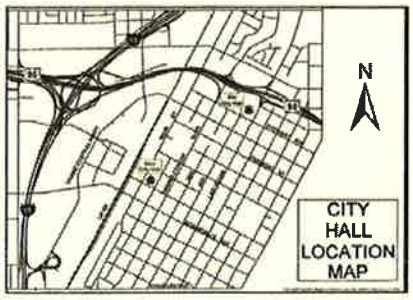
APR 03 2014
MAILED FROM ZIP CODE 89101

* This is too close to our business and there is already enough liquor in this area.

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, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-52718 & SUP-52720 [PRJ-52658]
City Council Meeting of **April 16, 2014**

THREE TWENTY TWO L L C
5151 PROCYON ST #108
LAS VEGAS NV 89118-1713

APN#13934510026

73 BROFNHP 89118

Submitted after final agenda

Date 4/14/14 Item 81 & 82

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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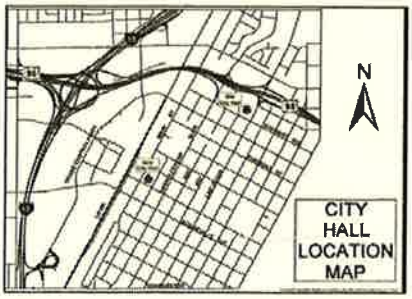
APR 03 2014
MAILED FROM ZIPCODE 89101

RECEIVED
CITY CLERK
2014 APR -9 A 11:00

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, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-52718 & SUP-52720 [PRJ-52658]
City Council Meeting of **April 16, 2014**

VALLEY OF THE SUN LAS VEGAS LLC
1345 S LEWIS ST
ANAHEIM CA 92805-6431

APN#13934612019

114 BRDFNMP 92805

Submitted after final agenda

Date 4/16/2014 Item 81482

RECEIVED
CITY CLERK

2014 APR 10 A 9:06

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

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PITNEY BOWES
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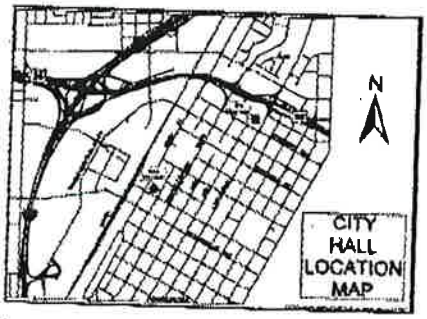
0004279216 APR 03 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



There should be restrictions on this permit.

you wish to file your protest or support on this request, check the propriate box below and return this card in an envelope with postage to the fice Of The City Clerk at the address listed above, fax this side of this card (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If u would like to contact your Council Representative, please call (702) 229-05.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.

P-52718 & SUP-52720 [PRJ-52658]

y Council Meeting of **April 16, 2014**

DEMASSI DOUGH & HEATHER
2716 BAYO CT
LAS VEGAS NV 89102-2018

APN#13934612064

45 89074-MP 9310

RECEIVED
CITY CLERK
2014 APR 10 A 9:06

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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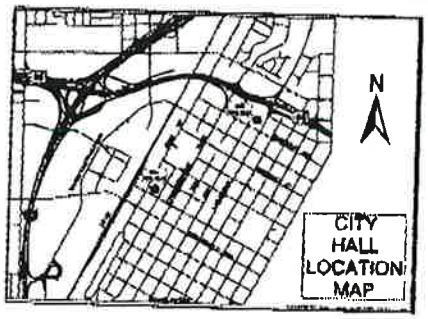
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.
JP-52718 & SUP-52720 [PRJ-52658]
ty Council Meeting of **April 16, 2014**

E VILLAGE L L C
2945 S MONTE CRISTO WY
LAS VEGAS NV 89117-3224

APN#13934512087

71 BRDFMMP 8917

RECEIVED
CITY CLERK

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

2014 APR 10 A 9:06

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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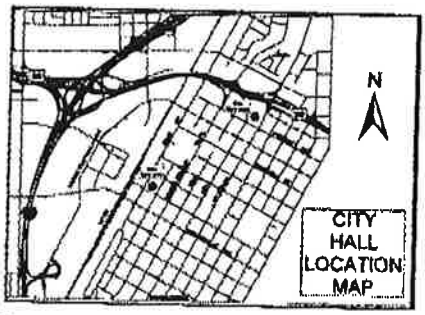
APR 03 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.
UP-52718 & SUP-52720 [PRJ-52658]
ity Council Meeting of **April 16, 2014**

THOMAS GEORGE ETAL
2945 S MONTE CRUST WY
LAS VEGAS NV 89117

APN#13934612069

71 BRDFNMP 8911?

ty of Las Vegas
fice Of The City Clerk
5 S. Main St., City Hall
s Vegas, Nevada 89101

RECEIVED
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2014 APR 10 A 9:05

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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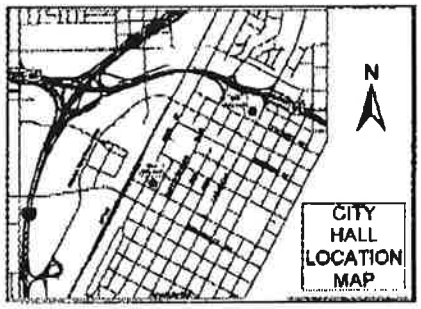
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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HAWAIIAN-I L L C
%HAWAIIAN EYE LLC
2716 BAYO CT
LAS VEGAS NV 89102-2018

APN#13934612063

☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.

JP-52718 & SUP-52720 [PRJ-52658]
ty Council Meeting of **April 16, 2014**

45 BRDFNMP 89102

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

March 17, 2014

Honorable Carolyn G. Goodman
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

Dear Mayor Goodman:

On behalf of the Fremont East Entertainment District Board, please accept this letter to document our support of SUP-52718 and SUP-52720 for a PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR and PROPOSED BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street, scheduled for the April 2nd City Council Meeting.

After meeting with the applicant and discussing the issue with Metro Downtown Area Command Captain Shawn Anderson, we have an understanding of what to expect with these Special Use Permits. The applicant has agreed to not sell the following: Four Loko, 40 oz. Malt Liquor, miniature bottles of liquor, or single/individual beers. With that consideration, the Fremont East Board supports this project.

This market fills a great need in the Fremont East Entertainment District for residents and visitors alike. This pedestrian friendly community that combines diverse street-life, local businesses, eateries, sidewalk cafes, bars and cocktail lounges, lively entertainment, retail, residential living and a historic gambling house and hotel plays a critical role in the ongoing revitalization of Downtown Las Vegas and this new grocery market will continue the momentum.

If you have any questions or would like to discuss further, please to not hesitate to contact me.

Regards,

Mike Nolan
FEED President
702-385-5200
Fremont East Entertainment

RECEIVED
MAR 2 0 2014
City of Las Vegas
Department of Planning

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-1
Name	401 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-2
Name	701 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-3
Name	310 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-4
Name	900 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I Support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-4
Name	215 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-6
Name	333 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-7
Name	Downtown Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-8
Name	1000 Fremont, LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-8
Name	`20 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-9
Name	City Hall LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-10
Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-12
Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-13
Name	113 4th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-14
Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-14
Name	601 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-16
Name	Annex LV Blvd LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-17
Name	117 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-17
Name	218 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-18
Name	515 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-19
Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-20
Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-22
Name	330 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-23
Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-24
Name	Fremont LV Blvd LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-25
Name	208 Las Vegas Blvd. LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-26
Name	230 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-28
Name	319 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-28
Name	906 Carson, LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-30
Name	110 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-31
Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-31
Name	200 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-33
Name	209 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-34
Name	707 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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Tracking Number	PC03112014-41-35
Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52718 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR WITHIN A PROPOSED MARKET at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-41-35
Name	128 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

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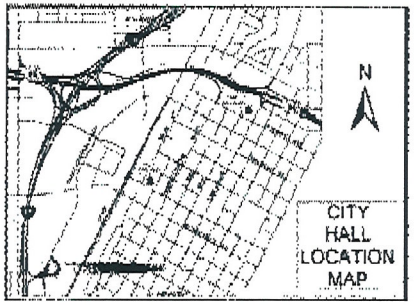
Tracking Number	PC03112014-41-36
Name	217 LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

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 at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-52718 & SUP-52720 [PRJ-52658]
Planning Commission Meeting of **3/11/2014**

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 FEB 27 2014
MAILED FROM ZIP CODE 89101

RECEIVED
MAR 04 2014
City of Las Vegas
Dept. of Planning

Case: SUP-52718
13934612064
DEMASSI DOUGH & HEATHER
2716 BAYO CT
LAS VEGAS NV 89102-2018

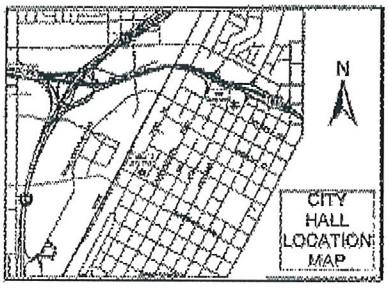
#4 2-4-14

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 FEB 27 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-52718 & SUP-52720 [PRJ-52658]
Planning Commission Meeting of **3/11/2014**

RECEIVED
MAR 0 4 2014
City of Las Vegas
Dept. of Planning

Case: SUP-52718
13934610030
API NEVADA PROPERTIES INC
660 N MAIN #100
SAN ANTONIO TX 78205-1217

123 LRDFMP 78205

#41-42A

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 7, 2014

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

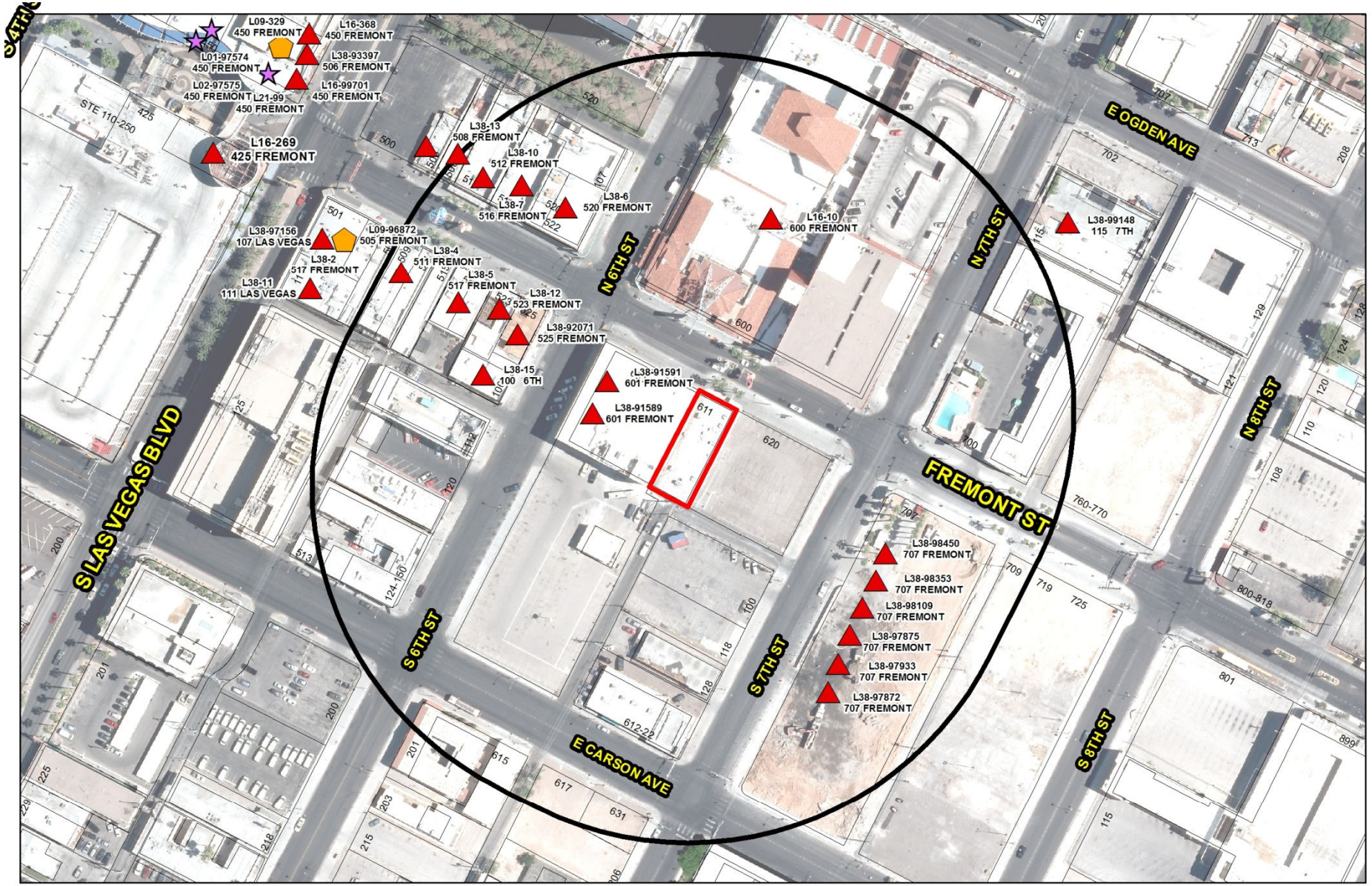
SUBJECT:
SUP-52720 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**39**
City Council Meeting	**1**	**City Council Meeting**	**39**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Special Map
3. Supporting Documentation
4. E Comments Received in Support
5. Submitted after Final Agenda - Protest/Support Postcards for SUP-52718 and SUP-52720
6. Backup Referenced from the March 11, 2014 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



SUP-52720 (PRJ-52658)

Beer/Wine/Cooler On-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Tavern
- Restaurant With Liquor/ Restaurant With Service Bar/ Beer Wine Room/ Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Subject Property
- 400 foot buffer

N

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

Date: Monday, January 27, 2014

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-52720

Case Number: PRJ-52658 APN: 139-34-611-019

Name of Property Owner: Encryptic, LLC

Name of Applicant: 611 Fremont, LLC

Name of Representative: Todd Kessler

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Richard Sturman

Subscribed and sworn before me

This 22 day of January, 20 14

_____

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PRJ-52658
01/23/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SUP

Project Address (Location) 611 Fremont St/Las Vegas, NV 89101

Project Name Market **Proposed Use** C-2

Assessor's Parcel #(s) 139-34-611-019 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 6,739 **Floor Area Ratio** _____

Gross Acres 0.15 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Encryptic, LLC **Contact** Richard Sturman

Address 114 N 3rd Street **Phone:** 7028857424 **Fax:** _____

City Las Vegas **State** NV **Zip** _____

E-mail Address lasvegasjewelry@hotmail.com

APPLICANT 611 Fremont, LLC **Contact** Todd Kessler

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024770045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rgglv.com

REPRESENTATIVE Todd Kessler **Contact** _____

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024770045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rgglv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Richard Sturman

Subscribed and sworn before me

This 22 day of January, 20 14.

_____

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

FOR DEPARTMENT USE ONLY

Case #	SUP-52720
Meeting Date:	03/11/14 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-52658
01/23/14

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

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Tracking Number	CC04162014-82-1
Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

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Tracking Number	CC04162014-82-1
Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

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Tracking Number	CC04162014-82-1
Name	City Hall LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

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Tracking Number	CC04162014-82-1
Name	515 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

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Tracking Number	CC04162014-82-1
Name	217 LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

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Tracking Number	CC04162014-82-1
Name	113 4th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

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Tracking Number	CC04162014-82-1
Name	209 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

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Tracking Number	CC04162014-82-1
Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
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Comment	Support
Vote	For

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Tracking Number	CC04162014-82-1
Name	333 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

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Tracking Number	CC04162014-82-1
Name	601 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

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Name	707 Fremont LLC
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Comment	Support
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Tracking Number	CC04162014-82-1
Name	319 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	1000 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	128 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	906 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number CC04162014-82-1

Name 200 6th Street LLC

Address PO Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment Support

Vote For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	Downtown Carson LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	Fremont LV Blvd. LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	230 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	120 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	330 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	611 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	215 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	208 Las Vegas Blvd., LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	Annex LV BLVD LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	218 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	310 9th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	401 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

Tracking Number	CC04162014-82-1
Name	900 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

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

March 17, 2014

Honorable Carolyn G. Goodman
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

Dear Mayor Goodman:

On behalf of the Fremont East Entertainment District Board, please accept this letter to document our support of SUP-52718 and SUP-52720 for a PROPOSED 6,448 SQUARE-FOOT RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR and PROPOSED BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street, scheduled for the April 2nd City Council Meeting.

After meeting with the applicant and discussing the issue with Metro Downtown Area Command Captain Shawn Anderson, we have an understanding of what to expect with these Special Use Permits. The applicant has agreed to not sell the following: Four Loko, 40 oz. Malt Liquor, miniature bottles of liquor, or single/individual beers. With that consideration, the Fremont East Board supports this project.

This market fills a great need in the Fremont East Entertainment District for residents and visitors alike. This pedestrian friendly community that combines diverse street-life, local businesses, eateries, sidewalk cafes, bars and cocktail lounges, lively entertainment, retail, residential living and a historic gambling house and hotel plays a critical role in the ongoing revitalization of Downtown Las Vegas and this new grocery market will continue the momentum.

If you have any questions or would like to discuss further, please to not hesitate to contact me.

Regards,

Mike Nolan
FEED President
702-385-5200
Fremont East Entertainment

RECEIVED
MAR 2 0 2014
City of Las Vegas
Department of Planning

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-42-1
Name	401 6th Street LLC
Address	PO Box 1750
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	128 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	707 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	209 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	200 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	110 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	906 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	319 9th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	230 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	208 Las Vegas Blvd. LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	Fremont LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	330 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	515 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	218 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	117 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	Annex LV Blvd LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	601 Bridger LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	113 4th Street, LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	City Hall LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	120 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	1000 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.
Tracking Number

Name	Downtown Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	333 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	215 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	900 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	310 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING - APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number	PC03112014-42-2
Name	701 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SUP-52720 - SPECIAL USE PERMIT RELATED TO SUP-52718 - PUBLIC HEARING -APPLICANT: 611 FREMONT, LLC - OWNER: ENCRYPTIC, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,448 SQUARE-FOOT BEER/WINE/COOLER ON- AND OFF-SALE, WITH 200 SQUARE FEET OF OUTDOOR SEATING AREA WITHIN A PROPOSED MARKET AND RESTAURANT at 611 Fremont Street (APN 139-34-611-019), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-52658]. Staff recommends APPROVAL.

Tracking Number

Name	217 LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 7, 2014

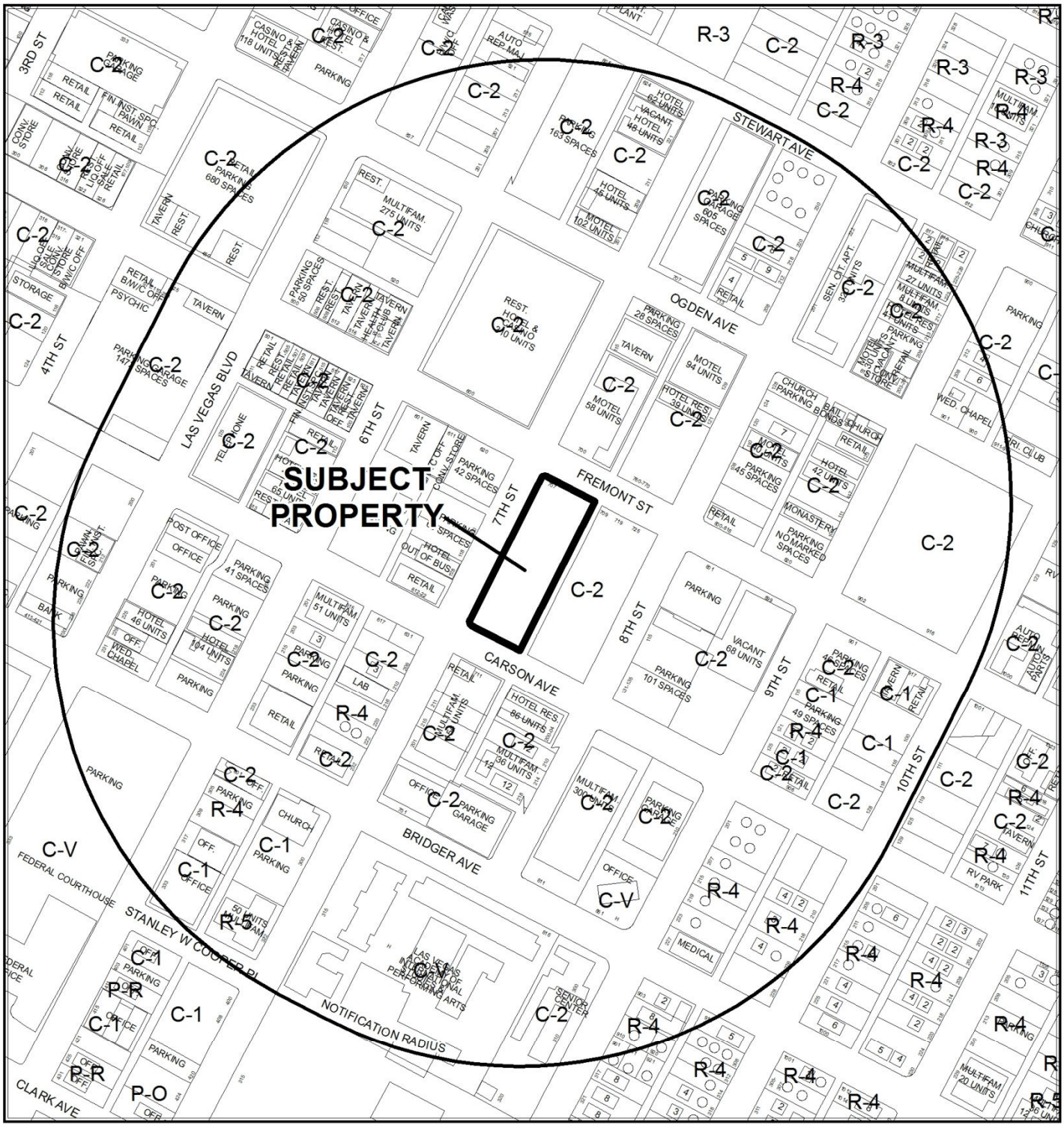
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-52716 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**26**
City Council Meeting	**0**	**City Council Meeting**	**30**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. E Comments Received in Support and Support Postcard
7. Backup Referenced from the March 11, 2014 Planning Commission Meeting



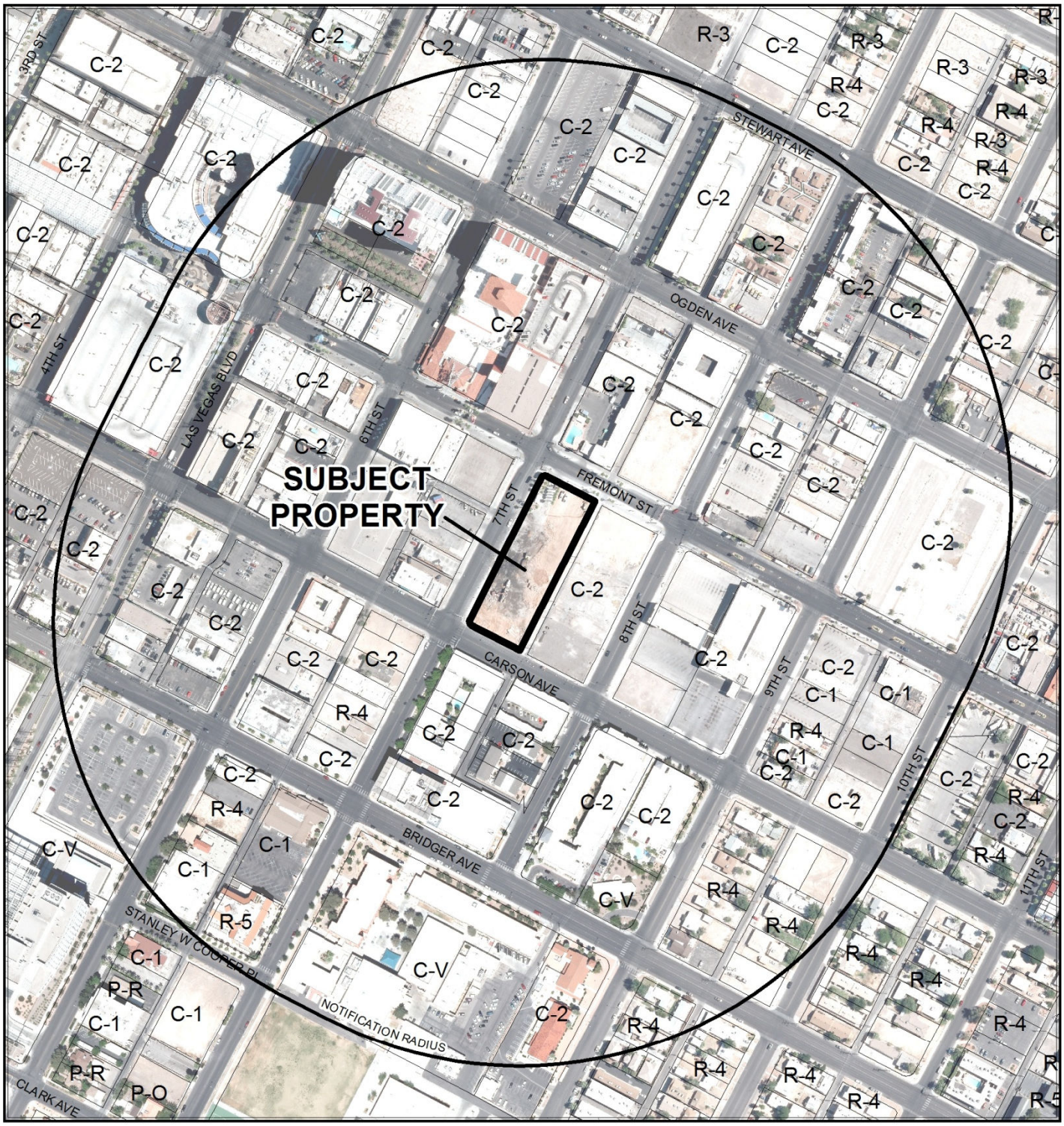
0 300 600 Feet

CASE: **SDR-52716 (PRJ-52234)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **SDR-52716 (PRJ-52234)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-52716	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-52716 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-45945) shall be required, if approved.

2. 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.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 01/23/14, except as amended by conditions herein.

4. A Waiver from Downtown Centennial Plan – Architectural Design Standards is hereby approved, to allow "no screening of mechanical equipment from street level and surrounding building views.

5. 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.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

8. Site development to comply with all applicable conditions of approval for SDR-45945 and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to approved Site Development Plan Review (SDR-45945) for a Waiver to allow no screening of mechanical equipment from street level and surrounding building views at 707 Fremont Street. The applicant is proposing to deviate from the Architectural Design Standards of the Downtown Centennial Plan-Fremont East District by providing no screening of mechanical equipment from street view and surrounding buildings. The subject site has several roof-mounted cooling units and wall mounted HVAC units that are not screened from view from street level and surrounding properties. Staff recommends Denial of this request, as the proposed amendment is self-imposed and does not meet the Architectural Design Standards found in the Downtown Centennial Plan- Fremont East District

ISSUES

- Individual roof-top mounted cooling units and wall mounted HVAC mechanical equipment are not screened from street level and surrounding building views per Downtown Centennial Plan – Fremont East District design requirements.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/10/1964	The City Council approved a Rezoning (Z-0100-64) from: R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to: C-2 (General Commercial) for approximately 230 Acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south.
10/17/12	The City Council approved a Special Use Permit (SUP-45948) for a proposed 56,000 square-foot Tavern-Limited use and Site Development Plan Review (SDR-45945) for a related commercial development with Waivers of the Downtown Centennial Plan Design Standards on 1.29 acres at 707 Fremont Street. The Planning Commission recommended approval and staff recommended denial.
10/17/12	The City Council approved a Variance to allow an eight-foot tall front yard fence where five feet is the maximum height allowed on 1.29-acres at 707 Fremont Street. The Planning Commission recommended approval with staff recommending denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/17/12	A Final Map (FMP-47008) for a reversion to acreage was recorded.
10/15/13	The Downtown Design Review Committee (ARC-51396) approved a signage design for an approved commercial development at 707 Fremont Street.
09/09/13	The Planning Department approved a Site Development Plan Review (SDR-51070) for a Minor Amendment to Site Development Plan Review (SDR-45945) for revisions to the internal play area equipment on 1.29 acres at 707 Fremont Street.
03/11/14	The Planning Commission vote resulted in a tie (3-3-1) which is tantamount to recommendation of DENIAL.
04/16/14	The City Council voted to hold this item in abeyance to the May 7, 2014 City Council Meeting.

Most Recent Change of Ownership	
03/12/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/09/12	A demolition permit (#210660) was issued by the Building and Safety Department for the demolition and removal of a motel at 707 Fremont Street.
03/21/13	A Plan Check Application (#47780) has been issued for various building permits covering the proposed retail plaza, towers, onsite improvements, and fences.
04/09/13	Plan Check Application (#49039) has been issued for the additional means and methods for submitting building permits for the proposed rail road cars.
04/23/13	Plan Check Application (#48814) has been issued for the additional building permits covering the additional retail structures and components of the approved Site Development Plan SDR-45945.
08/29/13	Plan Check Application (#50773) has been requested for the internal interactive play area. This request is under review and has not been approved
11/25/13	Plan Check Application (#51780) has been issued for five tenant improvements.
01/14/14	Plan Check Application (#51976) has been issued for the alternate means and methods for submitting building permits for a proposed grease interceptor.

Pre-Application Meeting	
12/05/13	A pre-application meeting was held with the applicant's representative to discuss a potential waiver to the Downtown Centennial Plan – Fremont East District Architectural Design Standards. It was determined that request would require a Major Amendment to the approved Site Development Plan Review (SDR-45945) as the requested Waiver may only be granted by City Council per the Downtown Centennial Plan Waiver and Amendment Process.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
01/30/2014	During a routing field check staff found a well maintained commercial site, free from debris or litter. Roof-mounted cooling units and wall mounted HVAC units were clearly visible from street view and surrounding buildings. Infrastructure (poles) for the screening of roof-mounted mechanical equipment appears to be in place, however no screening has been done.

Details of Application Request	
Site Area	
Net Acres	1.29

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail, Other Than Listed and Tavern-Limited	C (Commercial)	C-2 (General Commercial)
North	Motel	C (Commercial)	C-2 (General Commercial)
South	General Retail, Other Than Listed Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
East	Undeveloped	C (Commercial)	C-2 (General Commercial)
West	Parking Lot General Retail, Other Than Listed	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District	Y
Downtown Entertainment Overlay District	Y
Live/Work Overlay District	Y

Other Plans or Special Requirements	*Compliance*
Trails	Y
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to the Downtown Centennial Plan, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Mech. Equipment	Screened	Not-Screened	N

Waivers		
Requirement	***Request***	***Staff Recommendation***
All mechanical equipment shall be screened from street level and surrounding building views.	To allow no screening of mechanical equipment form street view and from surrounding buildings	Denial

ANALYSIS

Per the Downtown Centennial Plan Waiver and Amendment process, "Waivers to the Design Standards contained within the Downtown Centennial Plan may only be granted by the City Council with clear and convincing evidence for demonstrating economic hardship or to further the City's redevelopment efforts." A Major Amendment to the approved Site Development Plan Review (SDR-45945) is required as the proposed change to the subject property does not meet Architectural Design Standards found in the Downtown Centennial Plan- Fremont East District which state, "All mechanical equipment shall be screened from street level and surrounding building views."

The applicant is proposing to deviate from the Architectural Design Standards design standards of the Downtown Centennial Plan-Fremont East District by providing no screening of mechanical equipment from street view and surrounding buildings. The subject site has several roof-mounted cooling units and wall mounted HVAC units that are not screened from view.

All proposed changes accompanying this request entail not screening mechanical equipment only. There are no proposed changes in land use, the development along the perimeter, site access or development intensity. Staff recommends Denial of this request, as the proposed amendment is self-imposed and does not meet the Architectural Design Standards found in the Downtown Centennial Plan- Fremont East District and will create a undesirable appearance that is not harmonious with surrounding developments in the area.

FINDINGS MAJOR AMENDMENT TO (SDR-45945)

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 amendments to the approved Site Development Plan Review are self-imposed and will alter the proposed entertainment and retail plaza, as approved. The proposed amendments consist of a non-screening of mechanical equipment which is not compatible with adjacent development.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed amendments to Site Development Plan Review (SDR-45945) are not consistent with the Architectural Design Standards found in the Downtown Centennial Plan- Fremont East District, as approved.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   There are no proposed changes to the site access or circulation affiliated with this request. The proposed amendments are limited to the non-screening of mechanical equipment at the site.

4. **Building and landscape materials are appropriate for the area and for the City;**

   There are no proposed changes to the building and landscape materials affiliated with this request.

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;**

   The proposed non-screening of mechanical equipment from street view and surrounding buildings does not meet the Architectural Design for the Downtown Centennial Plan-Fremont East District and will create a undesirable appearance that is not harmonious with compatible development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore appropriate measure will be taken to protect the health, safety, and general welfare of the public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 38

NOTICES MAILED 134 (By City Clerk)

APPROVALS 56

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-52716

Case Number: PRJ-52234 APN: 139-34-601-007

Name of Property Owner: 707 Fremont, LLC

Name of Applicant: Shipping Container, LLC

Name of Representative: Todd Kessler

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Andrew B. Donner

Subscribed and sworn before me

This 17 day of December, 2013

_____

Notary Public in and for said County and State

DARLENE A. KEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 03-2068-1
My Appt. Expires February 22, 2017

PRJ-52234
01/23/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR

Project Address (Location) 707 Fremont Street/Las Vegas, NV 89101

Project Name Container Park Waiver to Req'd Mech Screening **Proposed Use** C-2

Assessor's Parcel #(s) 139-34-601-007 **Ward #** 5-Barlow

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.29 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER 707 Fremont, LLC **Contact** Todd Kessler

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024895188

City Las Vegas **State** NV **Zip** 89125

E-mail Address Todd@rgglv.com

APPLICANT Shipping Containers, LLC **Contact** Todd Kessler

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024895188

City Las Vegas **State** NV **Zip** 89125

E-mail Address Todd@rgglv.com

REPRESENTATIVE Todd Kessler **Contact** _____

Address PO Box 1570 **Phone:** 7029534320 **Fax:** 7024895188

City Las Vegas **State** NV **Zip** 89125

E-mail Address Todd@rgglv.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew B Donner

Subscribed and sworn before me

This 17 day of December, 2013.

Darlene A. Nepp-Rockwood

Notary Public in and for said County and State

DARLENE A. NEPP-ROCKWOOD
Notary Public, State of Nevada
Appointment No. 96-2068-1
My Appt. Expires February 22, 2017

FOR DEPARTMENT USE ONLY

Case #	SDR-52716
Meeting Date:	03/11/14 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PR-52234
01/23/14

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

TYPICAL ROOF TOP DUCTING
Roof top ducting to be painted white to match adjacent metal surfaces and roof material to blend/coordinate with adjacent materials.

PAINTED WALL MOUNTED UNIT, TYP.
Wall mounted unit is painted to match adjacent wall surface, blending the unit with the surrounding shipping container architectural features.

TYPICAL ROOF TOP CONDENSING UNIT
Existing roof top condensing unit to remain as-is without additional screening due to the architectural styling of the unit.

PAINTED WALL MOUNTED UNIT, TYP. AND ROOF TOP CONDENSING UNITS
Wall mounted unit is painted to match adjacent wall surface, blending the unit with the surrounding shipping container architectural features.

PAINTED WALL MOUNTED UNIT, TYP.
Wall mounted unit is painted to match adjacent wall surface, blending the unit with the surrounding shipping container architectural features.

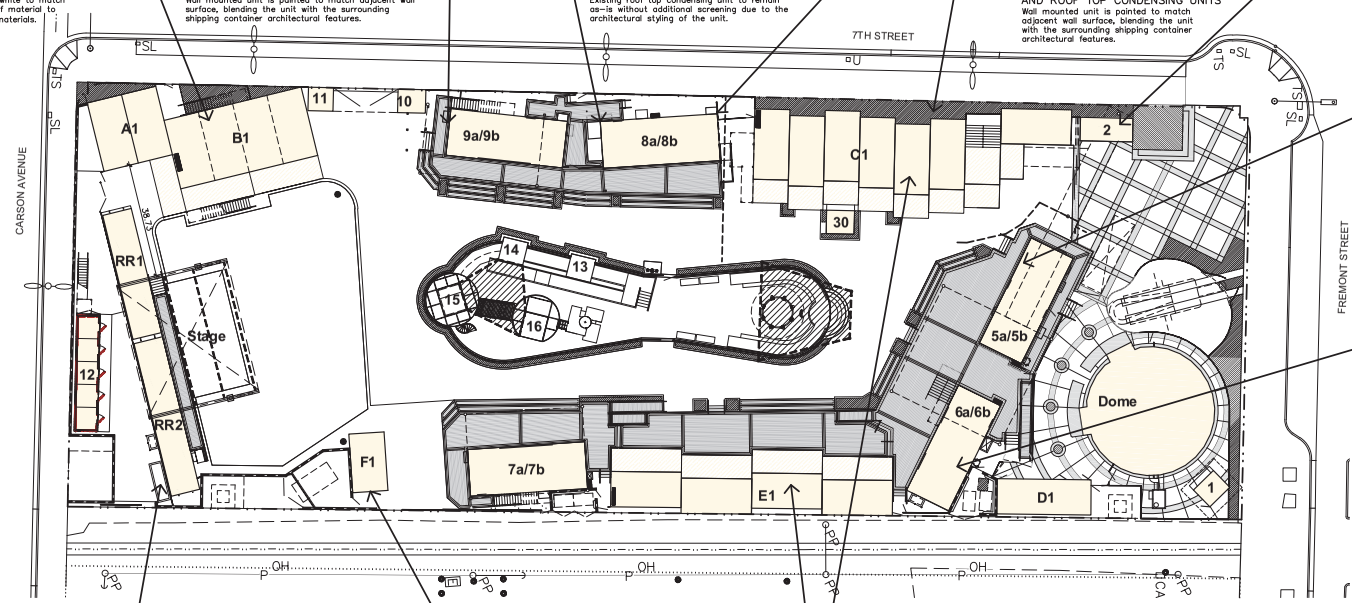
TYPICAL ROOF TOP CONDENSING UNIT
Roof mounted unit is painted to match adjacent wall surface, blending the unit with the surrounding shipping container architectural features.

ROOF TOP MECHANICAL UNITS
Existing roof top units and associated ductwork to be screened with similar materials to the surrounding shipping containers (painted metal).

PAINTED WALL MOUNTED UNIT, TYP.
Wall mounted unit is painted to match adjacent wall surface, blending the unit with the surrounding railroad car architectural features.

TYPICAL ROOF TOP CONDENSING UNIT
Existing roof top condensing unit to remain as-is without additional screening due to the architectural styling of the unit.

TYPICAL ROOF TOP CONDENSING UNIT, TYPICAL AT TWO AND THREE STORY RETAIL
Existing roof top condensing unit to remain as-is without additional screening due to the architectural styling of the unit.



ARCHITECTURAL SITE PLAN – KEY PLAN – HVAC SCREENING REVIEW
SCALE: 1" = 20'-0"

REVISIONS

Mark	Date	Description

Breslin Builders shall have no liability for use of this information without their written consent. Copyright (c) 1999 - 2013. Use of the information contained in this instrument for other than the specific purpose for which it was intended is prohibited. Use by the client for whom it was prepared is forbidden unless expressly permitted in advance by Breslin Builders. These drawings shall be used for one project only.

CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER NRS624.

COMPANY NAME | CONTRACTORS REPRESENTATIVE OR MASTER OF ALL PLUMBING OR MECHANICAL WORK | SIGNATURE

CONTRACTOR LICENSE | PLANS PREPARED BY

Date: March 19, 2014
Project No.: 912A.01
Designed By: McBrayer
Checked By: TMM/JB

BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702) 798-3977
FAX (702) 798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169

Project:
Downtown Project Container Park
707 Fremont Street,
Las Vegas, Nevada 89101

Part 2 Package

Architectural Site Key Plan with HVAC Screening Photos

Screens

REVISED SDR-52716 RECEIVED 03/31/14

Before (6A/6B)

After (6A/6B)

RECEIVED 03/31/2014
REVISED SDR-52716

Before (B1)

After (B1)

RECEIVED 03/31/2014
REVISED SDR52716

SDR-52716

SDR-52716

Bank of America
CONTAINER PARK
Catalyst Creative
WELLHub
W
ipme
2261
2270
PRJ-52234
01/23/14

SDR-52716

SDR-52716

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SDR-52716

SDR-52716

KAT5
KAT5
KAT5
0009
COMPOST
RECYCLING
WASTE
EXIT
PRJ-52234
01/23/14

SDR-52716

SDR-52716

SDR-52716 [PRJ-52234] - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC
707 FREMONT STREET

01/30/14

SDR-52716 [PRJ-52234] - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC
707 FREMONT STREET

01/30/14

SDR-52716 [PRJ-52234] - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC
707 FREMONT STREET

01/30/14

SDR-52716 [PRJ-52234] - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC
707 FREMONT STREET

01/30/14

Todd Kessler
261 Las Vegas Blvd. #110
Las Vegas, NV 89101

January 23, 2013

City of Las Vegas – Planning Department
Attn: Flinn Fagg
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: JUSTIFICATION LETTER
DTP Container Park – Review of condition Mechanical Screening; PRJ-52234

Mr. Fagg;

Please accept this as our official justification letter for a Major Amendment to a previously approved Site Development Plan Review (SDR-45945). The application is for a WAIER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005) C-2 (General Commercial).

As everyone is aware, the Container Park is not a typical building project. It has many unique features including the use of shipping containers Xtreme X Cube products as buildings, Trex decking, various styles of fencing, a unique "interactive exhibit" (playground) area, trains, a dome, to name a few. Many, if not most, of the items are not typical of the requirements of the Downtown Centennial Plan, yet, when combined together the project is creating a unique development at 7th and Fremont that will benefit downtown on many different levels.

Given the unique nature of the project and the various architectural features of the project, we feel that to provide traditional mechanical screening would detract from the uniqueness of the project and the various design elements, namely the roof top condensing units being installed at the park, specifically at the X Cube product (two and three story retail units). These condensing units are currently installed on the rooftops of the X Cube retail buildings. They have their own unique look, which we feel enhances the overall look of the project, rather than adding a traditional "box" on top of the roofs to mask this feature. While mechanical screen should be required on a traditional building, which is what the DCP would be geared towards, there is nothing traditional about the Downtown Container Park.

We are requesting that the wall-mounted mechanical units be allowed to be painted in place of screening. The paint colors will match the adjacent wall colors to blend the unit in with the container/X Cube use. As with the unique styling of the roof top units and given the nature of the project materials being used, we see no need to provide an additional screening element to these units.

Please let me know if you have any further questions.

Respectfully,

Todd Kessler

SDR-52716

PRJ-52234
01/23/14

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number CC04162014-83-1

Name 208 Las Vegas Blvd. LLC

Address Po Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment support

Vote

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-1
Name	601 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-2
Name	230 8th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-3
Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-4
Name	110 8th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-5
Name	515 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-6
Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-7
Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number CC04162014-83-9

Name 333 6th Street LLC

Address Po Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment Support

Vote

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-9
Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-10
Name	200 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-12
Name	Downtown Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number CC04162014-83-13

Name 128 7th Street LLC

Address PO Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment Support

Vote For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-14
Name	906 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-15
Name	707 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-16
Name	612 Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-16
Name	215 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-18
Name	209 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-18
Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-20
Name	120 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-20
Name	330 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-21
Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-23
Name	707 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-14
Name	Shipping Containers LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-24
Name	701 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-26
Name	Fremont LVB LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-1
Name	218 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-28
Name	319 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	Support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. [NOTE: The correct APN Number is 139-34-601-007, Ward 3 (Coffin)] Staff recommends DENIAL. The Planning Commission (3-3-1 vote) is tantamount to DENIAL.

Tracking Number	CC04162014-83-28
Name	310 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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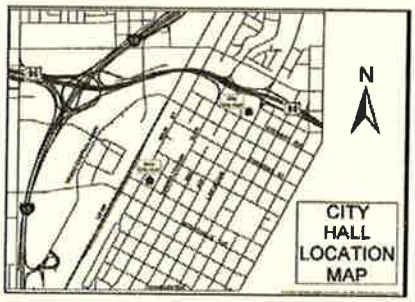
Return Service Requested
Official Notice of Public Hearing



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, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. 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-52716 [PRJ-52234]
City Council Meeting of **April 16, 2014**

VALLEY OF THE SUN LAS VEGAS LLC
1345 S LEWIS ST
ANAHEIM CA 92805-6431

APN#13934612019

114 BRDFNMP 92805

Submitted after final agenda
Date 4/9/2014 Item 83

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

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-1
Name	310 9th Street, LLC
Address	300 Las Vegas Blvd., North
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-4
Name	218 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-2
Name	701 Bridger LLC
Address	300 Las Vegas Blvd North
City	Las Vegas
State	Nevada
Zip	89101
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-1
Name	900 Fremont LLC
Address	300 Las Vegas Blvd. North
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name 515 Fremont LLC

Address PO Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment I support

Vote

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name	220 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name	707 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name 601 Bridger LLC

Address PO Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment I support

Vote For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name	121 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name	128 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name	230 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-1
Name	221 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name	208 Las Vegas Blvd. LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number

Name	120 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-15
Name	Fremont LV Blvd. LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-14
Name	200 6th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-14
Name	330 7th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-13
Name	901 Bridger LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-11
Name	209 7th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-11
Name	117 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-9
Name	210 8th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-9
Name	215 9th Street LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number PC03112014-44-7

Name 333 6th Street LLC

Address PO Box 1570

City Las Vegas

State Nevada

Zip 89125

Comment I support

Vote For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-7
Name	Downtown Carson LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-6
Name	899 Fremont LLC
Address	PO Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

Public Comment Form

Item Subject SDR-52716 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SHIPPING CONTAINERS, LLC - OWNER: 707 FREMONT, LLC - For possible action on a request for a Major Amendment to Site Development Plan Review (SDR-45945) FOR A WAIVER TO ALLOW NO SCREENING OF THE MECHANICAL EQUIPMENT FROM THE STREET LEVEL AND SURROUNDING BUILDING VIEWS on 1.29 acres at 707 Fremont Street (APN 139-34-612-005), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-52234]. Staff recommends DENIAL.

Tracking Number	PC03112014-44-5
Name	110 8th Street LLC
Address	Po Box 1570
City	Las Vegas
State	Nevada
Zip	89125
Comment	I support
Vote	For

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:

ROC-53248 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-38866) TO DELETE CONDITION #5 WHICH STATES "THE BUSINESS SHALL BE OPEN MONDAY THRU THURSDAY 9:00 A.M. TO 6:00 P.M., FRIDAY 10:00 A.M. TO 8:00 P.M., SATURDAY 8:00 A.M. TO 6:00 P.M. AND SUNDAY 9:00 A.M. TO 3:00 P.M." at 9061 West Sahara Avenue, Suite #104 (APN 163-08-121-019), C-1 (Limited Commercial) Zone, Ward 2 (Beers). Staff recommends APPROVAL.

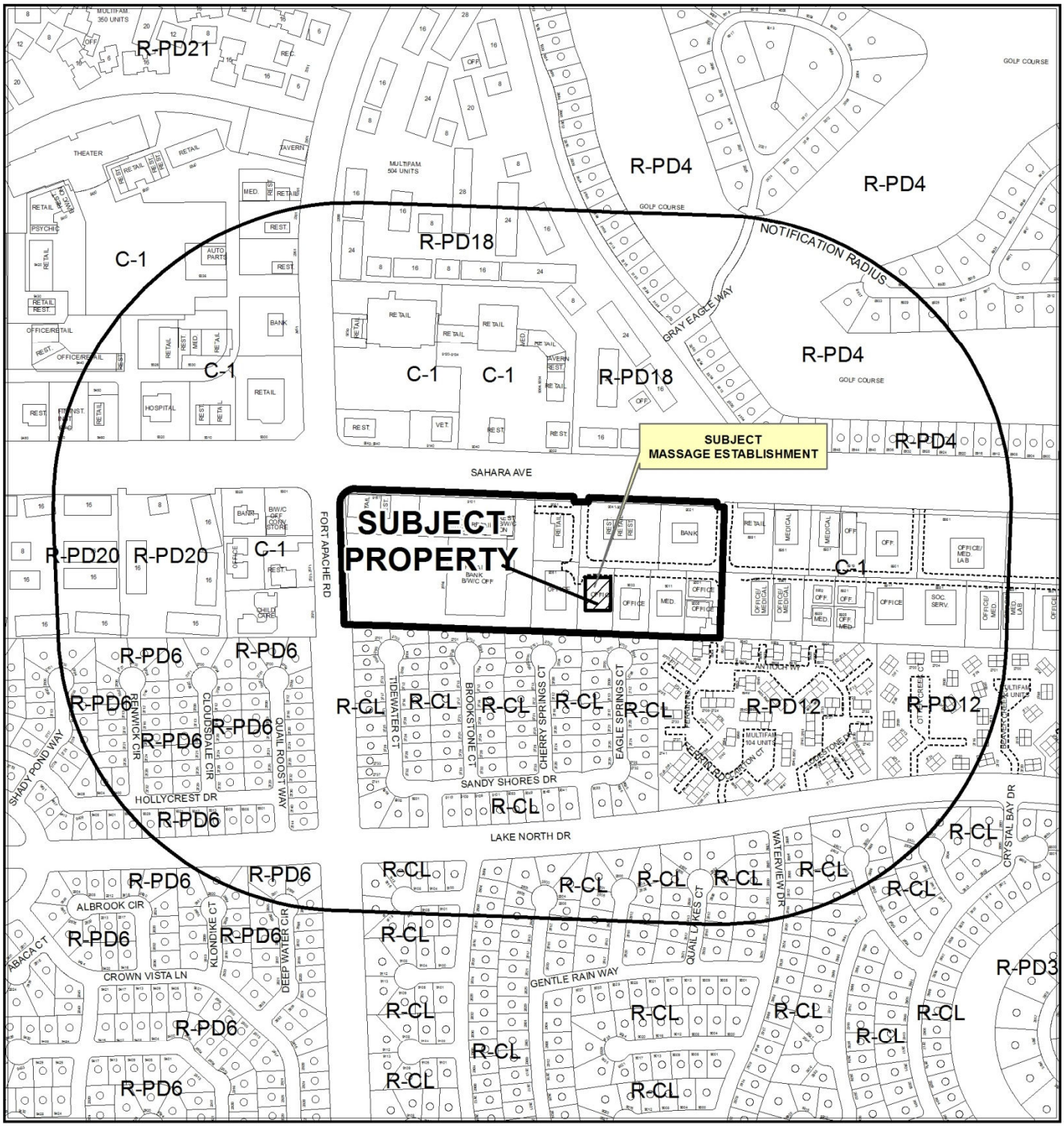
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

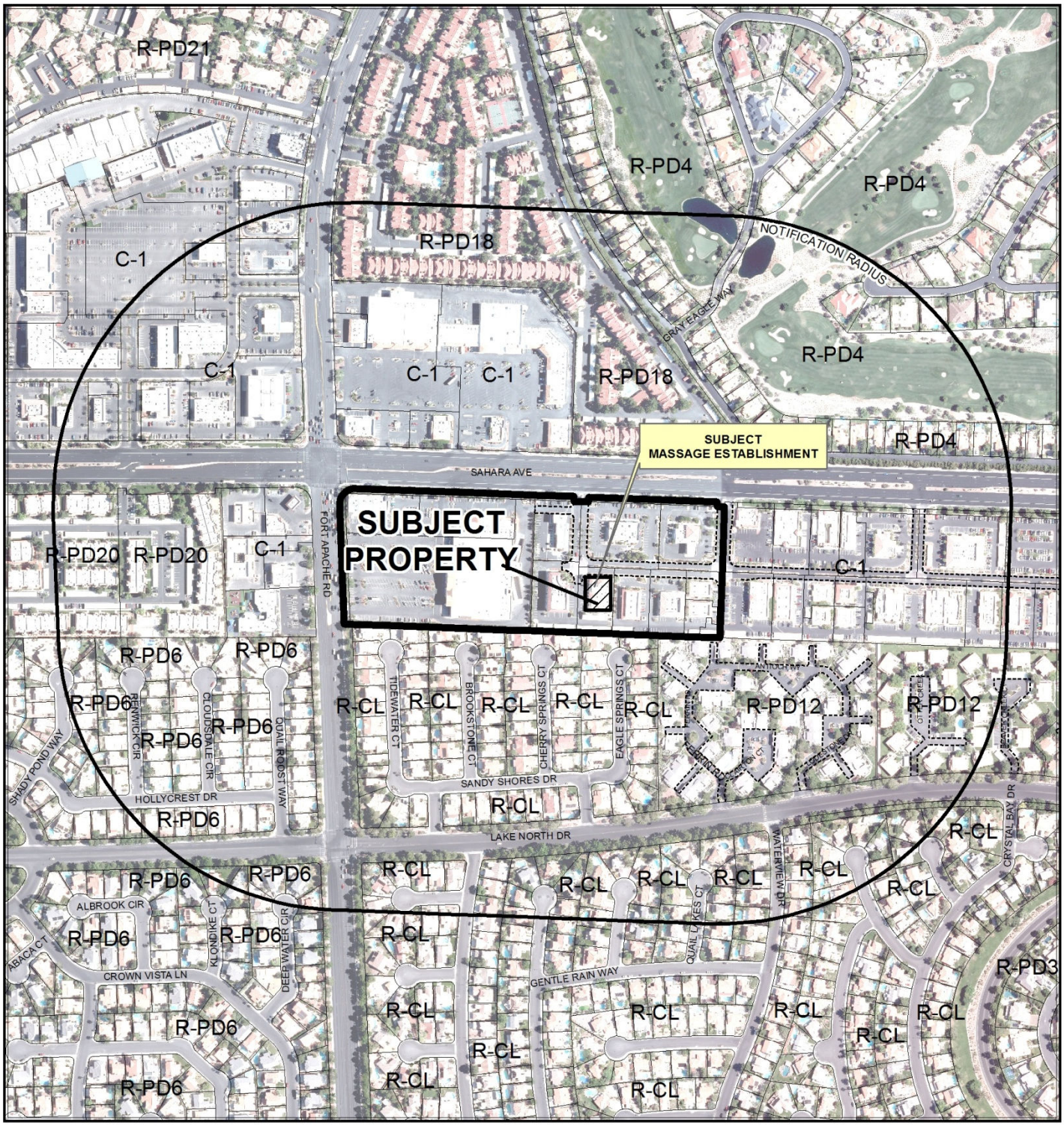
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. City Council Approval Letter - SUP-38866
6. Justification Letter



CASE: **ROC-53248**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



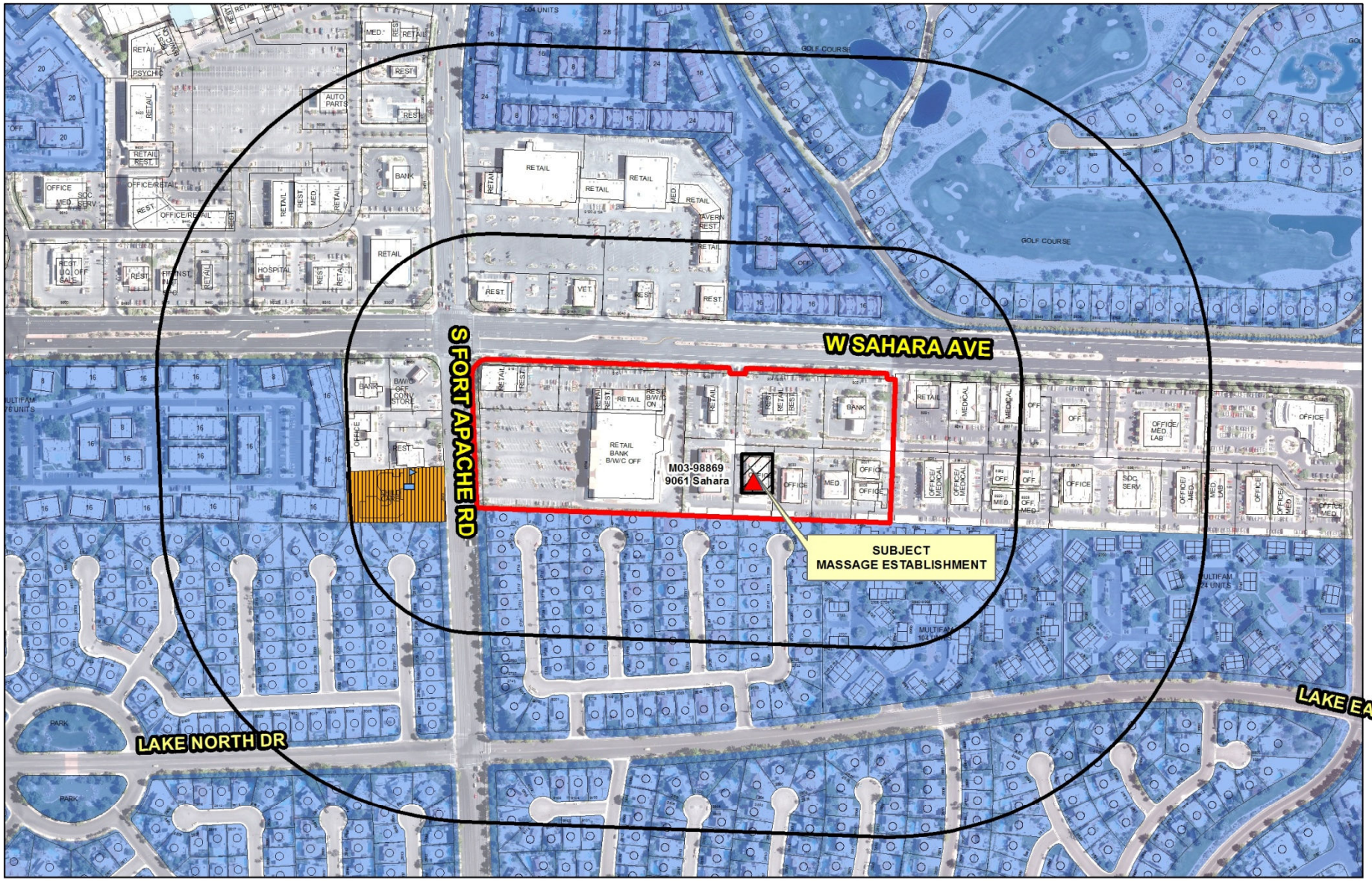
CASE: **ROC-53248**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

N



ROC-53248

Massage Establishment

Business Licenses

- Massage Establishment

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property
- Residential Property
- 400' & 1000' Buffer

N

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

Date: Thursday, March 20, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-53248	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

ROC-53248 CONDITIONS

Planning

1. Condition #5 of Special Use Permit (SUP-38866) shall be deleted.

2. Conformance to the conditions of approval of Special Use Permit (SUP-38866) and all other site related actions as required by the Department of Planning and Department of Public Works.

JG

Staff Report Page One
May 7, 2014 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to delete a condition of approval for Special Use Permit (SUP-38866). The condition proposed to be deleted states, "the business shall be open Monday thru Thursday 9:00 a.m. to 6:00 p.m., Friday 10:00 a.m. to 8:00 p.m., Saturday 8:00 a.m. to 6:00 p.m. and Sunday 9:00 a.m. to 3:00 p.m." at 9061 West Sahara Avenue, Suite #104. The applicant has the appropriate business license and has one business licensing enforcement case (136212) for tinted glass doors and window in a room that a client may occupy. The case was resolved on 03/05/14, as the applicant permanently covered the glass doors and window. There have been no calls for service by the Metropolitan Police Department to the subject site. As such, the Massage Establishment use has demonstrated continuous compliance with city of Las Vegas rules and regulations and staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/06/85	The City Council approved a request for Rezoning (Z-0004-85) from N-U (Non-Urban) under Resolution of Intent to R-PD7 (Residential Planned Development- 7 Units per Acre), R-PD23 (Residential Planned Development-23 Units per Acre), P-R (Professional Office and Parking), C-1 (Limited Commercial) and C-V (Civic) to R-PD4 (Residential Planned Development-4 Units per Acre), R-PD23 (Residential Planned Development-23 Units per Acre), C-1 (Limited Commercial) of property generally located south of Sahara Avenue, between Fort Apache Road and Durango Drive.
10/16/10	The City Council approved a request for a Special Use Permit (SUP-38866) for a 775 square-foot Massage Establishment with waivers of the distance separation requirements to allow 100 feet from a school where 400 feet is required, zero feet from residential use where 400 feet is required, and 230 feet from another massage establishment where 1,000 feet is required at 9061 West Sahara Avenue, Suite #104. The Planning Commission recommended approval; staff recommended denial.
03/21/12	The City Council approved a request for a Required Review (RQR-44401) of a previously approved Special Use Permit (SUP-38866) for a 775 square-foot Massage Establishment with waivers of the distance separation requirements to allow 100 feet from a school where 400 feet is required, zero feet from residential use where 400 feet is required, and 230 feet from another massage establishment where 1,000 feet is required at 9061 West Sahara Avenue, Suite #104.

Most Recent Change of Ownership	
01/28/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/27/97	A building permit (97010900) was issued for an 8,231 square-foot shell building at 9061 West Sahara Avenue. The permit was finalized on 02/16/99.
05/05/00	A building permit (00008491) was issued for a Tenant Improvement for Certificate of Occupancy at 9060 West Sahara Avenue, Suite #104. The permit was finalized on 06/19/00.
05/25/11	A business license (M03-00194) was issued for a Massage Establishment at 9061 West Sahara Avenue, Suite #104. The license was marked out of business on 04/16/13.
	A business license (M12-02093) was issued for an Independent Massage Therapist at 9061 West Sahara Avenue, Suite #104. The license was marked out of business on 04/16/13.
05/10/12	A business license enforcement case (114153) was processed for a window that allowed viewing into the massage room at 9061 West Sahara Avenue, Suite #104. The case was resolved on 06/11/12.
12/18/13	A temporary business license (M03-98869) was issued for a Massage Establishment at 9061 West Sahara Avenue, Suite #104. The license is active.
02/12/14	A business license enforcement case (136212) was processed for tinted glass doors and a window in rooms one and two at 9061 West Sahara Avenue, Suite #104. The case was resolved on 03/05/14.

Pre-Application Meeting
Not required as the request was city-initiated.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/01/14	Staff conducted a field check of the subject site and noted an existing Office, Other than Listed clean and free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	0.66

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Massage Establishment/Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
North	Restaurant/General Retail Store, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family, Detached	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Compliance*
The Lakes	Y
Special Purpose and Overlay Districts	***Compliance***
Sahara West Walkable Community Plan	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

In 2010, a Special Use Permit (SUP-38866) for a 775 square-foot Massage Establishment with waivers of the distance separation requirements to allow 100 feet from a school where 400 feet is required, zero feet from residential use where 400 feet is required, and 230 feet from another massage establishment where 1,000 feet is required at 9061 West Sahara Avenue, Suite #104 was approved. The applicant has the appropriate business license and has one minor business licensing enforcement case (136212) for tinted glass doors and window in a room that a client may occupy, that was installed by the previous tenant. The case was resolved on 03/05/14, as the applicant permanently covered the glass doors and window. There have been no calls for service by the Metropolitan Police Department to subject site. There is a school and single family residential properties located within 400 feet of the subject Massage Establishment use.

Per Title 19.12 of the Unified Development Code, the hours of operation shall be limited to the period between 6:00 a.m. and 10:00 p.m., unless further limited by the City Council on a case-by-case basis. The hours were limited by City Council with the approval of Special Use Permit (SUP-38866).

FINDINGS

Though there is a school and single family residential properties located within 400 feet of the subject Massage Establishment, the protected uses do not have direct access to the subject site. Additionally, as there are no negative police calls for service directly related to the business nor has there been any significant licensing issues, staff is recommending approval of this request.

NOTICES MAILED 936 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition of SUP-38866

Project Address (Location) 9061 West Sahara Avenue, Suite #104

Project Name Vegas Massage Studio **Proposed Use** N/A

Assessor's Parcel #(s) 163-08-121-019 **Ward #** 2-Beers

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 775 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER City of Las Vegas **Contact** Doug Rankin, AICP

Address 333 North Rancho Drive, 3rd Floor **Phone:** (702) 229-5408 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89106

E-mail Address drankin@lasvegasnevada.gov

APPLICANT City of Las Vegas **Contact** Doug Rankin, AICP

Address 333 North Rancho Drive, 3rd Floor **Phone:** (702) 229-5408 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89106

E-mail Address drankin@lasvegasnevada.gov

REPRESENTATIVE City Of Las Vegas **Contact** Doug Rankin, AICP

Address 333 North Rancho Drive, 3rd Floor **Phone:** (702) 229-5408 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89106

E-mail Address drankin@lasvegasnevada.gov

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* On Behalf of the Planning Department

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

RECEIVED

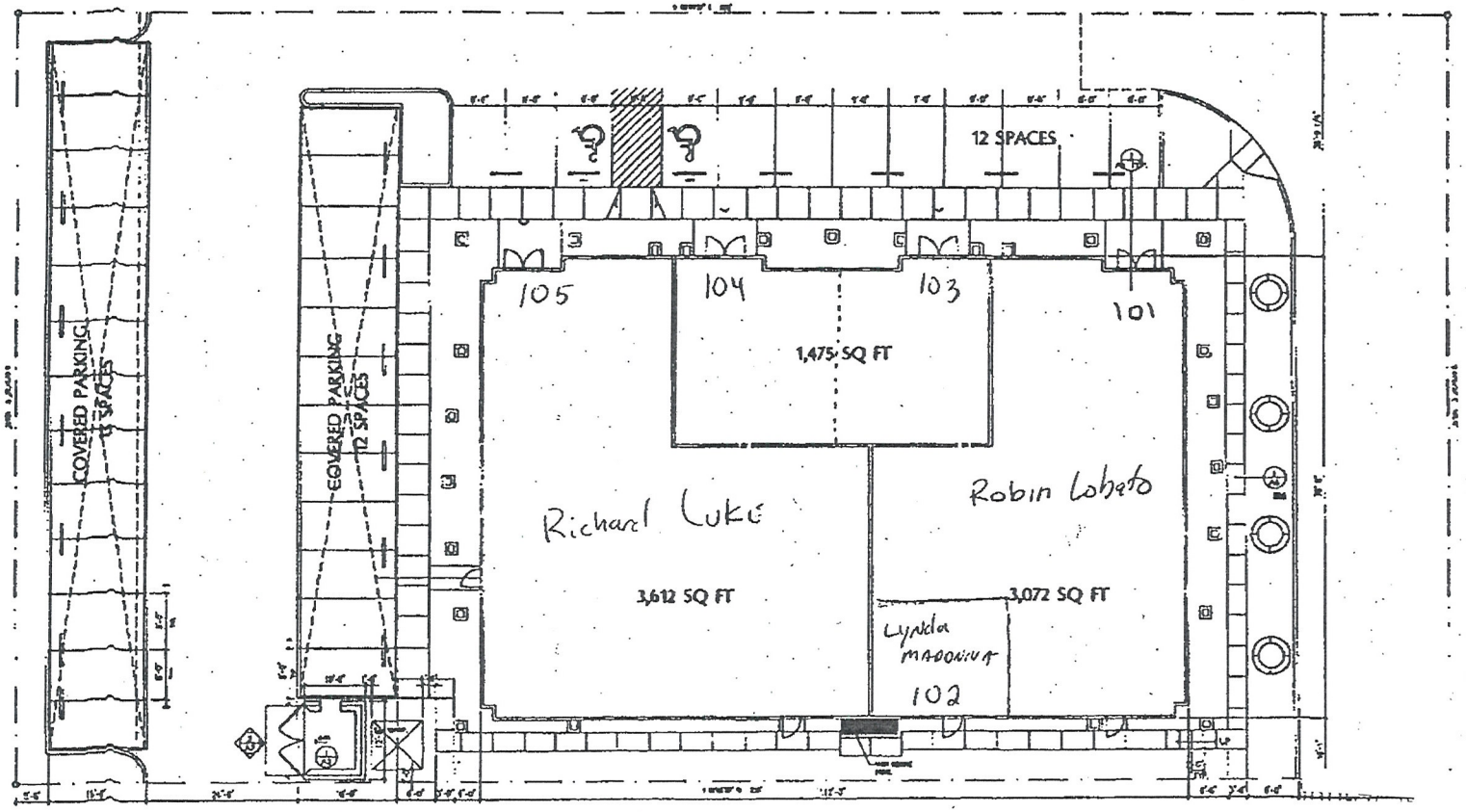
MAR 1 1 2014

City of Las Vegas
Department of Planning

FOR DEPARTMENT USE ONLY

Case #	ROC-53248
Meeting Date:	5/7/14
Total Fee:	$
Date Received:*	3/11/14
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.



1 site plan

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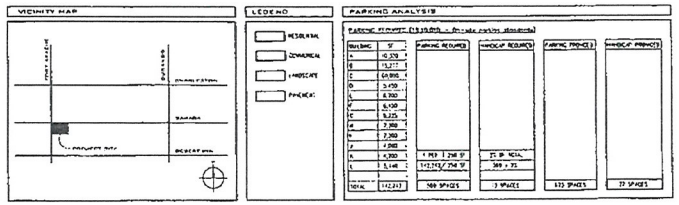
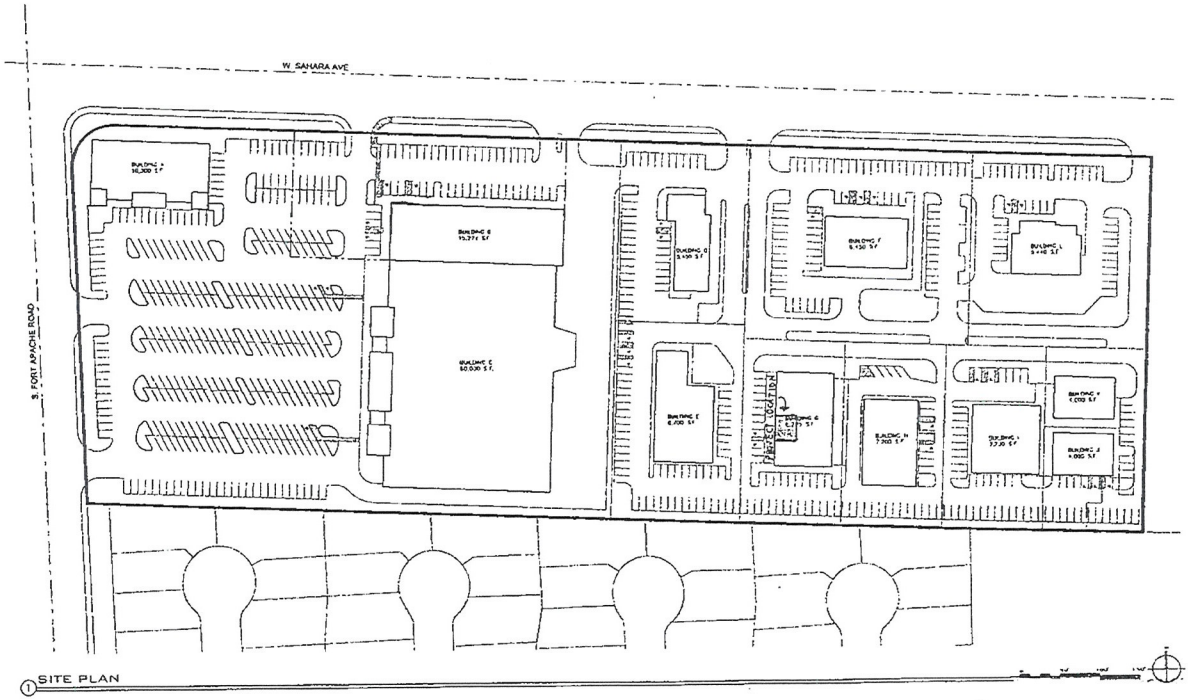
MAR 1 1 2014
City of Las Vegas
Department of Planning

ROC-53248





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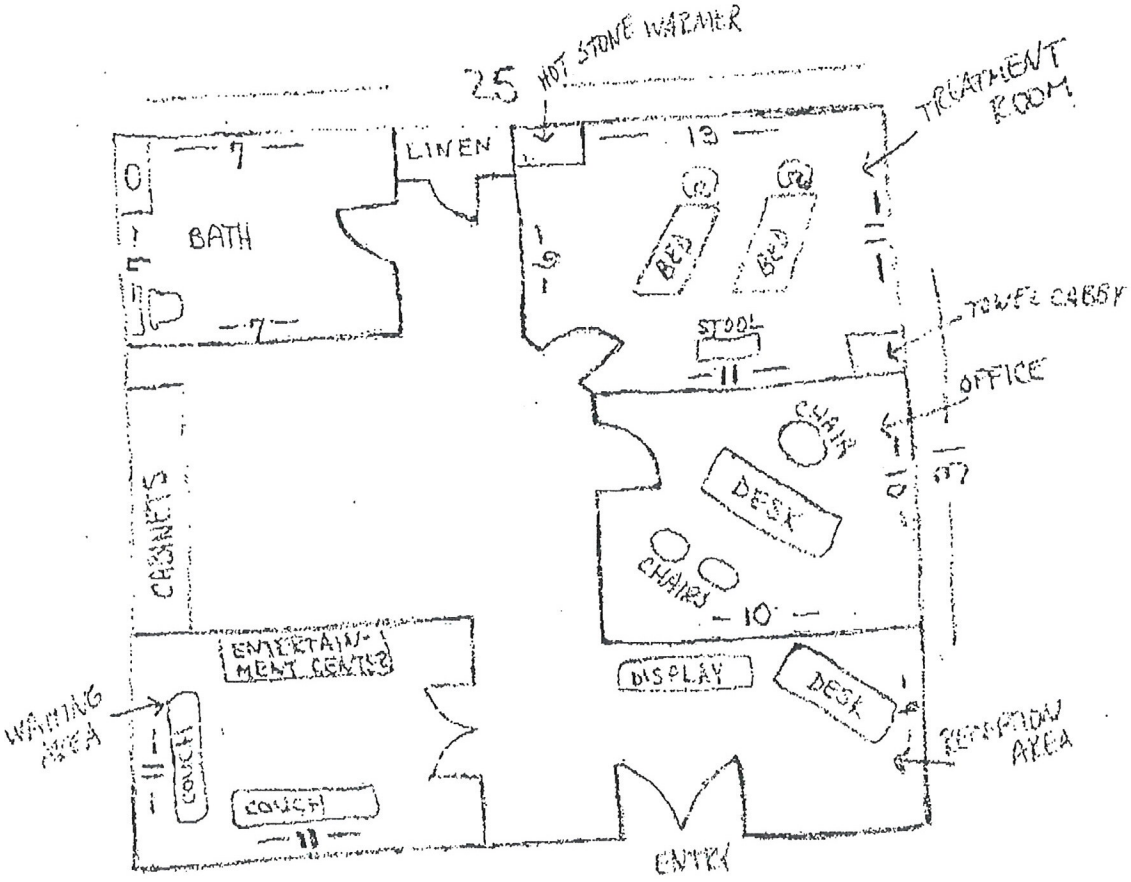
ROC-53248

MAR 1 1 2014

City of Las Vegas



775 sq. ft.

9061 W. Sahara Ave. #104
Las Vegas, NV 89117

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MAR 1 1 2014
City of Las Vegas
Department of Planning

ROC-53248

ROC-53248 - APPLICANT/OWNER: CITY OF LAS VEGAS
9061 WEST SAHARA AVENUE, SUITE #104

04/01/14

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

October 18, 2010

Ms. Robin Lobato
Luke-Lobato, LLC
9061 West Sahara Ave., Suite #101
Las Vegas, Nevada 89117

RE: SUP-38866 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 6, 2010

Dear Ms. Lobato:

The City Council at a regular meeting held October 6, 2010, APPROVED the request for a Special Use Permit FOR A 775 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS OF THE DISTANCE SEPARATION REQUIREMENTS TO ALLOW 100 FEET FROM A SCHOOL WHERE 400 FEET IS REQUIRED, ZERO FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED AND A 230 FEET FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 9061 West Sahara Avenue, Suite #104 (APN 163-08-121-019), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 7, 2010. This approval is subject to:

Planning and Development

1. There shall be a six-month review after issuance of a business license at a public hearing of the City Council.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Massage Establishment use.

3. Conformance to the approved conditions for Rezoning (Z-0004-85) and Site Development Plan Review [Z-0004-85(3)].

4. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. The business shall be open Monday thru Thursday 9:00 a.m. to 6:00 p.m., Friday 10:00 a.m. to 8:00 p.m., Saturday 8:00 a.m. to 6:00 p.m. and Sunday 9:00 a.m. to 3:00 p.m.

RECEIVED

MAR 1 1 2014

City of Las Vegas
Department of Planning

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

ROC-53248

Printed with environmentally friendly soy ink.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Ms. Leslie Wilburn
8455 West Sahara Avenue, Suite #233
Las Vegas, Nevada 89117

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MAR 1 1 2014
City of Las Vegas
Department of Planning

ROC-53248

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

March 10, 2014

Planning Department
City of Las Vegas
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: JUSTIFICATION LETTER – 9061 WEST SAHARA AVENUE

Dear Planning Department:

The initial Special Use Permit for this property included very stringent hours of operations to ensure neighbors were not disturbed. Over time it has become apparent that the conditions as they exist are unnecessarily restrictive.

Therefore, there is justification for the removal of the condition governing hours of operation and simply apply the appropriate standards imposed by the Las Vegas Municipal Code relating to the each individual business.

Thank you for your consideration.

Sincerely,

Bob Beers
Ward 2 Councilman

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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City of Las Vegas
Department of Planning

ROC-53248

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:

ROC-53330 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a Review of Condition of a previously approved Special Use Permit (SUP-51423) TO DELETE CONDITION #A WHICH STATES "ALL PACKAGE LIQUOR AVAILABLE FOR SALE SHALL BE KEPT BEHIND THE PUBLIC COUNTER IN A LOCKED CABINET OR DISPLAY CASE" at 720 West Owens Avenue (APN 139-22-402-011), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

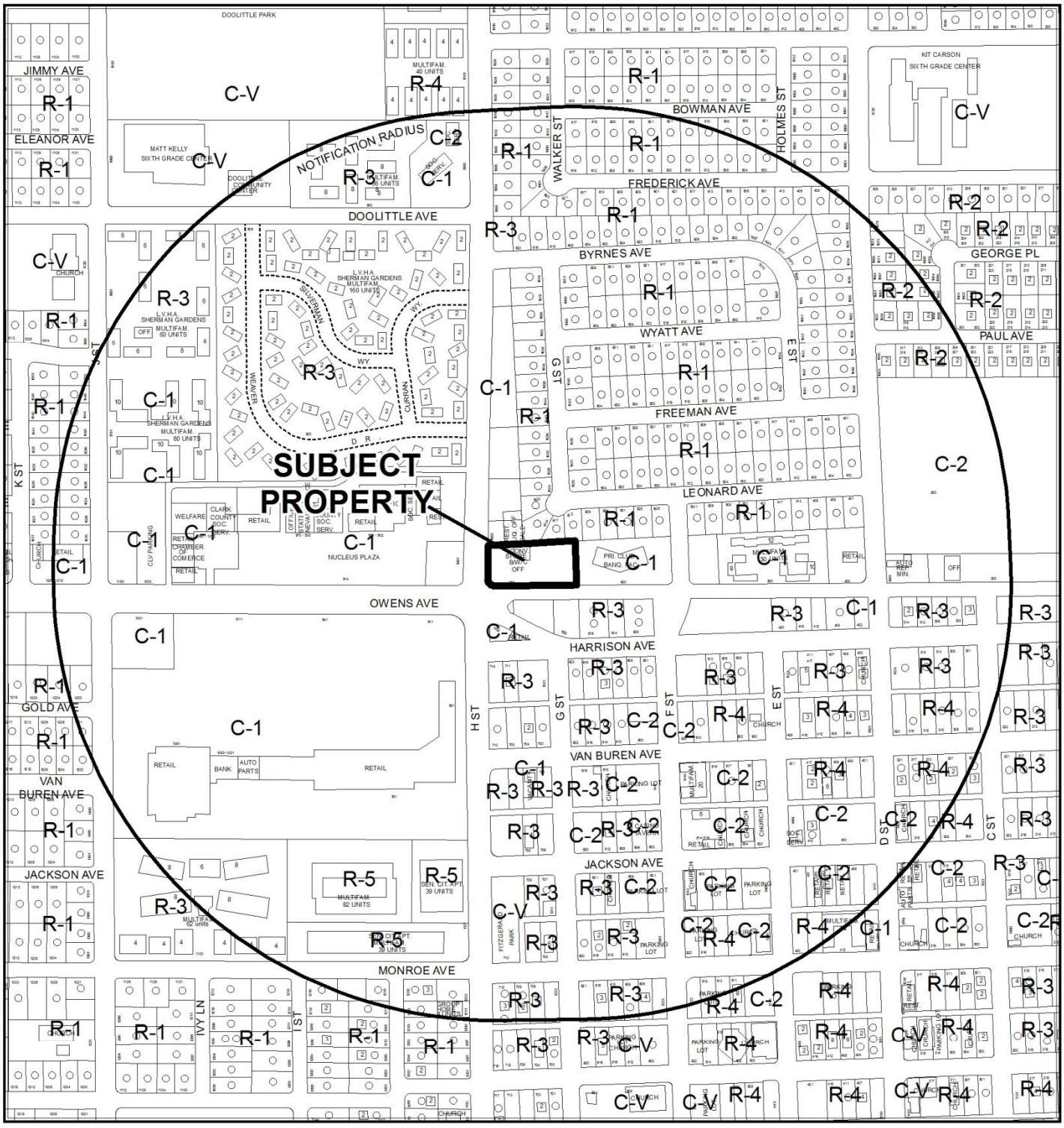
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter - SUP-51423 (PRJ-51296)
6. Justification Letter



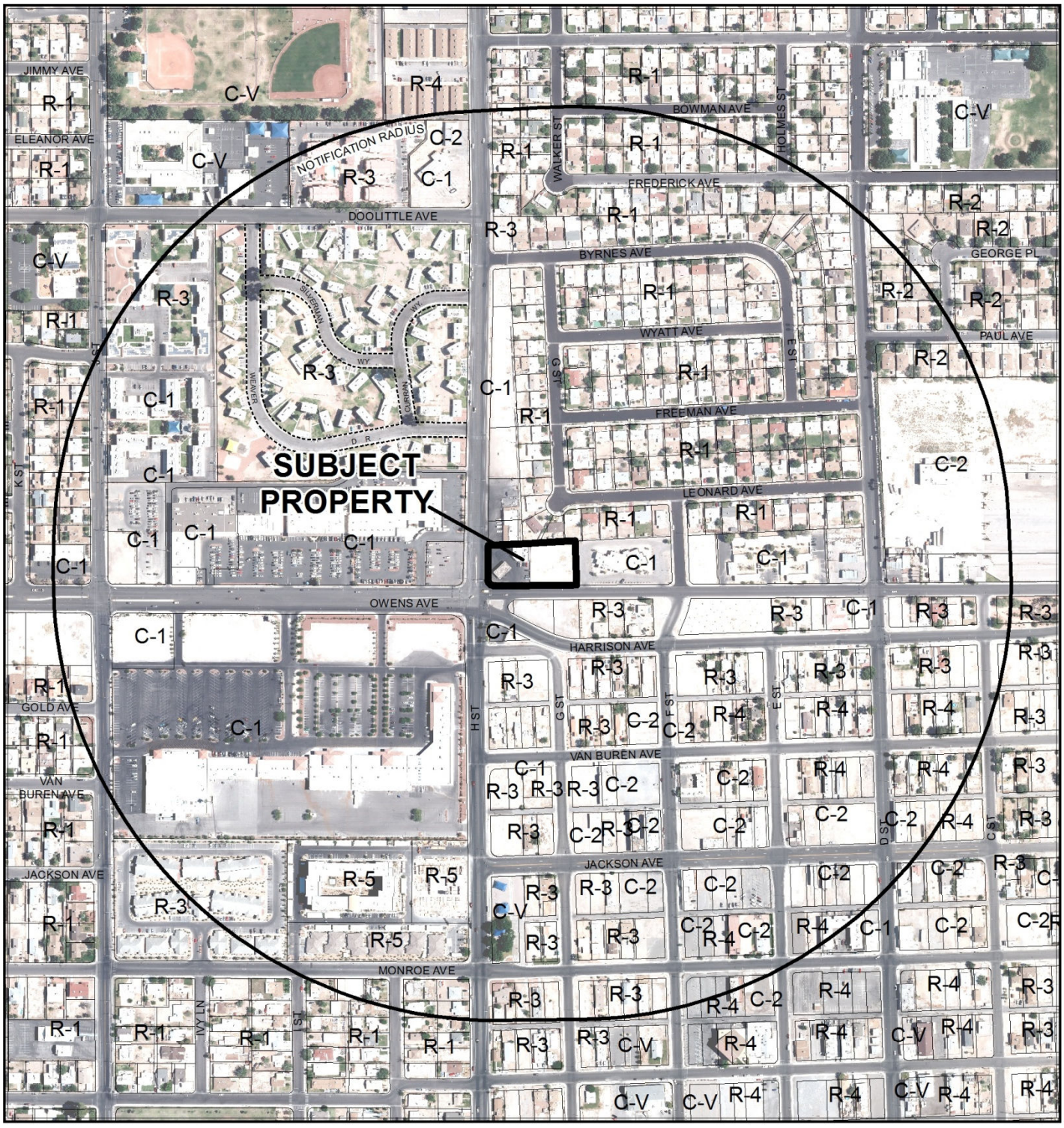
0 400 800 Feet

CASE: **ROC--53330**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



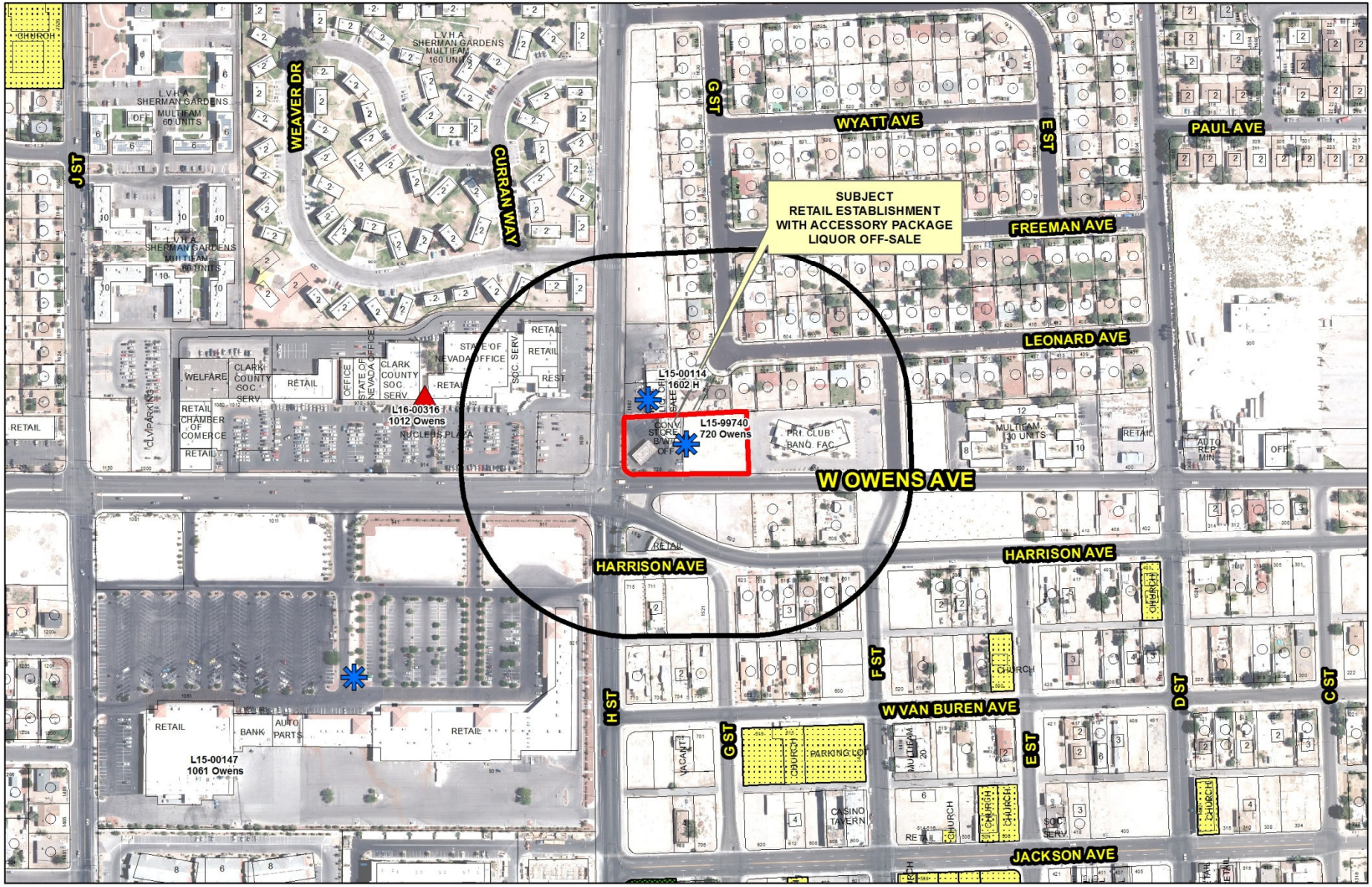
0 400 800 Feet

CASE: **ROC--53330**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-53330

Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler Off-Sale
- Package Liquor Off-Sale
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Subject Property
- 400 foot buffer

N

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

Date: Thursday, March 20, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-53330	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

ROC-53330 CONDITIONS

Planning

1. Condition #A of Special Use Permit (SUP-51423) shall be deleted.

2. Conformance to the conditions of approval of Special Use Permit (SUP-51423) and all other site related actions as required by the Department of Planning and Department of Public Works.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to delete a condition of approval for Special Use Permit (SUP-51423). The condition proposed to be deleted states, "all package liquor available for sale shall be kept behind the counter in a locked cabinet or display case" at 720 West Owens Avenue. The subject property contains an adequate display area located behind the cashier counter and is not directly accessible to the public. The locked cabinet or display case is not required pursuant to Unified Development Code Title 19.12; therefore, staff recommends approval with conditions. If denied condition #A of Special Use Permit (SUP-51423) will need to be satisfied.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/12/99	The City Council approved a Special Use Permit (U-62-99) for a Service Station (Gasoline Sales) in conjunction with an existing 2,500 square-foot convenience store at 720 West Owens Avenue.
07/12/99	The City Council denied a Special Use Permit (U-55-99) for the Off-Premise Sale of Beer and Wine in conjunction with an existing 2,500 square-foot convenience store at 720 West Owens Avenue.
10/04/00	The City Council approved a Special Use Permit [U-0062-99(1)] for an Extension of Time on an approved Special Use Permit which allowed gasoline sales in conjunction with an existing 2,500 square-foot convenience store at 720 West Owens Avenue.
11/01/00	The City Council approved a Special Use Permit (U-0140-00) for the Off-Premise Sale of Beer and Wine in conjunction with an existing 2,500 square-foot convenience store at 720 West Owens Avenue.
11/13/13	A code enforcement case (135455) was processed for excessive window signage at 720 West Owens Avenue. The case was resolved on 11/19/13.
12/18/13	The City Council approved a Special Use Permit (SUP-51423) for a Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 2,980 square-foot General Retail Store, Other than Listed at 720 West Owens Avenue.

Most Recent Change of Ownership	
02/27/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1995	The building at 720 West Owens Avenue was constructed.
08/29/01	A building permit (01015585) was issued for a 92-foot by 6-foot and a 40-foot by 4-foot block walls at 720 West Owens Avenue. The permit was finalized on 09/24/01.
10/19/01	A building permit (01018636) was issued for a 2,504 square-foot non-work Certificate of Occupancy at 720 West Owens Avenue. The permit was finalized on 10/24/01.
11/13/01	A business license (C05-02138) for a Tobacco Dealership was issued at 720 West Owens Avenue. The license is active.
	A business license (C15-00283) for a Convenience Store was issued at 720 West Owens Avenue. The license is active.
	A business license (L10-00225) for a Beer/Wine/Cooler Off-Sale use was issued at 720 West Owens Avenue. The license was marked non-operational on 03/15/14.
04/05/02	A building permit (02006030) was issued for a 2,461 square-foot Tenant Improvement remodel at 720 West Owens Avenue. The permit was finalized on 07/01/02.
01/07/09	A business license (N02-00158) was issued for a Non-Depository Lender (Check Cashing) at 720 West Owens Avenue. The license was marked out of business on 05/23/12 at 720 West Owens Avenue. The license is still active.
04/14/09	A business license (W10-00230) was issued for a Wire Service at 720 West Owens Avenue. The license is still active.
02/04/14	A temporary business license (L15-99740) was issued for Package Liquor Off-Sale at 720 West Owens Avenue. The license is still active.
02/07/14	A business license enforcement case (136916) was processed for failure to possess a valid work card, failure to require an employee work card, failure to maintain and make available the employee listing and failure to meet license condition #5 which states "the licensee must provide highly visible, uniformed unarmed security personnel which are highly visible by means of identifiable uniform, unarmed, and must obtain and be in possession of a valid work card during employment. Security is to address issues during the hours of 2:00 p.m. to closing at 720 West Owens Avenue. The case was resolved on 02/21/14.
02/12/14	A business license enforcement case (137841) was processed for an illuminated alcohol sign in front window, security guard with no alcohol awareness card in possession and all spirits need to be in a locked cabinet or display case behind counter. The case is still open.

Pre-Application Meeting
Not required as the request was city-initiated.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/01/14	Staff conducted a field check of the subject site and noted a Retail Establishment with Accessory Package Liquor Off-Sale clean and free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	1.05

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment with Accessory Package Liquor Off-Sale/General Retail Store, Other than Listed	C (Commercial)	C-1 (Limited Commercial)
North	Restaurant/Package Liquor Off-Sale	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Undeveloped	C (Commercial)	R-3 (Medium Density Residential)
East	Private Club, Lodge or Fraternal Organization/Banquet Facility	C (Commercial)	C-1 (Limited Commercial)
West	Shopping Center	C (Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Purpose and Overlay Districts	***Compliance***
West Las Vegas Walkable Community Plan	Y
A-O (Airport Overlay) District (140 feet)	Y

JG

Other Plans or Special Requirements	*Compliance*
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

The applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-51423) to delete condition #A that states, "all package liquor available for sale shall be kept behind the counter in a locked cabinet or display case" at 720 West Owens Avenue. The applicant has the appropriate business license and has one business licensing enforcement case (137841) for package liquor not being displayed in a locked cabinet or display case. The case is still open as the liquor license is temporary and a re-inspection has not occurred. An approval of the subject Review of Condition would permit the applicant to sell package liquor from behind the front counter without the burden of storing the liquor in a locked cabinet or display case. This area behind the counter would provide a distance separation of at least six feet between the customers and liquor. Also there are no protected uses within 400 feet of the subject site. There have been a few calls for service by the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business.

FINDINGS

As the liquor display area is behind the counter and not directly accessible to the public, staff is recommending approval of this request.

NOTICES MAILED 379 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition #A of SUP-51423

Project Address (Location) 720 West Owens Avenue

Project Name Bells Market **Proposed Use** N/A

Assessor's Parcel #(s) 139-22-402-011 **Ward #** 5

General Plan: existing C proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 2,980 **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information

PROPERTY OWNER City of Las Vegas **Contact** Doug Rankin, AICP

Address 333 North Rancho Drive, 3rd Floor **Phone:** (702) 229-5408 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89106

E-mail Address drankin@lasvegasnevada.gov

APPLICANT City of Las Vegas **Contact** Doug Rankin, AICP

Address 333 North Rancho Drive, 3rd Floor **Phone:** (702) 229-5408 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89106

E-mail Address

REPRESENTATIVE City of Las Vegas **Contact** Doug Rankin, AICP

Address 333 North Rancho Drive, 3rd Floor **Phone:** (702) 229-5408 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89106

E-mail Address drankin@lasvegasnevada.gov

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* on behalf of the City

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name

Subscribed and sworn before me

This _____ day of _____, 20 _____.

RECEIVED

Notary Public in and for said County and State

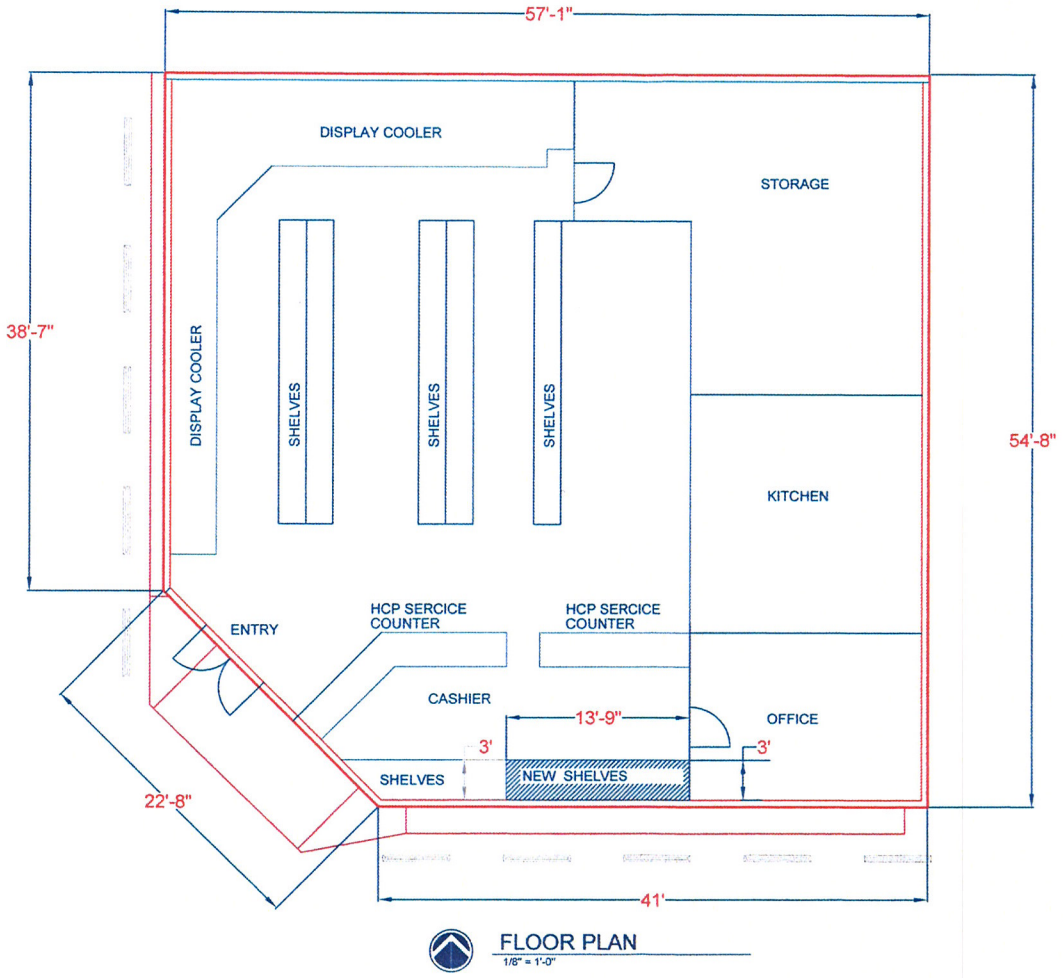
MAR 19 2014

City of Las Vegas
Department of Planning

FOR DEPARTMENT USE ONLY

Case #	ROC-53330
Meeting Date:	5/7/14
Total Fee:	
Date Received:*	3/19/14
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.



FLOOR PLAN
1/8" = 1'-0"

TITLE SITE PLAN
PROJECT **Bells Market**
720 West Owens Avenue
LAS VEGAS, Nevada 89106

REVISIONS

SEAL

DRAWN BY:	bm
DESIGNED BY:	bm
CHECKED BY:	hl
DATE:	9-24-13
STATUS	100%
SCALE	AS SHOWN

A2

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PN #139-22-402-011
MAR 19 2014
City of Las Vegas
Department of Planning

ROC-53330

Occupant Load Calculation

Sales (1200 sf)	40 people
Storage/others (1780 sf)	9 people
Total (2980 sf)	49 people

Parking Analysis

Required Parking:

1200 sf Area / 175 SF per Space = 7 Parking space

Existing Parking lot = 14 Parking Space

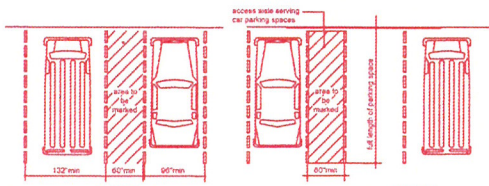
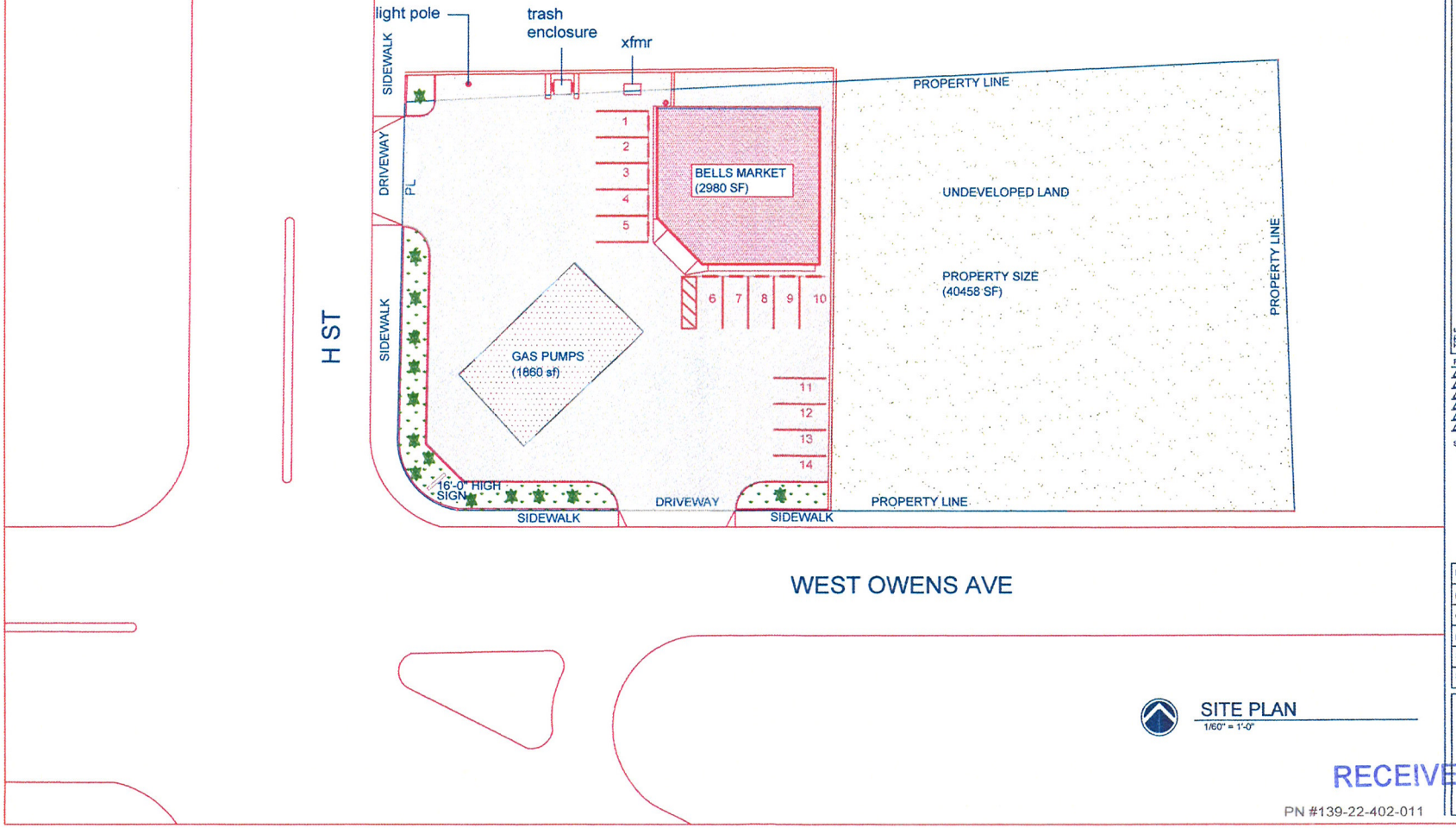


Fig. 502.2
Vehicle Parking Space Size

Fig. 502.4
Parking space Access Aisle



SITE PLAN
1/60" = 1'-0"

Bells Market
720 West Owens Avenue
LAS VEGAS, Nevada 89106

TITLE SITE PLAN
PROJECT

REVISIONS

SEAL

DRAWN BY:	bm
DESIGNED BY:	bm
CHECKED BY:	hl
DATE:	9-24-13
STATUS	100%
SCALE	AS SHOWN

A1

PN #139-22-402-011

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MAR 19 2014
City of Las Vegas
Department of Planning

ROC-53330

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

February 4, 2014

Sabah Shoshani
1295 Morning Sun Way
Las Vegas, Nevada 89110

RE: SUP-51423 (PRJ-51298) - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 18, 2013

Dear Applicant:

The City Council at a regular meeting held December 18, 2013, APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 2,980 SQUARE-FOOT GENERAL RETAIL STORE at 720 West Owens Avenue (APN 139-22-402-011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 19, 2013. This approval is subject to:

Added

A. All package liquor available for sale shall be kept behind the public counter in a locked cabinet or display case.

Planning

1. All signage shall be permitted and meet minimum code requirements within 30 days of final approval.

2. A one year required review to be publicly heard before the Planning Commission shall be required.

3. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

4. 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.

5. 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.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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MAR 19 2014
City of Las Vegas
Department of Planning

ROC-53330

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

7. Approval of this Special Use Permit does not constitute approval of a liquor license.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All beer and wine coolers shall remain in the original manufacturer's configuration intended for off-sale resale.

10. 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

Flinn Fagg
Director
Planning

cc: Mr. Jay Matos
897 Eureka Falls Court
Henderson, Nevada 89052

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MAR 19 2014

City of Las Vegas
Department of Planning

ROC-53330

ROC-53330 - APPLICANT/OWNER: CITY OF LAS VEGAS
720 WEST OWENS AVENUE

04/01/14

ROC-53330 - APPLICANT/OWNER: CITY OF LAS VEGAS
720 WEST OWENS AVENUE

04/01/14

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

March 18, 2014

Flynn Fagg, Director
Planning Department
City of Las Vegas
333 North Rancho Drive

Re: JUSTIFICATION LETTER Bells Market
720 West Owens Avenue

Per my request, will you please initiate the formal process of a request for reviewing the "liquor case/closure" operations associated with the current application status?

Bells Market received a notice from the City to add a case to hold the exposed liquor which is behind the front counter. I would like to request a Review of Conditions to remove this request. The liquor is not reachable to the public and has a reasonable amount of space, at least 6 foot separation, between the front counter and the customers.

Therefore, the separation space is justification to allow the business to remain as it without modifications.

Thank you for your consideration.

Sincerely,

Ricki Y. Barlow
Las Vegas Councilman, Ward 5

cc: Karen Duddlesten, Business Licensing

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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MAR 19 2014
City of Las Vegas
Department of Planning

ROC-53330

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:

ROC-53347 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION - For possible action on a request for a Review of Condition TO AMEND CONDITION #3 OF SITE DEVELOPMENT PLAN REVIEW (SDR-4375) "TO ALLOW NO LANDSCAPING IN COMMON LOT C" AND TO DELETE CONDITION #15 WHICH STATE "NO LOTS ABUTTING THE EQUESTRIAN TRAIL SHALL BE ALLOWED TO HAVE WALLS ADJACENT TO THE TRAIL THAT EXTEND FORWARD FROM THE FRONT OF THE HOUSE. NO COMMON LOT MAY HAVE A WALL ADJACENT TO THE TRAIL. THE APPLICANT SHALL ENSURE THAT THE CC&R'S FOR THE DEVELOPMENT PREVENT FUTURE CONSTRUCTION OF SUCH WALLS, AND THAT THE HOA AND PURCHASERS OF THESE LOTS ARE SPECIFICALLY ADVISED OF THIS CONDITION" on 0.59 acres at the northeast corner of Durango Drive and Grand Teton Drive (APNs 125-09-413-051 and 052), R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

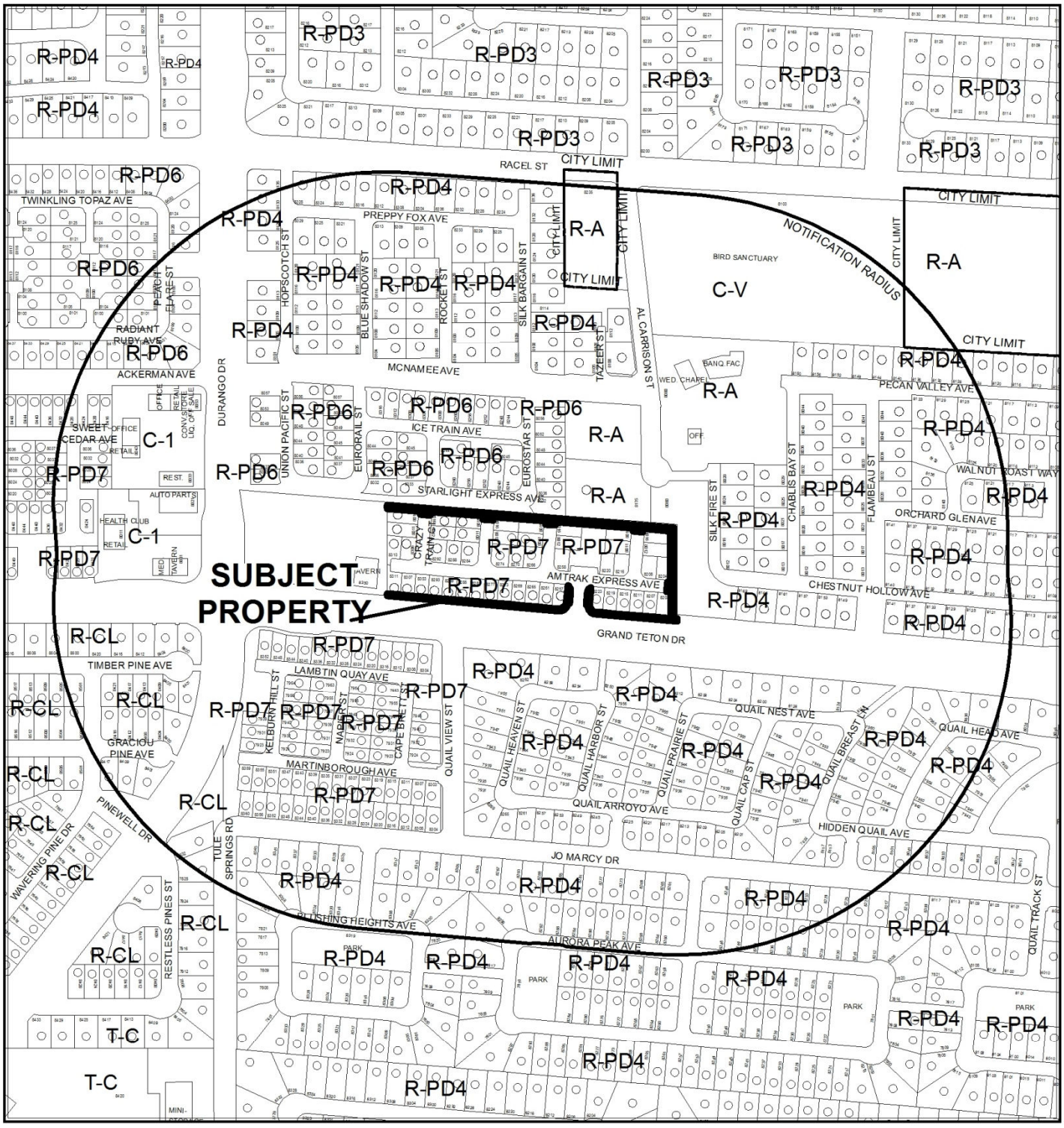
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

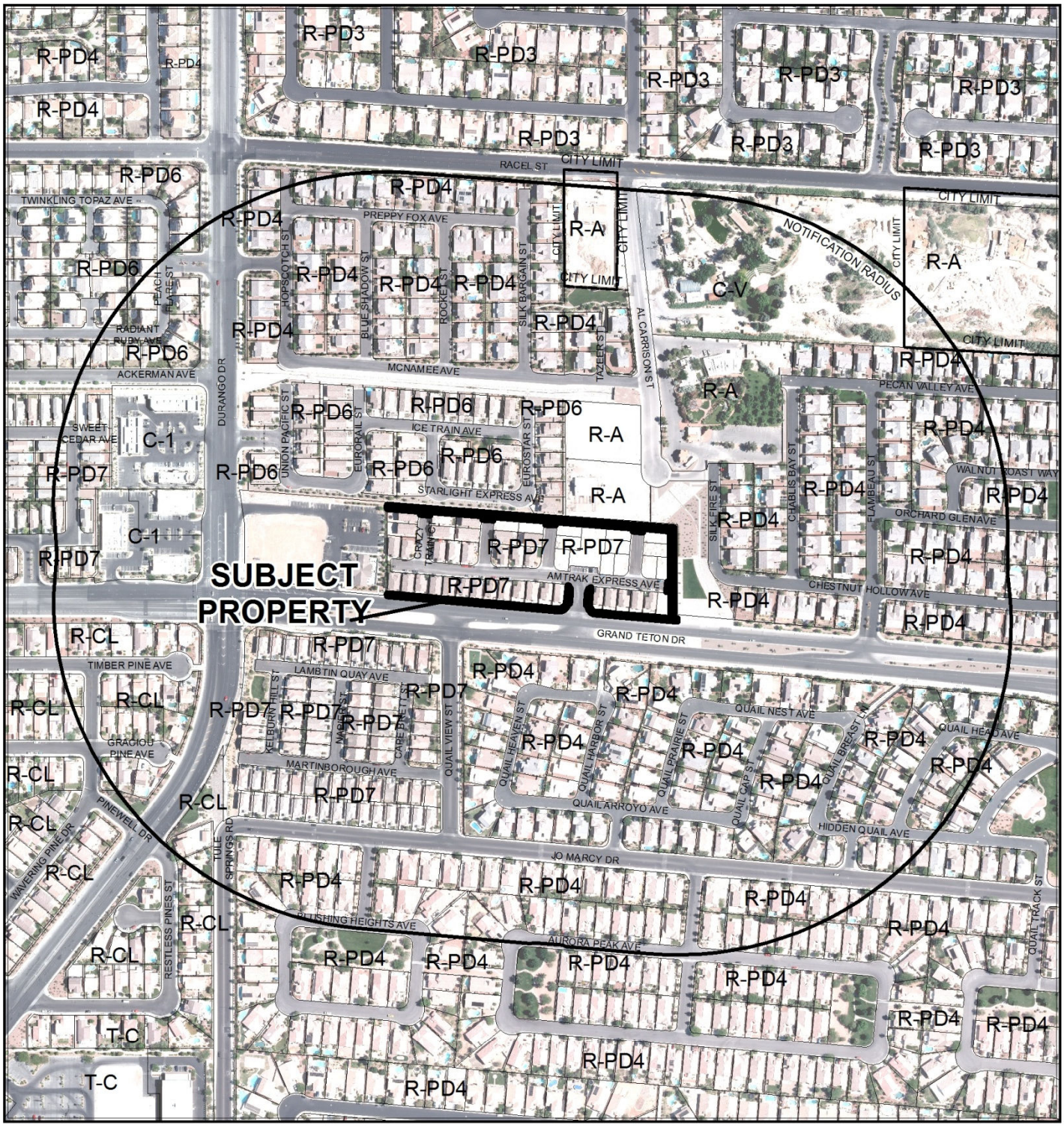
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Planning Commission Approval Letter - TMP-6005
6. City Council Approval Letter - SDR-4375
7. Justification Letter



CASE: **ROC-53347**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE)



CASE: **ROC-53347**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-53347	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

ROC-53347 CONDITIONS

Planning

1. Condition #3 of Site Development Plan Review (SDR-4375) shall be amended to allow no landscaping in common lot C.

2. Condition #15 of Site Development Plan Review (SDR-4375) shall be deleted.

3. View fencing shall be installed on common areas at the end of stub streets and on common area A with a gate.

4. Conformance to the conditions of approval of Site Development Plan Review (SDR-4375) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to amend condition #3 of a previously approved Site Development Plan Review (SDR-4375) "to allow no landscaping in common lot C" and to delete condition #15 which states, "no lots abutting the equestrian trail shall be allowed to have walls adjacent to the trail that extend forward from the front of the house. No common lot may have a wall adjacent to the trail. The applicant shall ensure that the CC&R's for the development prevent future construction of such walls, and that the HOA and purchasers of these lots are specifically advised of this condition" on property located on 0.59 acres at the northeast corner of Durango Drive and Grand Teton Drive.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/17/99	The Board of County Commissioners approved a request for Rezoning (ZC-1702-98) from R-E (Rural Estates Residential) to C-2 (General Commercial) on the westerly portion of 1.8 acres; the remaining 8.94 acres to remain R-E (Rural Estates Residential) located at the northeast corner of Durango Drive and Grand Teton Drive. A restaurant/tavern was proposed as part of that application. City of Las Vegas staff reviewed the development plans submitted with this application and determined that they complied with the Conditions of Approval imposed by the County Commission.
06/08/99	The City Council approved a Petition of Annexation [A-0028-99(A)] of 10.54 acres (Assessor's Parcel Numbers 125-09-401-006 and 017) adjacent to the northeast corner of Durango Drive and Grand Teton Drive, which includes the proposed site. A Resolution of Intent to a C-1 (Limited Commercial) zone was granted only to the proposed tavern site, with the remaining land to be designated U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation]. The effective date of the annexation was 09/24/99.
06/21/00	The City Council approved a Special Use Permit (U-0011-00) and Site Development Plan Review to allow a Tavern in conjunction with a proposed restaurant located at the northeast corner of Durango Drive and Grand Teton Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/17/02	The City Council approved an Extension of Time [U-0011-00(1)] for an approved Special Use Permit (U-0011-00) to allow a Tavern in conjunction with a proposed restaurant located at the northeast corner of Durango Drive and Grand Teton Drive. The Planning Commission and staff recommended approval.
08/20/03	The City Council approved an Extension of Time (EOT-2529) for an approved Special Use Permit (U-0011-00) to allow a Tavern in conjunction with a proposed restaurant located at the northeast corner of Durango Drive and Grand Teton Drive. The Planning Commission and staff recommended approval.
01/22/04	The Planning Commission tabled a Site Development Plan Review (SDR-3511) for a proposed 71,570 square-foot office, tavern, and mini-storage development located at the northeast corner of Durango Drive and Grand Teton Drive.
03/17/04	The City Council approved a General Plan Amendment (GPA-3483) to amend a portion of the Centennial Hills Sector of the General Plan from PCD (Planned Community Development) to SC (Service Commercial) on property located at the northeast corner of Durango Drive and Grand Teton Drive.
	The City Council approved a Review of Condition (ROC-2671) of Condition No. 6 of an approved Special Use Permit (U-0011-00), which had restricted commercial zoning to the western portion of the site. The Planning Commission and staff recommended approval.
	The City Council approved a Rezoning (ZON-3509) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) and U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to C-1 (Limited Commercial) on a portion of APN: 125-09-401-006. The Planning Commission and staff recommended approval.
06/16/04	The City Council approved an Extension of Time (EOT-4433) for an approved Special Use Permit (U-0011-00) to allow a Tavern in conjunction with a proposed restaurant located at the northeast corner of Durango Drive and Grand Teton Drive.
07/07/04	The City Council approved a Rezoning (ZON-4374) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to R-PD7 (Residential Planned Development - 7 Units per Acre). Also, a Site Development Plan Review (SDR-4375) was also approved for a 48-lot single family residential development on 6.90 acres adjacent to the north side of Grand Teton Drive, approximately 495 feet east of the centerline of Durango Drive. The Planning Commission and staff recommended approval.
03/10/05	The Planning Commission approved a Tentative Map (TMP-6005) for a 48-lot residential subdivision on 5.34 acres adjacent to the north side of Grand Teton Drive, approximately 700 feet east of Durango Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/06/05	The City Council approved a Special Use Permit (SUP-5691) for a proposed Liquor Establishment (Tavern) with a waiver of the 1,500-foot distance separation requirement from an existing park on property located adjacent to the northeast corner of Grand Teton Drive and Durango Drive.
	The City Council approved a Variance (VAR-5694) to allow a 24-foot setback where residential adjacency standards require a minimum of 73 feet on 2.55 acres adjacent to the northeast corner of Grand Teton Drive and Durango Drive.
04/06/05	The City Council approved a Site Development Plan Review (SDR-5689) for a 6,115 square-foot Liquor Establishment (Tavern) with a waiver of the trash enclosure separation on 2.55 acres adjacent to the northeast corner of Grand Teton Drive and Durango Drive.
08/02/06	The City Council approved an Extension of Time (EOT-14483) of an approved Rezoning (ZON-4374) from U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] to R-PD7 (Residential Planned Development - 7 Units per Acre) on 7.10 acres adjacent to the north side of Grand Teton Drive, approximately 495 feet east of the centerline of Durango Drive.
08/02/06	The City Council approved an Extension of Time (EOT-14485) of an approved Site Development Plan Review (SDR-4375) that allowed a 48-lot single family residential development on 7.10 acres adjacent to the north side of Grand Teton Drive, approximately 495 feet east of the centerline of Durango Drive.
09/19/06	The Department of Planning administratively approved a Final Map (FMP-8610) for a 48-lot residential subdivision on 6.90 acres adjacent to the north side of Grand Teton Drive, approximately 700 feet east of Durango Drive. The map was recorded on 09/20/06.

Most Recent Change of Ownership	
06/15/12	A deed was recorded for a change in ownership (APN 125-09-413-051 and 052).

Related Building Permits/Business Licenses
Various building permits have been issued for Single Family, Detached dwellings.

Pre-Application Meeting	
03/19/14	A pre-application meeting was held with the representative and the submittal requirements for a Review of Condition to amend condition #3 and delete condition #15 of Site Development Plan Review (SDR-4375).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/01/14	Staff conducted a field check of the subject site and noted a single family residential subdivision clean and free of trash and debris.

Details of Application Request	
Site Area	
Gross Acres	0.59

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	PCD (Planned Community Development)	R-PD7 (Residential Planned Development-7 Units per Acre)
North	Single Family, Detached	PCD (Planned Community Development)	R-PD6 (Residential Planned Development-6 Units per Acre)
South	Single Family, Detached	PCD (Planned Community Development)	R-PD4 (Residential Planned Development-4 Units per Acre)/ R-PD7 (Residential Planned Development-7 Units per Acre)
East	Single Family, Detached	PCD (Planned Community Development)	R-PD4 (Residential Planned Development-4 Units per Acre)
West	Liquor Establishment (Tavern)	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
R-PD (Residential Planned Development) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition to amend condition #3 of a previously approved Site Development Plan Review (SDR-4375) "to allow no landscaping in common lot C" and to delete condition #15 which states, "no lots abutting the equestrian trail shall be allowed to have walls adjacent to the trail that extend forward from the front of the house. No common lot may have a wall adjacent to the trail. The applicant shall ensure that the CC&R's for the development prevent future construction of such walls, and that the HOA and purchasers of these lots are specifically advised of this condition."

The home owners association is requesting to amend condition #3, per their justification letter this condition adds significant maintenance expense to the home owners association and provides no benefit to the home owners and the community at large. The applicant is requesting to delete condition #15 to allow the flexibility to close in the interior common area park and interior streets as there is a high level of foot traffic by pedestrians who are not residents of the community looking to shortcut through the community.

FINDINGS

Due to existing development and constraints of a physical nature, the request to amend condition #3 to allow no landscaped corridor and sidewalk typically required by an Equestrian Trail in the Trails Element of the 2020 Master Plan can be supported by staff provided the Equestrian Trail is fully developed. Staff can also support the deletion of condition #15 to close in the interior common area park and interior streets as there is a high level of foot traffic by pedestrians who are not residents of the community looking to shortcut through the subdivision. A condition was added that view fencing shall be installed on common areas at the end of stub streets in order to provide safety for the trail and common area A with a gate.

NOTICES MAILED 538 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-53347** APN: 125-09-413-051

Name of Property Owner: Day Dawn Crossing Home Owner's Associatioon

Name of Applicant: Day Dawn Crossing Home Owner's Association

Name of Representative: Desert Wind Homes

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Day Dawn Home Owner's Association - President

Subscribed and sworn before me

This 27th day of February, 2014

Crystal Cutting

Notary Public in and for said County and State

CRYSTAL CUTTING
Notary Public-State of Nevada
APPT. NO. 09-11620-1
My App. Expires December 06, 2017

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MAR 19 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Day Dawn Crossing Home Owners Association

Project Address (Location) Grand Teton & Reading Railroad

Project Name Day Dawn Crossing Unit #2 **Proposed Use** Landscape

Assessor's Parcel #(s) 125-09-413-051 **Ward #** 6 - Ross

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed <body :

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.33 **Lots/Units** 1 **Density** N/A Landscape

Additional Information Contiguous to Horse Trail

PROPERTY OWNER Day Dawn HOA **Contact** Heather Shaffer - Manager

Address Grand Teton and Reading Railroad **Phone:** 251-4504 **Fax:** 251-4332

City Las Vegas **State** NV **Zip** 89131

E-mail Address hshaffer@terrawest.com

APPLICANT Same as Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Desert Wind Homes **Contact** Victor Rameker

Address 1 East Liberty Street **Phone:** 7752403288 **Fax:** 7756261855

City Reno **State** NV **Zip** 89501

E-mail Address vr@desertwindhomes.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Michael Emsley

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Michael Emsley

Subscribed and sworn before me

This 27th day of February, 20 14.

Crystal Cutting

Notary Public in and for said County and State

CRYSTAL CUTTING
Notary Public-State of Nevada
APPT. NO. 09-11620-1
My App. Expires December 06, 2017

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-53347
Meeting Date:	5/7/14
Total Fee:	$830.00
Date Received:*	3/19/14
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.

ROC-53347 - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION
NORTHEAST CORNER OF DURANGO DRIVE AND GRAND TETON DRIVE

04/01/14

ROC-53347 - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION
NORTHEAST CORNER OF DURANGO DRIVE AND GRAND TETON DRIVE

04/01/14

ROC-53347 - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION
NORTHEAST CORNER OF DURANGO DRIVE AND GRAND TETON DRIVE

04/01/14

ROC-53347 - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION
NORTHEAST CORNER OF DURANGO DRIVE AND GRAND TETON DRIVE

04/01/14

ROC-53347 - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION
NORTHEAST CORNER OF DURANGO DRIVE AND GRAND TETON DRIVE

04/01/14

ROC-53347 - APPLICANT/OWNER: DAY DAWN CROSSING HOME OWNERS ASSOCIATION
NORTHEAST CORNER OF DURANGO DRIVE AND GRAND TETON DRIVE

04/01/14

PLANNING &
DEVELOPMENT

Development
Services Center
731 S Fourth Street
Las Vegas NV 89101

TTY 702 386 9108
Voice
Administration 229 6353
Comp Planning 229 6022
Current Planning 229 6301
www lasvegasnevada gov

March 11, 2005

Day Star Ventures, LLC
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

RE TMP-6005 - TENTATIVE MAP - DAY DAWN CROSSING UNIT 2

Dear Applicant

Your request for a Tentative Map FOR A 48-LOT RESIDENTIAL SUBDIVISION on 5 34 acres adjacent to the north side of Grand Teton Drive, approximately 700 feet east of Durango Drive (APN 125-09-401-017), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent R-PD7 (Residential Planned Development-7 Units per Acre), and U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 6 (Mack), was considered by the Planning Commission on March 10, 2005

The Planning Commission voted to ***APPROVE*** your request, subject to the following

Planning and Development

1 Approval of the Tentative Map shall be for no more than two (2) years If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within two (2) years of the approval of the Tentative Map, a new Tentative Map must be filed

2 All development shall conform to the Conditions of Approval for Rezoning (ZON-4374), and Site Development Plan Review (SDR-4375)

3 Prior to submittal for a Final Map Technical Review or for review of Civil Improvement plans, whichever occurs first, a revised Tentative Map shall be submitted The revision shall indicate one 24" box tree and two shrubs thirty feet on center within the 10 feet of Common Lot 'D' (24,327 square feet) Decomposed granite shall be placed in all planting areas 2" deep The revised cross sections shall include the 10 feet of revised landscaping and the equestrian trail These revisions shall be approved by the Planning and Development Department and Public Works Department staff

4 Street names must be provided in accord with the City's Street Naming Regulations

Mayor
Oscar B Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Lawrence Weekly
Michael Mack
Steve Wolfson
Lois Tarkanian

City Manager
Douglas A Selby

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ROC-53347

5. All development is subject to the conditions of City Departments and State Subdivision Statutes.

6. Prior to approval of any final map, the developer is required to adopt a plan for the maintenance of infrastructure improvements. The plan is to include a listing of all infrastructure improvements, along with assignment of maintenance responsibility to common interest community, individual property owner, or City of Las Vegas, and the proposed level of maintenance for privately maintained components. The agreement must be approved by the City of Las Vegas, and must include a certification by the licensed professional engineer of record that all infrastructure components are addressed in the maintenance plan. The plan must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. The adoption process must include recordation of the plan against all parcels prior to approval of the final map.

7. The plan shall note that the recreational trail to be transferred to the ownership of the City of Las Vegas shall be maintained at a basic level through utilization of public resources. That basic level to be defined as removal of debris and surface grading once every calendar year. Should additional maintenance activities be requested by the common interest community, or members thereof, the associated costs shall be assessed to the common interest community and/or members thereof.

Public Works

8. Label the equestrian trail adjacent to the north and east boundaries of this site as follows: 10-foot wide Equestrian Trail, C.E. Lot "__", Non-residential lot to be conveyed to the City of Las Vegas, to be privately maintained by the Homeowner's Association prior to conveyance.

9. The Owner's Certificate portion of the Final Map shall include the following third paragraph as required by Title 18, Appendix E: Provided, however, that no above-ground utility vaults that would substantially interfere with the intended use of the trail corridor shall be allowed within any easements, corridors, or common lots designated as public multi-use trail easement areas, and no such easement rights shall be granted to the above listed utility companies, nor any other parties, in conflict with this statement. In addition, include the following statement at the end of the Owner's Certificate: I/we hereby acknowledge that non-residential lots (i.e. Lot "__") will be conveyed to the City of Las Vegas within one year of the recordation of this map.

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ROC-53347

10. Provide a public sewer stub to the northern boundary of this site to service Assessor's Parcel Number 125-09-401-016 at a location and depth acceptable to the City Engineer.

11. Site development to comply with all applicable conditions of approval for ZON-4374, SDR-4375 and all other applicable site-related actions.

12. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

This action by the Planning Commission on March 10, 2005 is final unless a written appeal is filed with the City Clerk within seven days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period.

Sincerely,

Douglas J. Rankin, Planning Supervisor
Planning and Development Department
Current Planning Division

DJR:clc

cc: Nevada Homes Group
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

Ms. Mary Barry
VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, Nevada 89146

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MAR 19 2014

DAYDAWN CROSSING
U-Z
EOT 14485
SDR-4375
TMP 6005/FMP 8610
LS
→ 8131-L-CIVIL
107Y4818-2

9816-L-ENCR
for Median LS

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

September 21, 2004

Alm Corporation
7600 Westcliff Drive
Las Vegas, Nevada 89145

RE: SDR-4375 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JULY 7, 2004
Related to ZON-4374

Dear Applicant:

The City Council at a regular meeting held July 7, 2004 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 48-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 7.10 acres adjacent to the north side of Grand Teton Drive, approximately 495 feet east of the centerline of Durango Drive (APN: 125 09-401-017 and a portion of 125-09-401-006), U (Undeveloped). The Notice of Final Action was filed with the Las Vegas City Clerk on July 8, 2004. This approval is subject to:

Planning and Development

1. A Rezoning (ZON-4374) to an R-PD7 (Residential Planned Development - 7 Units per Acre) Zoning District approved by the City Council.

2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

3. All development shall be in conformance with the site plan and building elevations, except as amended by conditions herein.

4. The standards for this development shall include the following: minimum distance between buildings of 10 feet and building height shall not exceed two stories or 35 feet, whichever is less.

5. The setbacks for this development shall be a minimum of 5 feet to the front of the house as measured from back of sidewalk or from back of curb if no sidewalk is proposed; a minimum of 18 feet or a maximum of 5 feet to the face of the garage door from back of sidewalk or from back of curb if no sidewalk is proposed; 5 feet on the side, 10 feet on the corner side, and 10 feet in the rear.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

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6. 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 depict a six-foot screening wall along Grand Teton Drive.

7. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

8. A landscaping plan must be submitted prior to or at the same time application is made for a building permit.

9. Any property line wall shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

10. Air conditioning units shall not be mounted on rooftops.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

12. 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.

13. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The Design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

14. All City Code requirements and design standards of all City departments must be satisfied.

15. No lots abutting the equestrian trail shall be allowed to have walls adjacent to the trail that extend forward from the front of the house. No common lot may have a wall adjacent to the trail. The applicant shall ensure that the CC&R's for the development prevent future construction of such walls, and that the HOA and purchasers of these lots are specifically advised of this condition.

Public Works

16. Gated access drives, if proposed, shall be designed, located and constructed in accordance with Standard Drawing #222A.

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2014

17. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

18. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

19. A Homeowner's Association shall be established to maintain all perimeter walls, 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.

20. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

21. Site development to comply with all applicable conditions of approval for ZON-4374 and all other subsequent site-related actions.

22. 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,

Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: See Attached List

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ROC-53347

REVIEW OF CONDITION(S) - JUSTIFICATION LETTER

February 14th, 2014

City of Las Vegas
Planning & Development
333. North Rancho Drive
Las Vegas, NV 89106

RE: Day Dawn Crossing Unit #2 – Review of Condition

Location: Reading Railroad Street & Grand Teton

The Day Dawn Crossing Board of Directors, representing the best interest of the homeowners of the association and surrounding communities respectfully requests the following amendments:

1. SDR-4375 - Site Development Review Approved 7/7/2004 – Removal of condition #3 to allow no landscaping in common lot D. Currently the HOA is facing financially challenging times and landscaping in this area provides no benefit to the homeowners and the community at large.

2. SDR-4375 – Site Development Review Approved 7/7/2004 – Removal of condition #15. The removal of the condition will allow the flexibility to close in the interior common area park and interior streets. Currently there is a high level of foot traffic by pedestrians and who are not residents of the community looking to "shortcut" through the community.

On behalf of the residence at Day Dawn Crossing, thank you in advance for your consideration to our request.

Mike Emsley
President

Richard Burns
Secretary

Heather Shaffer
Community Manager, Terra West Management Services

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APR 03 2014
City of Las Vegas
Department of Planning
ROC-53347

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:

ROC-53368 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - For possible action on a request for a Review of Condition of a Required Review (RQR-40298) of a previously approved Special Use Permit (U-0028-01) TO DELETE CONDITION A WHICH STATES "THE OFF-PREMISE SIGN SHALL BE REMOVED FROM THE PROPERTY WITHIN SIX MONTHS OF THE COMPLETION AND ILLUMINATION OF THE ARTS DISTRICT PAINTBRUSH GATEWAY SCULPTURES ON CHARLESTON BOULEVARD. THE SIX-MONTH PERIOD FOR THE REMOVAL OF THE SIGN SHALL COMMENCE UPON NOTIFICATION OF THE APPLICANT BY THE CITY THAT THE SCULPTURE IS COMPLETE; A DEMOLITION PERMIT SHALL BE SECURED FOR THE REMOVAL OF THE SIGN AND THE SPECIAL USE PERMIT FOR THE SIGN SHALL BE EXPUNGED" at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-53028]. Staff recommends DENIAL.

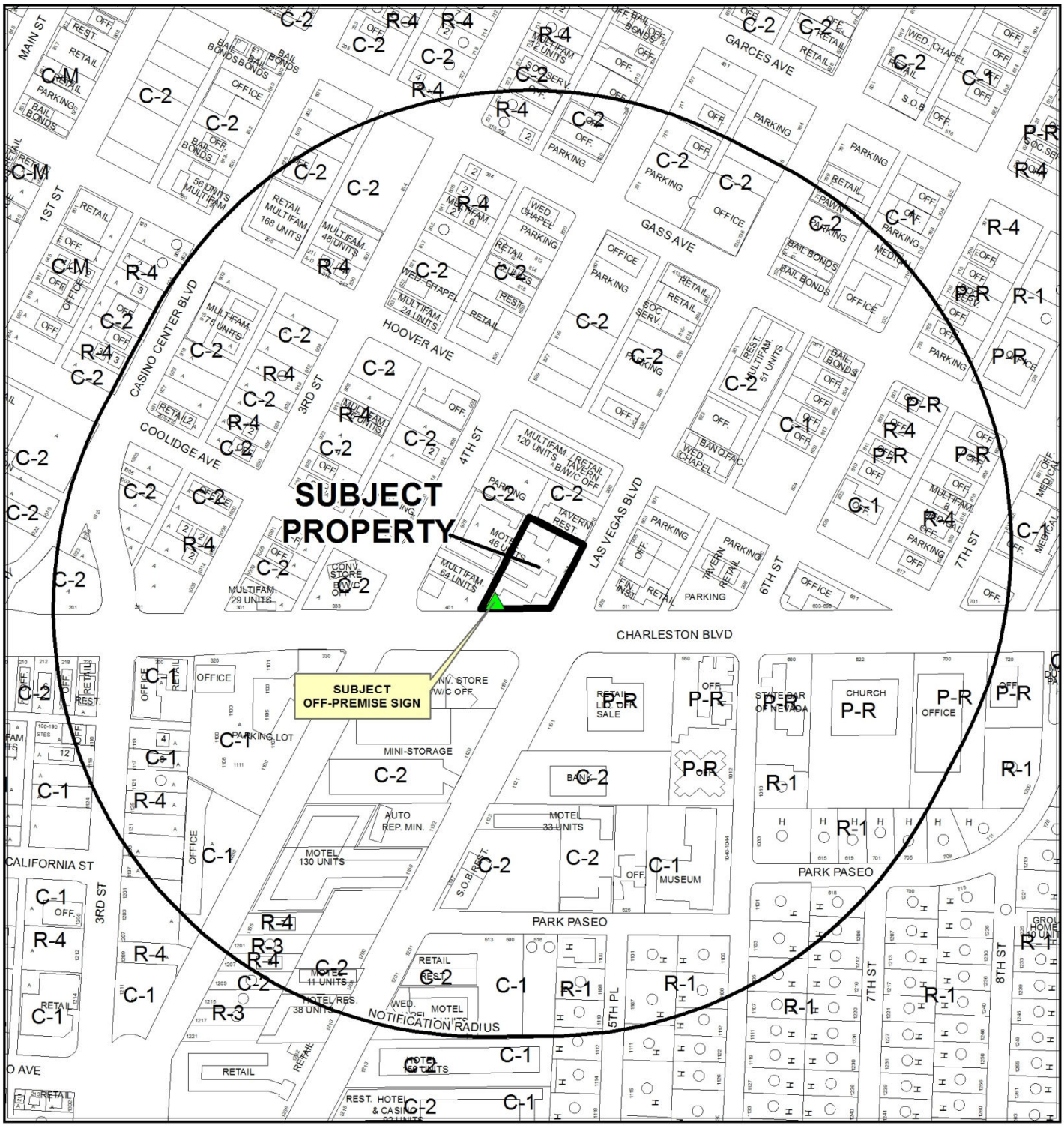
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

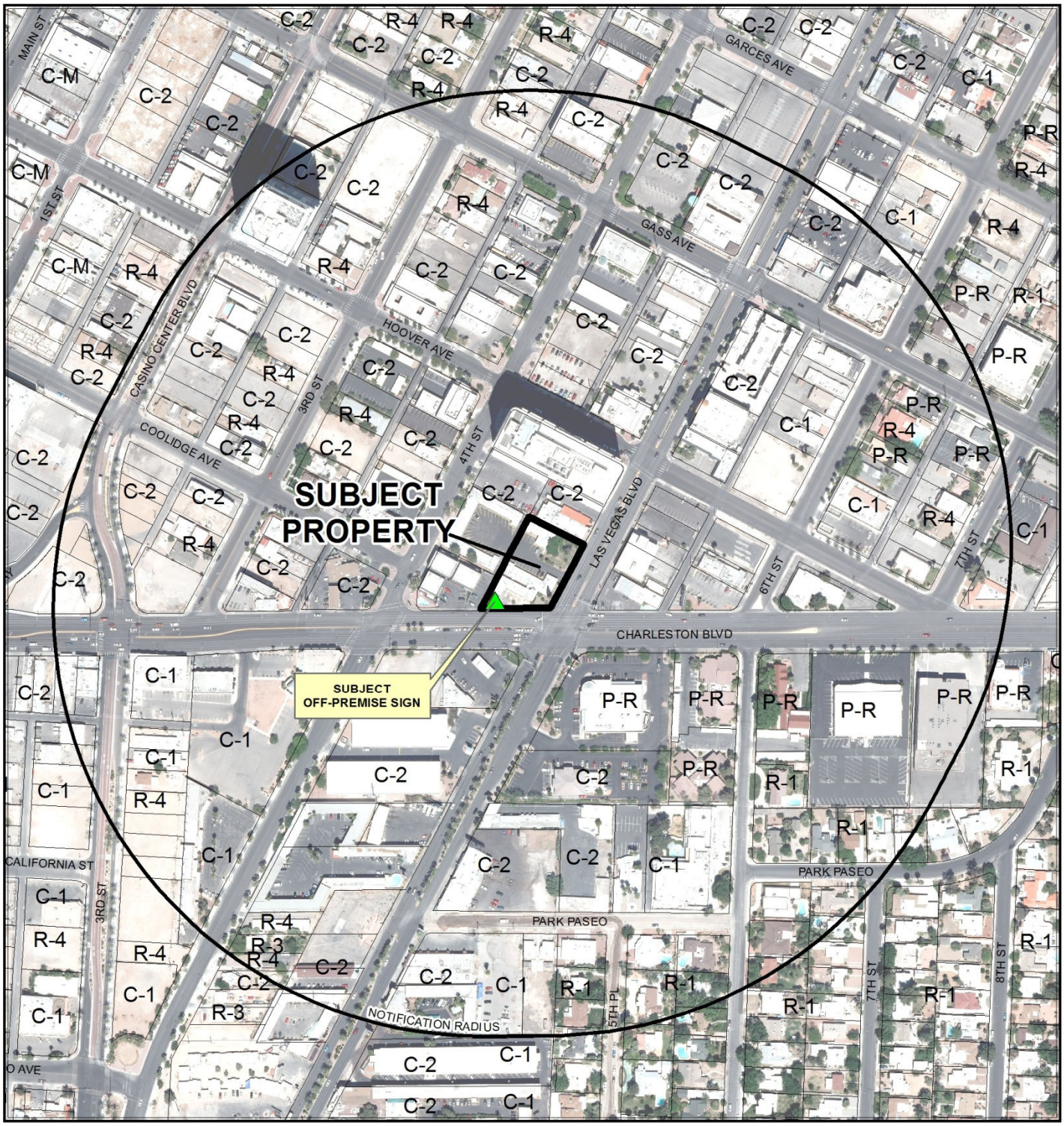
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter - RQR-50428
6. Justification Letter



CASE: **ROC-53368**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **ROC-53368**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

RQR-53368

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, March 24, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-53368	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

ROC-53368 CONDITIONS

Planning

1. Condition #A of Required Review (RQR-40298) shall be deleted.

2. Conformance to the conditions of approval of Required Review (RQR-40298) and Special Use Permit (U-0028-01) and all other site related actions as required by the Department of Planning and Department of Public Works.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition of a previously approved Required Review (RQR-40298) to delete condition #A that states, "The Off-Premise Sign shall be removed from the property within six months of completion and illumination of the Arts District Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the city that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the Special Use Permit for the sign shall be expunged" at 928 South Las Vegas Boulevard. The Off-Premise Sign was constructed in 2001 and meets Title 19 distance separation and zoning requirements. However, it fails to meet special area plan requirements established after the sign's construction and does not contribute to the goals of redevelopment in the area. Staff therefore recommends denial. If this review is denied, the subject sign shall be removed from the property.

ISSUES

- The sign has been properly permitted and inspected.
- Current standards for the Las Vegas Boulevard Scenic Byway Overlay District prohibit Off-Premise Signs within the Byway corridor.
- Current standards for the 18b-Arts District (Las Vegas Downtown Centennial Plan) require Off-Premise Signs within the Arts District to be flush-mounted on a structure; these signs cannot be freestanding, roof-mounted or project past the walls or roof of a building.
- The existing Off-Premise Sign is not aesthetically compatible with the surrounding uses and does not contribute in a positive manner to the scenic qualities of the Las Vegas Boulevard Scenic Byway as detailed in the Las Vegas Boulevard Scenic Byway Corridor Management Plan.
- The existing Off-Premise Sign does not further an important objective of the Redevelopment Plan, which is "to achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan."
- A certified letter was sent to the applicant and received by the applicant on January 17, 2014 that per condition #A of (RQR-40298) that the subject Off-Premise Sign shall be removed within six months upon the notification by the City that the Arts District Gateway Sculptures on Charleston Boulevard have been completed and illuminated.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/01	The City Council granted an appeal of the Planning Commission denial of a Special Use Permit (U-0028-01) for a proposed 45-foot tall, 14-foot by 48-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial. A 40-foot tall, 28-foot by 24-foot Off-Premise Sign was approved.
08/07/02	The City Council granted an appeal of the Planning Commission denial of a Required Review [U-0028-01(1)] of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
11/19/03	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-3024) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
05/05/04	The City Council adopted Ordinance No. 5694, thereby establishing the Las Vegas Boulevard Scenic Byway Overlay District and associated standards.
12/15/04	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-5247) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
06/29/05	A code enforcement case (32050) was processed for an Off-Premise Sign at 928 South Las Vegas Boulevard to be at least 75% to be neon illuminated as required in the Scenic Byway Overlay District. The case was resolved on 12/21/05.
09/07/05	The City Council approved a Review of Condition (ROC-7358) Number 1 of a previously approved Required Review (RQR-5247) for the existing 40-foot tall, 28-foot by 24-foot Off-Premise Sign to allow no illuminated neon on a sign at 928 South Las Vegas Boulevard in the Las Vegas Scenic Byway Overlay District where at least 75 percent of the total sign surface is required to contain neon. Staff recommended denial.
09/22/05	The Planning Commission approved a request for a Variance (VAR-8496) to allow an existing 40-foot tall, 28-foot by 24-foot Off-Premise Sign with less than 75% neon or animated illumination to be located within the Las Vegas Boulevard Scenic Byway Overlay District at 928 South Las Vegas Boulevard. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/03/07	The City Council tabled a Required Review (RQR-17518) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The Planning Commission recommended approval. Staff recommended denial.
12/17/08	The City Council approved a Required Review (RQR-29727) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. The Planning Commission recommended approval. Staff recommended denial.
02/04/09	The City Council approved General Plan Amendment (GPA-32129) to change the land use designation from MXU (Mixed Use) to C (Commercial) on 0.55 acres at 928 South Las Vegas Boulevard.
03/04/09	The City Council adopted Ordinance No. 6030, thereby modifying and consolidating review and approval procedures for signage within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District and the Las Vegas Boulevard Scenic Byway Overlay District.
10/16/09	Las Vegas Boulevard, from Washington Avenue to Sahara Avenue, was designated a National Scenic Byway due to its cultural, historic and nighttime scenic amenities and abundance of neon signage.
02/16/11	The City Council approved a Required Review (RQR-40298) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. A condition was added that the existing Off-Premise Sign shall be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the City that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the Special Use Permit for the sign shall be expunged. The Planning Commission recommended approval and staff recommended denial.
01/17/14	The applicant received notification from the Department of Planning that per condition #A of Required Review (RQR-40298) the existing Off-Premise Sign shall be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the City that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the Special Use Permit for the sign shall be expunged.
05/07/14	A Required Review (RQR-52375) will be heard concurrently with this application.

Most Recent Change of Ownership	
03/15/95	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/08/01	A building permit (#01013065) was issued for a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The permit was finalized on 09/24/01.

Pre-Application Meeting	
02/24/14	A pre-application meeting was held with the representative and submittal requirements for a Review of Condition to delete Condition #A of Required Review (RQR-40298).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/01/14	Staff conducted a field check of the subject site and found the sign faces and supporting structures were in good condition, with bird droppings on the sign pole.

Details of Application Request	
Site Area	
Net Acres	0.68

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motel	C (Commercial)	C-2 (General Commercial)
North	Restaurant/Tavern	C (Commercial)	C-2 (General Commercial)
South	General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)
East	Secondhand Dealer/ General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)
West	Multi-Family Residential/Motel	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (18b – Las Vegas Arts District)	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		N
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		N
Trails			N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		N
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting a Review of Condition of a previously approved Required Review (RQR-40298) to delete condition #A that states, "The Off-Premise Sign shall be removed from the property within six months of completion and illumination of the Arts District Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the city that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the Special Use Permit for the sign shall be expunged" at 928 South Las Vegas Boulevard.

The subject Off-Premise Sign was constructed in 2001. The sign has been properly permitted and inspected. The sign also meets the basic dimensional and distance separation requirements of Title 19. However, staff has consistently recommended that the use be discontinued at this location based on its potential negative effect on redevelopment efforts in the area and more recently its incompatibility with the current requirements of the 18b Arts District and the Las Vegas Boulevard Scenic Byway Overlay District and Corridor Management Plan. Las Vegas Boulevard from Sahara Avenue to Washington Boulevard was designated a State Scenic Byway in November 2001 and attained National Scenic Byway status on October 16, 2009. One of the requirements for this designation was the adoption of a Corridor Management Plan, which calls for restoration of existing neon signs within the corridor and the removal or relocation of existing Off-Premise Signs. The applicant obtained a Variance in 2005 to allow the sign not to contain illuminated and/or animated signage where standards of the Las Vegas Boulevard Scenic Byway Overlay District require at least 75 percent of the total sign surface area to contain illuminated signage.

Secondarily, the standards for 18b – Las Vegas Arts District of the Downtown Centennial Plan require Off-Premise Signs to be flush-mounted on a structure. The existing Off-Premise Sign is a freestanding structure enclosed within a chain link fence.

At the City Council meeting of February 26, 2011, a condition was added by the City Council to require the existing Off-Premise Sign be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The applicant agreed to all conditions at the City Council meeting. The six-month period was to commence upon notification of the applicant by the City that the sculpture is complete. The applicant received notification by certified mail on January 17, 2014 that the six month period for removal has commenced. Consequently, the applicant has until July 17, 2014 to remove the sign in accordance with the agreed upon conditions.

FINDINGS

The Las Vegas Boulevard Scenic Byway plan calls for the removal or relocation of existing Off-Premise Signs within the Scenic Byway in order to preserve the cultural and historic heritage of neon signage along Las Vegas Boulevard. Second, the sign also does not comply with current requirements for off-premise signage in the 18b Las Vegas Arts District. Third, the continued existence of the sign does not further goals for redevelopment of the area through streetscape and building improvements.

The immediate area has changed from the time the sign was constructed for the reasons stated above, and therefore the subject sign is no longer harmonious and compatible with the surrounding land uses; therefore, staff recommends denial of this review. The applicant has until July 17, 2014 to remove the sign.

NOTICES MAILED 413 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-53368 APN: 139-34-410-165

Name of Property Owner: Gateway Motel INC

Name of Applicant: Reagan National Advertising of Nevada

Name of Representative: Brown, Brown and Premsrirut

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: Devinder S Jhawar

Print Name: DEVINDER S JHAWAR

Subscribed and sworn before me

This 6 day of March, 2014

Riverside, California

Notary Public in and for said County and State

DOMINIQUE D. TRAN
COMM. # 2048797
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. NOV. 11, 2017

PRJ-53028
03/20/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions RQR-40298

Project Address (Location) 928 South Las Vegas Blvd.

Project Name Gateway Motel off-premise advertising **Proposed Use** Off Premise Sign

Assessor's Parcel #(s) 139-34-410-165 **Ward #** 3 - Coffin

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed same

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information condition A

PROPERTY OWNER Gateway Motel Inc **Contact** Satwant Jahwar

Address PO BOX 20453 **Phone:** (702) 493-3674 **Fax:** _____

City Las Vegas **State** NV **Zip** 89112

E-mail Address _____

APPLICANT Reagan National Advertising of Nevada **Contact** Dewey Reagan

Address 1775 North Warm Springs Road **Phone:** (801) 521-1775 **Fax:** (801) 521-9741

City Salt Lake City **State** UT **Zip** 84116

E-mail Address cheryl@reaganusa.com

REPRESENTATIVE Brown, Brown & Premsrirut **Contact** Lora Dreja

Address 520 S. 4th Street **Phone:** (702) 384-5563 **Fax:** (702) 385-1023

City Las Vegas **State** NV **Zip** 89101

E-mail Address Lora@brownlawlv.com

Property Owner Signature* Devinder S. Jhawar

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DEVINDER S. JHAWAR

Subscribed and sworn before me

This 6 day of March, 20 14.

Riverside, California

Notary Public in and for said County and State

DOMINIQUE D. TRAN
COMM. # 2048797
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. NOV. 11, 2017

FOR DEPARTMENT USE ONLY

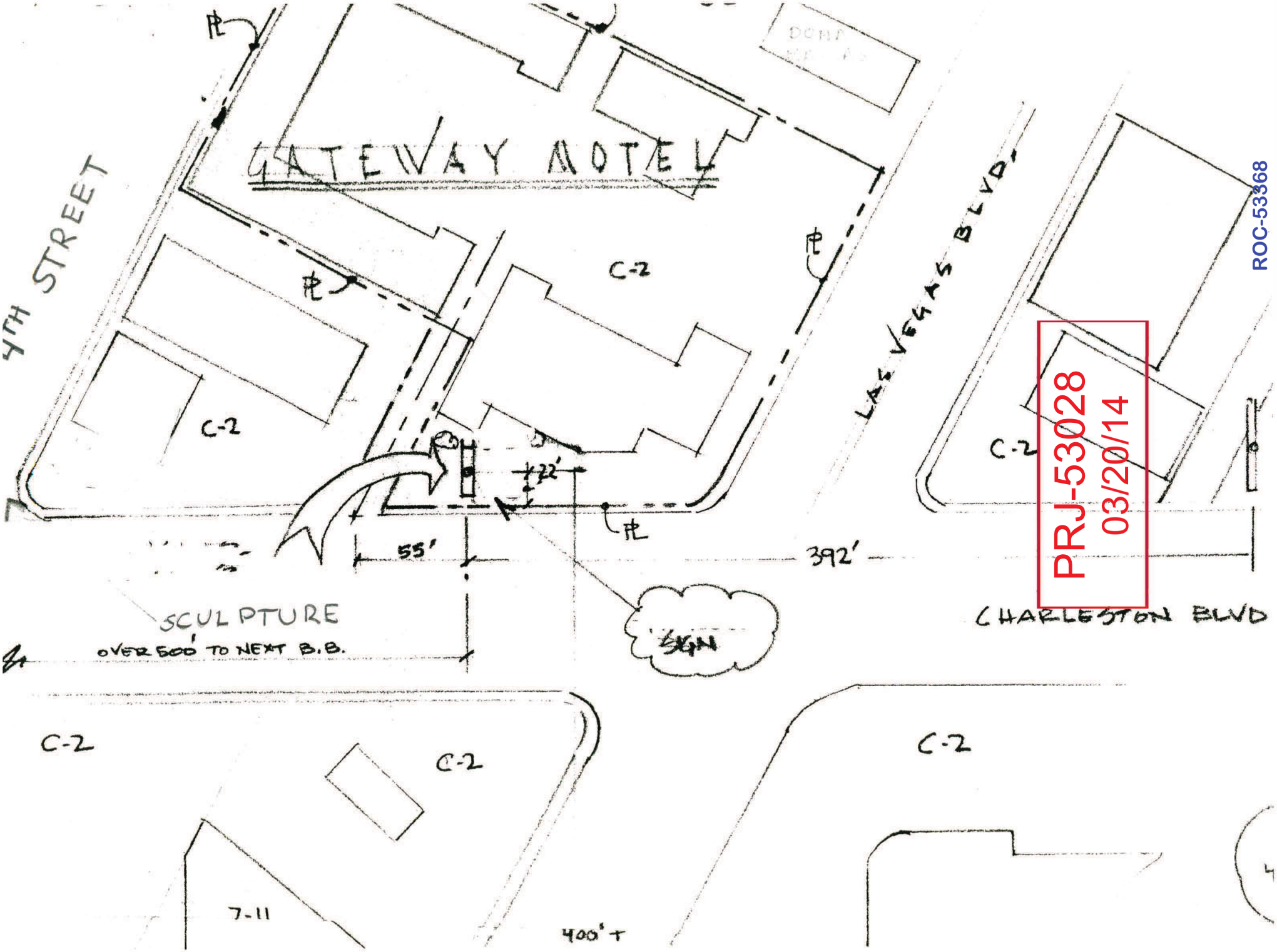
Case #	ROC-53368
Meeting Date:	05/07/14 CC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

RQ-53028
03/20/14

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf


GATEWAY MOTEL
4TH STREET
LAS VEGAS BLVD
C-2
C-2
C-2
C-2
C-2
C-2
22'
55'
392'
SCULPTURE
OVER 500' TO NEXT B.B.
SIGN
CHARLESTON BLVD
7-11
400'+
PRJ-53028
03/20/14
ROC-53368

PRJ-53028
03/20/14

ROC-53368

PRJ-53028

03/20/14

ROC-53368

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

March 8, 2011

Mr. David Jhwar
Gateway Motel
PO Box 7014
Riverside, California 92513-7014

RE: RQR-40298 – REQUIRED REVIEW
CITY COUNCIL MEETING OF FEBRUARY 16, 2011

Dear Mr. Jhwar:

The City Council at a regular meeting held February 16, 2011, APPROVED the Required Review of a previously approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 17, 2011. This approval is subject to:

Added Condition:

A. The Off-Premise Sign shall be removed from the property within six months of the completion and illumination of the Arts District Paintbrush Gateway Sculptures on Charleston Boulevard. The six-month period for the removal of the sign shall commence upon notification of the applicant by the City that the sculpture is complete; a demolition permit shall be secured for the removal of the sign and the special use permit for the sign shall be expunged.

Planning and Development

1. Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

ROC-53368

Printed with environmentally friendly soy ink.

4. If the existing Off-Premise Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council; or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City Departments shall be satisfied.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Acting Director
Planning Department

cc: Mr. Dewey Reagan
Reagan National Advertising
1775 North Warm Springs Road
Salt Lake City, Utah 84116

Mr. Jay Brown
520 South Fourth Street
Las Vegas, Nevada 89101

ROC-53368 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD

04/01/14

ROC-53368 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD

04/01/14

ROC-53368 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD

04/01/14

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

February 14, 2014

City of Las Vegas Planning and Zoning
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: Review of Conditions for RQR-40298 removal of off-premise sign located on Charleston Blvd.

Dear Sir/Madam;

On behalf of our client, Reagan Advertising, we ask the city to reconsider a condition related to removal of the sign; see added condition"A" on the attached approval letter. This condition addresses the removal of the subject billboard upon completion of a paintbrush shaped sculpture at the northeast corner of Charleston Blvd at 4th Street; approximately 190 feet east of this sign structure.

When the paintbrush sculpture was commissioned, it was intended to benchmark the gateway to the Arts District. While the dynamic progression of the Arts district must be acknowledged, much of this activity is concentrated on Main Street and Casino Center Blvd. For the time being, we ask that the present character a proximal segment of Charleston Boulevard also be considered. At this time, westbound Charleston traffic is presented with the paint brush sculpture, then a gas station, an under-utilized building then two blocks of vacant street frontage.

While there have been multiple real-estate transactions between 4th Street and Art Way, at this time development proposals have not yet been submitted to the city. We respectfully request that new construction on the Charleston Boulevard frontage within the Arts District be included as a criteria under consideration when deliberating whether this billboard is no longer compatible with the district.

Please phone me if you have considerations or suggestions.

Very truly yours,

Lora Dreja
Land Entitlements
Law Office of Jay Brown
(702) 598-1408

PRJ-53028
03/20/14

ROC-53368

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

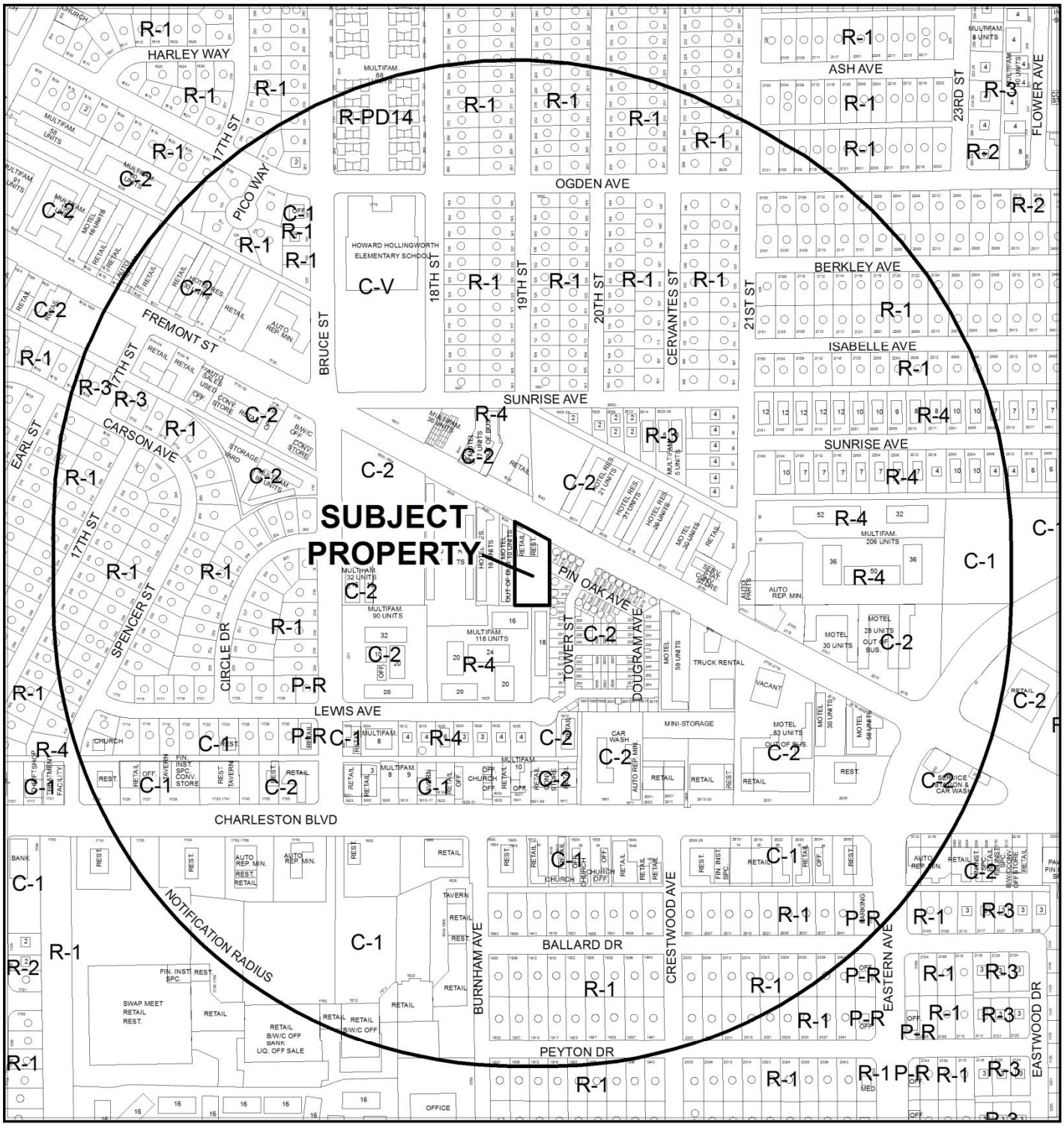
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-53405 - EXTENSION OF TIME - NON-CONFORMING - PUBLIC HEARING - APPLICANT/OWNER: FREMONT PROPERTIES, LLC - For possible action on a request for an Extension of Time FOR A NON-CONFORMING USE (TAVERN) at 1930 Fremont Street (APN 139-35-803-005), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

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 DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



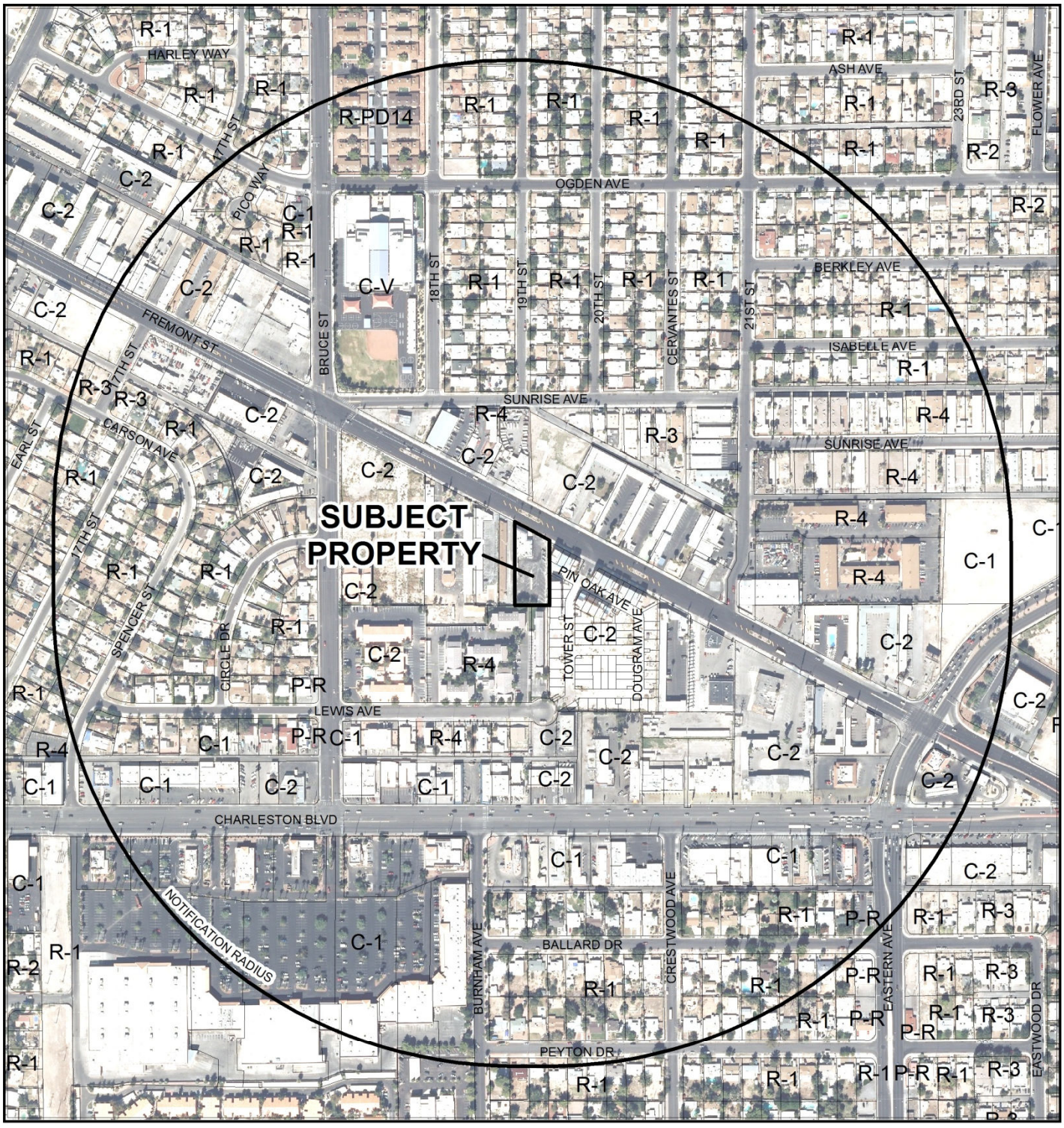
0 400 800 Feet

CASE: **EOT-53405**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

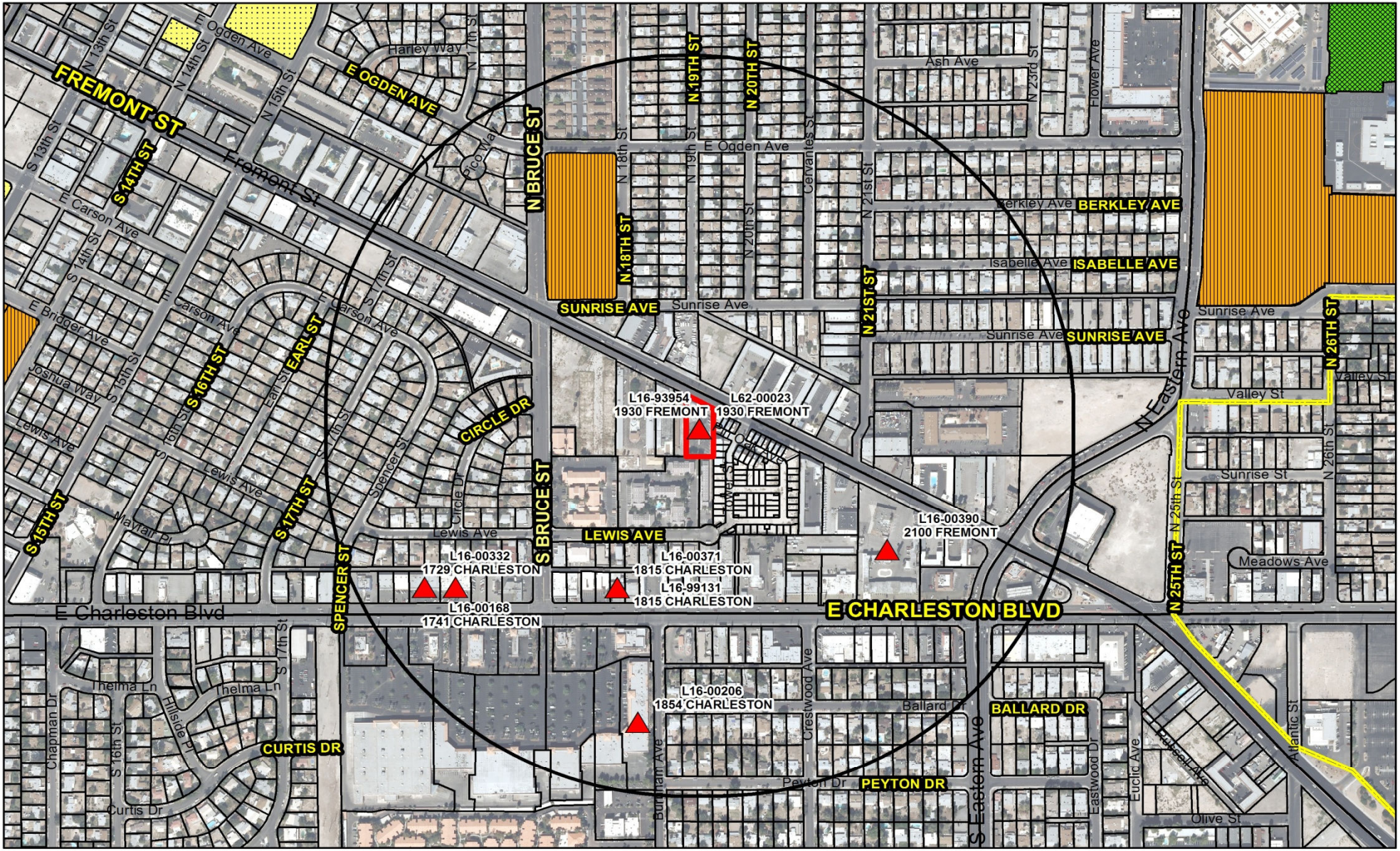
N



CASE: **EOT-53405**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



EOT-53405

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 265 530 1,060 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: FREMONT PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-53405	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

EOT-53405 CONDITIONS

Planning

1. This request for an Extension of Time for a non-conforming Tavern at 1930 Fremont Street shall expire on April 29, 2015 unless another extension of time is approved by the City Council.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is the fourth request for an Extension of Time of a non-conforming use for a former Tavern at 1930 Fremont Street. On April 29, 2010, business license L16-00032 for the tavern was classified as out of business with no subsequent licenses applied for at the subject site. There is an elementary school and five other taverns located within 1,500 feet of the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allows the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application.

As the use is nonconforming, the building has not been maintained and the applicant has not been able to reestablish the use in four years, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/30/08	A code enforcement case (71110) was processed for trash and debris scattered through-out 1930 Fremont Street. The case was resolved on 11/24/08.
07/07/09	A code enforcement case (79660) was processed for an iron fence installed around the front of the property at 1930 Fremont Street without permits. The case was finalized on 08/19/09.
05/18/11	The City Council approved a request for an Extension of Time (EOT-41219) for a nonconforming Tavern located at 1930 Fremont Street. Staff recommended denial.
06/06/12	The City Council approved a request for an Extension of Time (EOT-45152) for a nonconforming Tavern located at 1930 Fremont Street. Staff recommended approval.
05/01/13	The City Council approved a request for an Extension of Time (EOT-45152) for a nonconforming Tavern located at 1930 Fremont Street. Staff recommended denial.
12/23/13	A code enforcement case (136389) was processed for trash and debris scattered through-out 1930 Fremont Street, Suite #A. The case was resolved on 01/08/14.

Most Recent Change of Ownership	
10/12/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1964	The building at 1930 Fremont Street was constructed.
04/25/91	A business license (C08-01391) was issued for Amusement Machines at 1930 Fremont Street, Suite #B. The license is still active.
	A business license (H02-01224) was issued for Handbills at 1930 Fremont Street, Suite #B. The license is still active.
	A business license (R10-00671) was issued for Restaurant at 1930 Fremont Street, Suite #B. The license is still active.
01/19/07	A business license enforcement case (238375) was processed for a bartender failure to obtain a work card and allowing an employee to work without a valid work card at 1930 Fremont Street. The case was resolved on 01/23/07.
02/09/07	A business license annual inspection (244056) was conducted at 1930 Fremont Street. The business was found to be in compliance.
08/01/07	A business license (L16-00032) was issued for a Tavern at 1930 Fremont Street. The license was classified as out of business on 04/29/10.
02/22/08	A business license enforcement case (327264) was processed for a bartender failure to obtain a work card, server with no work card, no health card and no alcohol awareness certification. Two security guards working without alcohol awareness certification and no employee listing at 1930 Fremont Street. The case was resolved on 04/17/08.
08/14/09	A business license annual inspection (526833) was conducted at 1930 Fremont Street. The business was found to be in compliance.
08/19/09	A building permit (145873) was issued for an iron fence installed around the front of the property located at 1930 Fremont Street. The permit was finalized on 09/22/09.
12/03/09	A business license inspection (562290) was conducted to confirm the closure and removal of alcoholic beverages at 1930 Fremont Street.

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	
04/01/14	Staff conducted a field check of the subject site and noted graffiti on the perimeter wall, damaged signage on the building, weeds and rusty wrought iron fencing enclosing the front of the building.

Details of Application Request	
Site Area	
Net Acres	0.66

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Liquor Establishment (Tavern)/Restaurant	MXU (Mixed-Use)	C-2 (General Commercial)
North	General Retail Store, Other than Listed	MXU (Mixed-Use)	C-2 (General Commercial)
South	Multi-Family Residential	MXU (Mixed-Use)	R-4 (High Density Residential) and C-2 (General Commercial)
East	Single Family, Attached	MXU (Mixed-Use)	C-2 (General Commercial)
West	Vacant Motel	MXU (Mixed-Use)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (East Village)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The former tavern was in operation prior to Title 19 requirements for a Special Use Permit. On April 29, 2010, business license L16-00032 for the tavern was classified as out of business with no subsequent licenses applied for at the location. There is an elementary school (built in 2003) located to the northwest and five other taverns all within 1,500 feet of the subject site.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. In accordance with Bill 2010-40, a public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

This is the fourth request for an Extension of Time; the applicant has been unable to find a tavern operator for the space. Bill 2010, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the use is nonconforming, the building has not been maintained and the applicant has not been able to reestablish the use in four years, staff is recommending denial of this request.

NOTICES MAILED 603 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-53405** APN: 139-35-803-005

Name of Property Owner: Fremont properties, LLC

Name of Applicant: John Wolfson

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: John Wolfson

Print Name: John Wolfson

Subscribed and sworn before me

This _____day of _____, 20_____

_____

Notary Public in and for said County and State

STATE OF CALIFORNIA COUNTY OF SANTA CLARA
Subscribed and sworn to (or affirmed) before me on this 14 day of MAR, 2014 by JOHN WOLFSON proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

R. C. SINGH
Commission # 1953520
Notary Public - California
Santa Clara County
My Comm. Expires Oct 21, 2015

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MAR 2 5 2014
City of Las Vegas
Department of Planning

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Fremont Properties, LLC

Project Address (Location) 1930 Fremont Street, Las Vegas, V 89101

Project Name Odyssey Tavern **Proposed Use** Liquor Establishment

Assessor's Parcel #(s) 139-35-803-005 **Ward #** 3

General Plan: existing MXU proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 3500 **Floor Area Ratio** _____

Gross Acres 0.66 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Fremont Properties, LLC **Contact** John Wolfson

Address PO Box 41134 **Phone:** (408) 203-1971 **Fax:** (408) 268-4254

City San Jose **State** CA **Zip** 95160

E-mail Address john.wolfson@gmail.com

APPLICANT Same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* John Wolfson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John Wolfson

RECEIVED
MAR 25 2014
City of Las Vegas
Department of Planning

Subscribed and sworn before me

This _____ day of _____, 20__.

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

Subscribed and sworn to (or affirmed) before me on this 14 day of MAR, 2014 by JOHN WOLFSON, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

R. C. SINGH
Commission # 1953520
Notary Public - California
Santa Clara County
My Comm. Expires Oct 21, 2015

FOR DEPARTMENT USE ONLY

Case #	EOT-53405
Meeting Date:	5/7/14
Total Fee:	$1050.00
Date Received:*	3/25/14
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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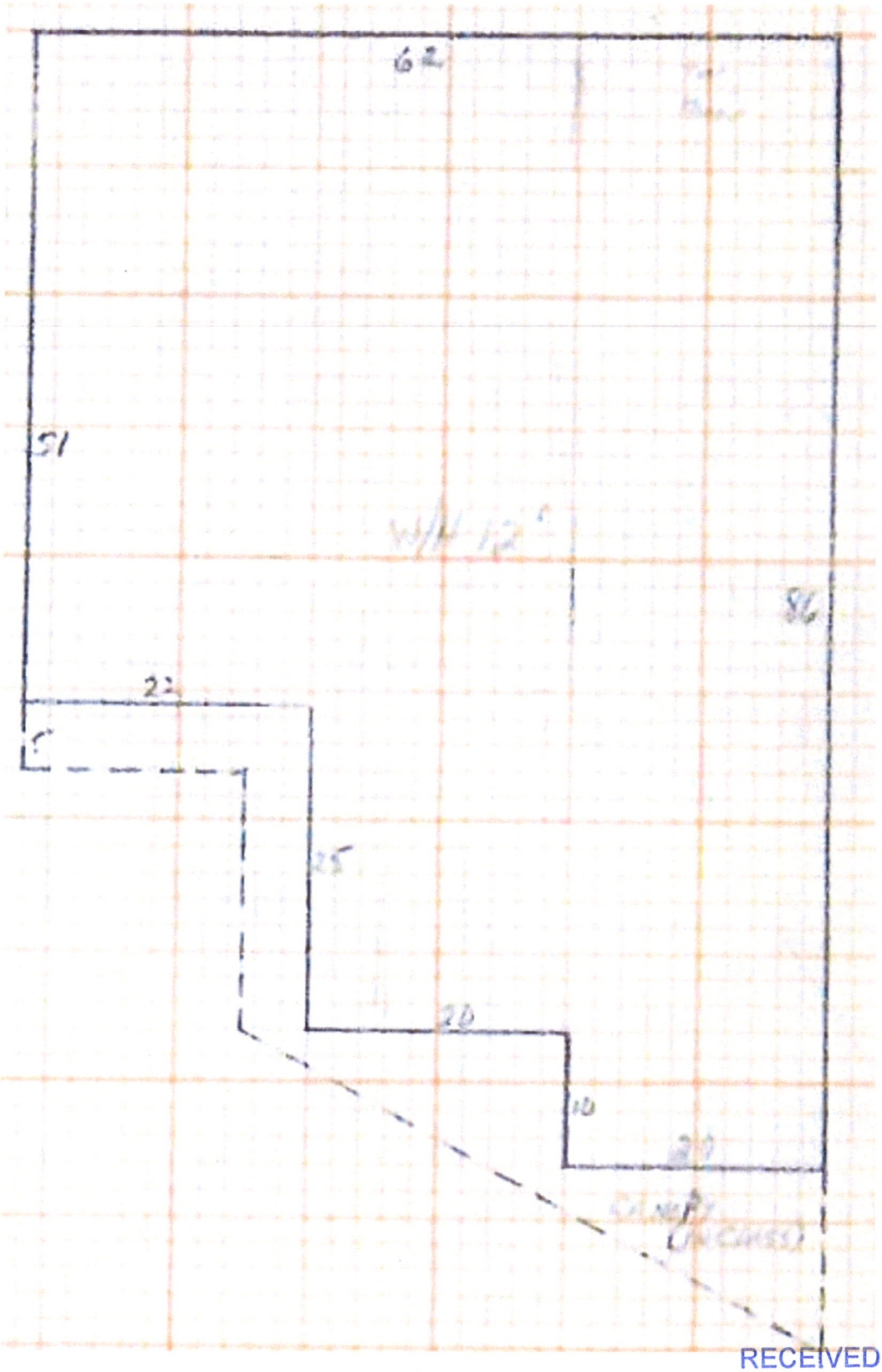
Odyssey Tavern
1930 Fremont Street, Las Vegas NV 89101
APN: 139-35-803-005



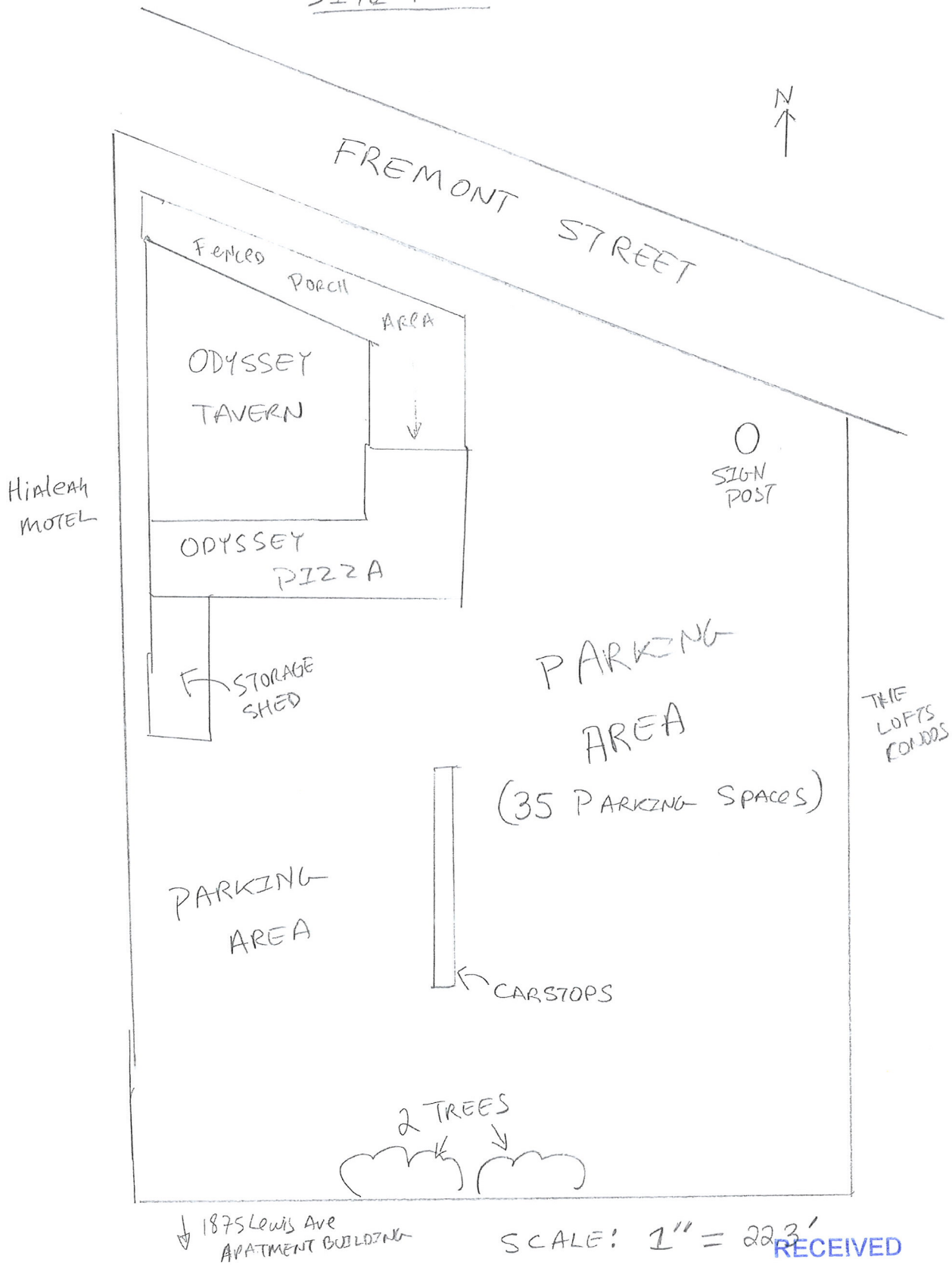
Scale:
Each square = 2 Feet
Each inch = 7.75 Feet

EOT-53405

RECEIVED
MAR 2 5 2014
City of Las Vegas
Department of Planning

1930 FREMONT ST
LAS VEGAS, NV 89101
SITE PLAN

APN: 139-35-803-005



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MAR 25 2014
City of Las Vegas
Department of Planning

EOT-53405

EOT-53405 - APPLICANT/OWNER: FREMONT PROPERTIES, LLC
1930 FREMONT STREET

04/01/14

EOT-53405 - APPLICANT/OWNER: FREMONT PROPERTIES, LLC
1930 FREMONT STREET

04/01/14

EOT-53405 - APPLICANT/OWNER: FREMONT PROPERTIES, LLC
1930 FREMONT STREET

04/01/14

EOT-53405 - APPLICANT/OWNER: FREMONT PROPERTIES, LLC
1930 FREMONT STREET

04/01/14

EOT-53405 - APPLICANT/OWNER: FREMONT PROPERTIES, LLC
1930 FREMONT STREET

04/01/14

John Wolfson / Fremont Properties, LLC
6525 Crown Blvd / PO Box 41134
San Jose, CA 95160
Phone: (408) 203-1971
Fax: (408) 268-4254
Email: john.wolfson@gmail.com
March 17, 2014

Department of Planning
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

Dear Department of Planning,

This letter is to provide the justification for an Extension of Time for the Liquor Zoning designation for the property located at 1930 Fremont Street, Las Vegas, NV 89101.

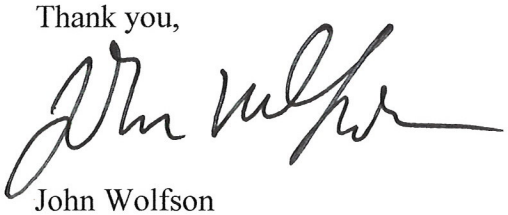
This property has been operating as a tavern at least since the 1960s. It was most recently known as the Odyssey Tavern. During the recent severe economic downturn, the Odyssey Tavern went out of business. What followed were some of the most difficult times for us financially and emotionally. We aggressively searched for a new Tavern tenant and in February of 2013 we signed a 15-year lease with someone who has a tavern license and had previous owned a successful tavern in Las Vegas.

Unfortunately this person never occupied the building, never started the tavern, and has stopped paying rent. While this has been a real blow to us, and totally unexpected, there is renewed hope and life on Fremont Street.

The good news is that we have a new operator who is now making plans to occupy the building and open a Tavern. If you wish to know the details of the new plans, please contact me, as I will be glad to share the specifics with you. This is a group of serious individuals who are eager to embark on an excellent and exciting venture at this location. They have a strong financial backing along with a solid business plan.

In the very near future we expect that the tavern will be open and it will be an excellent destination location on Fremont Street. We respectfully request that you approve the Extension of Time so that this building will flourish in the years to come and be a positive spot for the City of Las Vegas.

Thank you,



John Wolfson

RECEIVED
MAR 2 5 2014
City of Las Vegas
Department of Planning

EOT-53405

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:

DIR-53553 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: BEL AIR RG, LLC, ET AL - For possible action to REVOKE PREVIOUSLY APPROVED SPECIAL USE PERMITS (SUP-42262 AND SUP-42264) FOR A MOTOR VEHICLE SALES (USED) USE AND AN AUTO REPAIR GARAGE, MAJOR on 1.84 acres at 1715 Fremont Street and 1735 Fremont Street (APNs 139-35-315-006 and 007), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

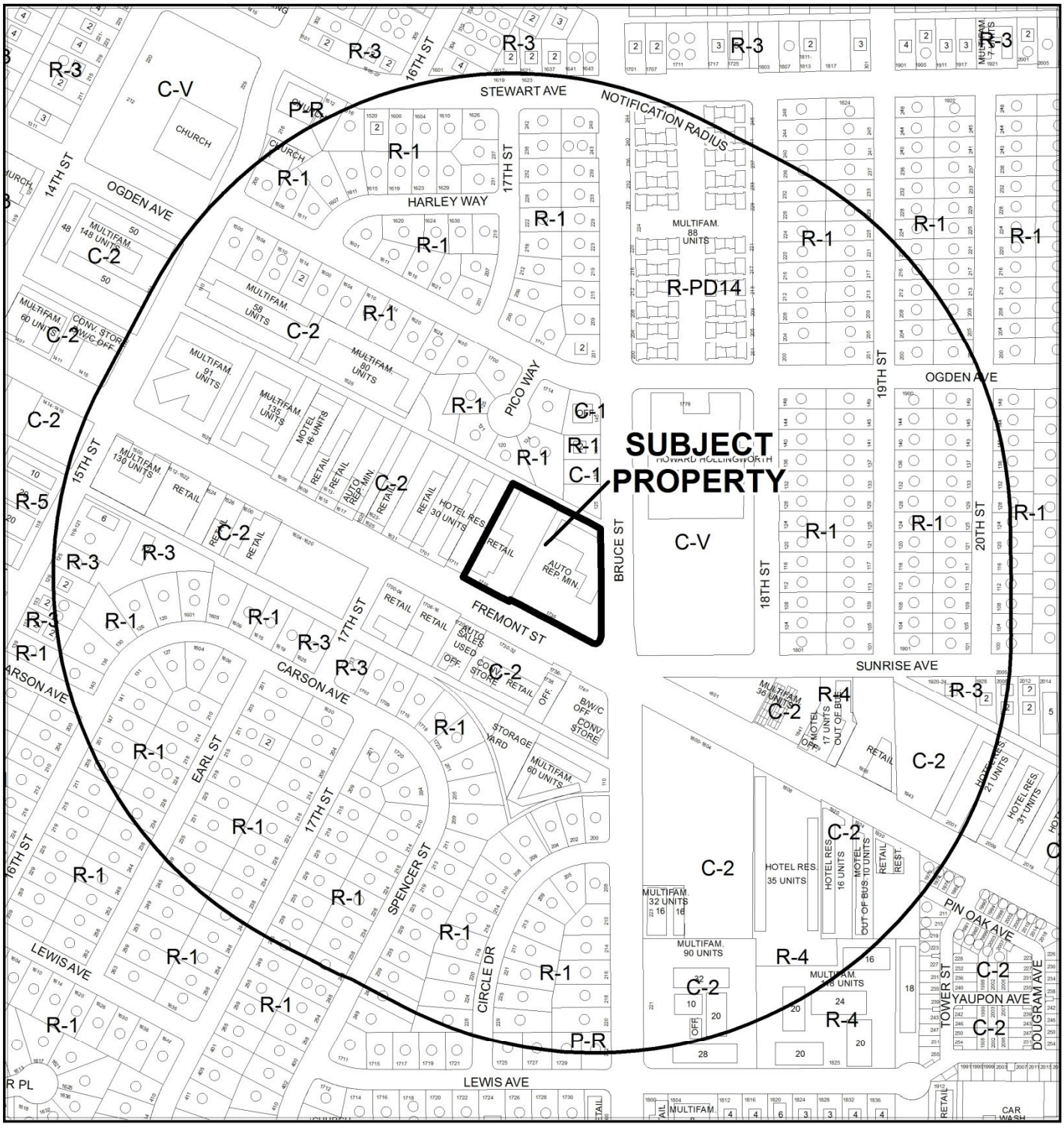
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Proof of Notification for DIR-53553



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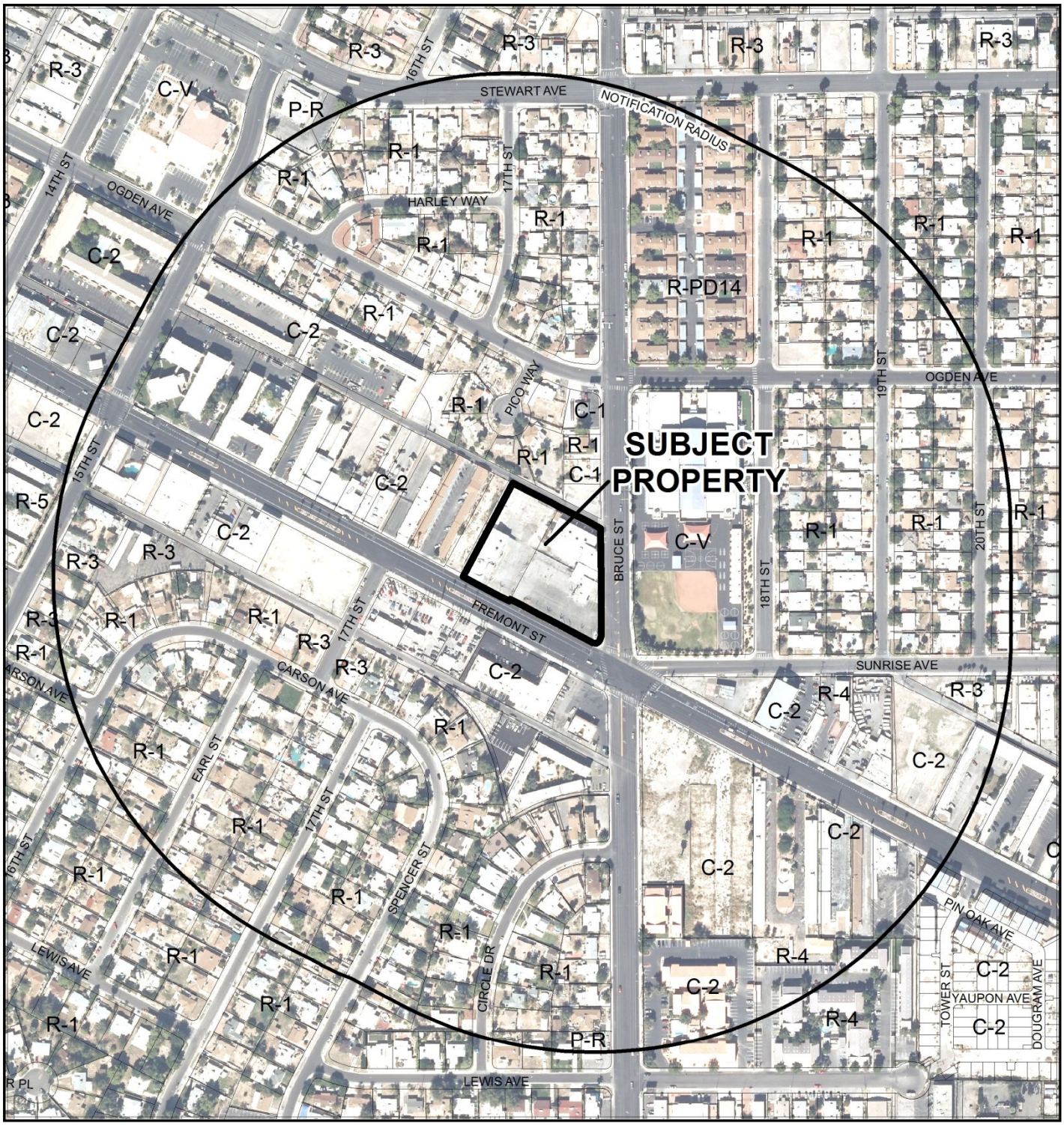
CASE: **DIR-53553**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **DIR-53553**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 7, 2014
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS – OWNER: BEL AIR RG, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-53553	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

DIR-53553 CONDITIONS

Planning

1. SUP-42262 and SUP-42264 shall be revoked and expunged due to violations of Las Vegas Municipal Code.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for revocation of Special Use Permits (SUP-42262) and (SUP-42264) entitlements for a 15,263 square-foot Motor Vehicle Sales (Used) and a 7,572 square-foot Auto Repair Garage, Major with Waivers at 1715 Fremont Street and 1735 Fremont Street, due to multiple violations of the Las Vegas Municipal Code and failure to comply with conditions of approval. If approved, the entitlements will be revoked and the applicant will be required to file new applications for any future development on the site.

ISSUES

- Per Title 19.16, entitlements may be revoked for violations of local codes. A total of three separate code enforcement cases have been opened for the two parcels that comprise the development site, with documented violations of Title 9.04, 16.04, 16.12, 16.32 and 19.08 of the Las Vegas Municipal Code.
- The current entitlements for the site were approved in 2011, for SUP-42262 four conditions of approval have not been fulfilled and for SUP-42264 three conditions of approval have not been fulfilled.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/18/82	The Board of Zoning Adjustment approved a request for a Variance (V-0035-82) to allow an automobile repair garage, an auto body shop and a machine shop with more than 2 employees in an existing auto parts store located at 1715 Fremont Street. The Department of Planning staff recommended approval.
11/21/02	The Planning Commission denied a request for a Special Use Permit (SUP-1101) for a Towing Service, with no storage at 1731 Fremont Street. The Department of Planning staff recommended approval.
06/02/09	A code enforcement case (78569) was processed for an abandoned SUV in the rear alley with graffiti on it and building at 1735 Fremont Street. The case was resolved on 06/16/09.
09/29/09	A code enforcement case (82485) was processed for graffiti on the building and sign at 1735 Fremont Street. The case was resolved on 10/08/09.
05/24/10	A code enforcement case (91209) was processed for high weeds and junk cars at 1735 Fremont Street. The case was resolved on 09/13/10.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/26/10	A code enforcement case (91255) was processed for a vacant building with vehicles and a motorhome in the rear at 1715 Fremont Street. The case was resolved on 10/05/10.
12/16/10	The Planning Commission accepted the applicant's request to withdraw without prejudice an application for a Special Use Permit (SUP-39886) for an Auto Repair Garage, Major use at 1715 and 1735 Fremont Street.
02/10/11	A code enforcement case (97981) was processed for graffiti on the building at 1735 Fremont Street. The case was resolved on 02/22/11.
02/14/11	A code enforcement case (98064) was processed for graffiti on the building at 1715 Fremont Street. The case was resolved on 06/01/11
06/14/11	An application for a Special use Permit (SUP-41024) for an Auto Repair Garage, Major use at 1715 Fremont Street was withdrawn at the applicant's request.
09/21/11	The City Council approved a request for a Special Use Permit (SUP-42262) for a proposed 15,263 square-foot Motor Vehicles Sales (Used) at 1715 Fremont Street and 1735 Fremont Street. The Planning Commission recommended approval. The Department of Planning staff recommended denial.
	The City Council approved a request for a Special Use Permit (SUP-42264) for proposed 7,572 square-foot Auto Repair Garage, Major, with waivers to allow service bays to face the right-of-way and to allow vehicles to be parked on the premises for the purpose of offering the vehicles for sale where such use is not allowed at 1715 Fremont Street and 1735 Fremont Street. The Planning Commission recommended approval. The Department of Planning staff recommended denial.
11/29/11	A code enforcement case (108196) was processed for work without permits at 1717 Fremont Street (the correct address should have been 1735 Fremont Street). The case was resolved on 04/05/12.
12/01/11	A code enforcement case (108275) was processed for work without permits at 1715 Fremont Street. The case was resolved on 05/31/12.
09/05/12	A code enforcement case (119213) was processed for trash, debris and a burned tree at 1715 Fremont Street. The case was resolved on 09/24/12.

Most Recent Change of Ownership	
07/30/07	A deed was recorded for a change in ownership for Assessor's Parcel Numbers (139-35-315-006 and 007).

Related Building Permits/Business Licenses	
C.1947	The commercial building at 1715 Fremont Street was constructed.
C.1963	The commercial building at 1735 Fremont Street was constructed.
12/13/90	A business license (G03-01591) was issued for an Auto Repair Garage, Major at 1731 Fremont Street. The license was marked out of business on 05/04/08.
10/06/93	A building permit (93203892) was issued for fire restoration at 1715 Fremont Street. The permit was finalized on 02/22/94.
05/31/02	A business license (A16-01238) was issued for Auto Sales at 1717 Fremont Street. The license was marked out of business on 06/21/10.
05/26/04	A business license (C41-00072) was issued for a Construction Cleanup Service at 1717 Fremont Street. The license was marked out of business on 04/03/08.
11/29/05	A business license (G02-00740) was issued for an Auto Repair Garage, Minor at 1717 Fremont Street. The license was marked out of business on 03/24/08.
12/08/05	A business license (E03-00471) was issued for a Delivery Service at 1717 Fremont Street. The license was marked out of business on 09/20/10.
11/06/06	A business license (C41-00129) was issued for a Construction Cleanup Service at 1717 Fremont Street. The license was marked out of business on 12/01/09.
10/02/07	A business license (A16-01283) was issued for an Auto Sales at 1715 Fremont Street. The license was marked out of business on 10/06/09.
08/16/07	A business license (G03-01591) was issued for an Auto Repair Garage, Major at 1717 Fremont Street. The license was marked out of business on 02/13/09.
05/07/09	A business license (R05-00634) was issued for a Take-out Restaurant at 1717 Fremont Street. The license was marked out of business on 01/27/10.
07/15/09	A business license (E03-00471) was issued for an (Truck Hauling Service) at 1717 Fremont Street. The license was marked out of business on 09/20/10.
08/04/10	A building permit (169153) was issued for a 1,500 square-foot Non-work Certificate of Occupancy at 1735 Fremont Street, Suite #170. The permit was finalized on 08/13/11.
03/14/11	A business license (A55-00332) was issued for an Auto Repair Garage, Minor at 1735 Fremont Street, Suite #170. The license is presently active.
02/01/12	A building permit (203760) was issued for electrical work at 1715 Fremont Street. The permit was finalized on 03/08/12.
03/20/12	A building permit (207039) was issued for a burglar alarm at 1715 Fremont Street. The permit was never finalized.
05/16/12	A building permit (211306) was issued for a building investigation at 1715 Fremont Street. The permit was finalized on 05/17/12.
05/22/12	A building permit (211645) was issued for a 7,438 square-foot Non-work Certificate of Occupancy at 1715 Fremont Street. The permit was finalized on 05/23/12.

Related Building Permits/Business Licenses	
08/28/12	A business license (A60-00218) was issued for Motorcycle Repair at 1715 Fremont Street. The license was marked out of business on 09/01/13.
10/19/12	A business license (A65-00159) was issued for an Automotive Sales with Minor Repair at 1735 Fremont Street. The license is presently active.
11/19/12	A building permit (223683) was issued to replace a 100-amp subpanel and electrical wiring at 1735 Fremont Street. The permit was finalized on 01/31/13.
07/22/13	A business license (A45-00824) was issued for Mobile Auto Detailing at 1735 Fremont Street, Suite 100. The license is presently active.
12/19/13	A building permit (251120) was issued for three wall signs at 1735 Fremont Street. The permit was never finalized.

ANALYSIS

On September 21, 2011 Special Use Permit (SUP-42262) was approved for a 15,263 square-foot Motor Vehicle Sales (Use), with a companion Special Use Permit (SUP-42264) which allowed a 7,572 square-foot Auto Repair Garage, Major with Waivers to allow service bays to face the right-of-way and to allow vehicles to be parked on the premises for the purpose of offering the vehicles for sale where such is not allowed. The Special Use Permits were approved for the following parcels:

- 1715 Fremont Street (APN 139-35-315-006)
- 1735 Fremont Street (APN 139-35-315-007)

After the Special Use Permits were approved in 2011, Code Enforcement has been called to the site on multiple occasions to investigate complaints regarding litter, graffiti, maintenance of the existing buildings, and other nuisances. A total of three separate cases have been opened since 2011, resulting in 25 inspections and over $800.00 in fines. The following tables document all Code Enforcement actions on the properties that comprise the development site since the project was entitled by City Council in 2011:

Code Enforcement Cases – 1715 Fremont Street

Case Number	Complaint	Opened	Closed	# Inspections	Unpaid Fees/Penalties
108275	Work without Permits	12/01/11	05/31/12	6	0
119213	Trash, debris and burned tree	09/05/12	09/24/12	2	0

Code Enforcement Cases – 1735 Fremont Street

Case Number	Complaint	Opened	Closed	# Inspections	Unpaid Fees/Penalties
108196	Work without Permits	11/29/11	04/05/12	17	846.00

Combined Totals – All Cases	**25**	**846.00**

Las Vegas Municipal Code Chapter 19.16 specifies that entitlements may be revoked for any of the following: Misrepresentation or fraud in obtaining the approvals, failure to comply with conditions of approval, and **violation of any State or local regulations**. In regards to the subject site at 1715 and 1735 Fremont Street, there have been multiple violations of local regulations as documented in the tables above. The documented complaints are violations of the following sections of the Las Vegas Municipal Code:

- Title 9.04 – Public nuisances.
- Title 16.04 – Building code, commercial violations.
- Title 16.12 – Electrical code violations.
- Title 16.32 – Security code violations
- Title 19.08 – Sign requirements for commercial properties.

In addition, the site is not in compliance with the following conditions of approval of SUP-42262:

- Condition #5 - All development shall be in conformance with the landscape plan date stamped 06/28/11, except as amended by conditions herein;
- Condition #7 - All necessary building permits shall be obtained for all unpermitted existing signage within 60 days of final approval, or the signage shall be removed;
- Condition #9 - All abandoned signage, signage encroaching into the public rights-of-way, and graffiti shall be removed from the subject sites within 60 days of final approval;
- Condition #14 - No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

The site is not in compliance with the following conditions of approval of SUP-42264:

- Condition #7 - The 12 parking spaces dedicated to the storage of disabled vehicles shall be screened from Fremont Street to the south and from the alley to the north;
- Condition #8 - All necessary building permits shall be obtained for all unpermitted existing signage within 60 days of final approval, or the signage shall be removed;
- Condition #10 - All abandoned signage, signage encroaching into the public rights-of-way, and graffiti shall be removed from the subject sites within 60 days of final approval.

As there continue to be violations of code requirements and no progress has been made in developing the property in accordance with the entitlements that were approved in 2011, it is recommended that the entitlements be revoked.

FINDINGS

Staff finds that there have been repeated violations of City regulations at 1715 and 1735 Fremont Street, with the most recent violation occurring in September 2012. Based on the documented violations identified in this report and the lack of compliance with the conditions of approval of the approved entitlements, it is recommended that the entitlement applications (SUP-42262) and (SUP-42264) for the subject sites revoked in accordance with the procedures identified in Title 19.16.

NOTICES MAILED 399 (By Planning)

APPROVALS 0

PROTESTS 0

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

April 2, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ray Golbari
1300 West Olympic Suite #500
Los Angeles, CA 90015-3966

RE: 1715 and 1735 Fremont Street (SUP-42262 and SUP-42264)

Mr. Golbari:

On Wednesday, May 7, 2014, the City Council will consider revoking the following land use entitlements for the properties at 1715 and 1735 Fremont Street because of violations of City Code and non-compliance with conditions of approval:

- Special Use Permit (SUP-42262) for a 15,263 square-foot Motor Vehicle Sales (Used); and
- Special Use Permit (SUP-42264) for a 7,572 square-foot Auto Repair Garage, Major.

You are invited to attend the hearing and present your case to the City Council. The hearing will be held as part of the May 7, 2014 City Council meeting, which will meet at the following time and location:

9:00 a.m.
Las Vegas City Hall
495 South Main Street-Council Chambers, 2nd Floor
Las Vegas, Nevada

Your properties located at 1715 Fremont Street and 1735 Fremont Street have been found on multiple inspections by city staff to be in a state of disrepair, in violation of City codes, and to be non-compliant with the conditions of approval. Pursuant to Las Vegas Municipal Code (LVMC) Chapter 19.16, the grounds for the revocation of an entitlement application approval include any violation of State or local regulations.

The properties have been found to be in violation of specific code sections as documented in the notices issued by Code Enforcement, and as listed below:

- LVMC Title 9.04 – Public nuisances, including graffiti, refuse and waste, and deteriorated structures;
- LVMC Title 16.04 – Building code, commercial violations;
- LVMC Title 16.12 – Electrical code violations;
- LVMC Tile 16.32 – Security code violations;
- LVMC Title 19.08 – Sign code violations

The properties are not in compliance with the following conditions of approval of SUP-42262:

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 702.386.9108
www.lasvegasnevada.gov

- Condition #5 - All development shall be in conformance with the landscape plan date stamped 06/28/11, except as amended by conditions herein;
- Condition #7 - All necessary building permits shall be obtained for all unpermitted existing signage within 60 days of final approval, or the signage shall be removed;
- Condition #9 - All abandoned signage, signage encroaching into the public rights-of-way, and graffiti shall be removed from the subject sites within 60 days of final approval;
- Condition #14 - No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

In addition, the properties are not in compliance with the following conditions of approval of SUP-42264:

- Condition #7 - The 12 parking spaces dedicated to the storage of disabled vehicles shall be screened from Fremont Street to the south and from the alley to the north;
- Condition #8 - All necessary building permits shall be obtained for all unpermitted existing signage within 60 days of final approval, or the signage shall be removed;
- Condition #10 - All abandoned signage, signage encroaching into the public rights-of-way, and graffiti shall be removed from the subject sites within 60 days of final approval.

Please contact me at (702)-229-6301 if you have any questions about the hearing.

Sincerely,

Flinn Fagg, AICP
Director, Department of Planning

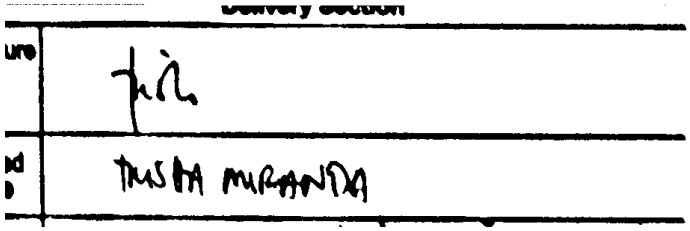
UNITED STATES POSTAL SERVICE

Date: April 8, 2014

John Grider:

The following is in response to your April 8, 2014 request for delivery information on your Certified Mail™ item number 9171999991703015156501. The delivery record shows that this item was delivered on April 7, 2014 at 2:14 pm in LOS ANGELES, CA 90015. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

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.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

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.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 7, 2014

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

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 7, 2014

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

SUBJECT:
Closed Session - A closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None